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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO
10

11 TINA SELLERS and ERIN O'GRADY,
12 individually and on behalf of all others
similarly situated,

13 Plaintiffs,

14 vs.

15 JUSTANSWER LLC, an Idaho limited
16 liability company; and
DOES 1-50, inclusive,

17 Defendants.
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CASE NO. 37-2020-00005869-CU-BT-CTL

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) FALSE ADVERTISING – VIOLATION OF
THE CALIFORNIA AUTOMATIC RENEWAL
LAW

[Bus. & Prof. Code, § 17600 et seq. and
§ 17535];

(2) VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT
[Civ. Code, § 1750 et seq.]; and

(3) UNFAIR COMPETITION
[Bus. & Prof. Code, § 17200 et seq.].

DEMAND FOR JURY TRIAL

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1 **INTRODUCTION**

2 1. This class action complaint alleges that defendant JustAnswer LLC (“JustAnswer”)
3 violates California law in connection with automatically renewing membership programs. Among
4 other things, JustAnswer enrolls consumers in automatic renewal membership programs without
5 providing the “clear and conspicuous” disclosures mandated by California law, and posts charges
6 to consumers’ credit or debit cards for purported membership charges without first obtaining the
7 consumers’ affirmative consent to an agreement containing the requisite clear and conspicuous
8 disclosures. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof.
9 Code, § 17600 et seq.) (“ARL”), which is part of California’s False Advertising Law; the
10 Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.) (“CLRA”); and the Unfair
11 Competition Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

12 **THE PARTIES**

13 2. Plaintiff Tina Sellers (“Sellers”) is an individual residing in San Diego County,
14 California.

15 3. Plaintiff Erin O’Grady (“O’Grady”) is an individual residing in San Diego County,
16 California. Sellers and O’Grady are collectively referred to herein as “Plaintiffs.”

17 4. Plaintiffs are informed and believe and thereon allege that defendant JustAnswer
18 LLC (“JustAnswer”) is a limited liability company organized under the laws of Idaho and has its
19 principal place of business in San Francisco, California. JustAnswer does business in San Diego
20 County, including the marketing and sale of services that include the membership programs
21 described herein.

22 5. Plaintiffs do not know the names of the defendants sued as DOES 1 through 50 but
23 will amend this complaint when that information becomes known. Plaintiffs allege on information
24 and belief that each of the DOE defendants is affiliated in some respect with the named defendant
25 and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant,
26 or as the principal, agent, successor, alter ego, or co-conspirator of or with one or more of the
27 other defendants. For ease of reference, Plaintiffs will refer to the named defendant and the DOE
28 defendants collectively as “Defendants.”

1 VENUE

2 6. Venue is proper in this judicial district because Defendants do business in this
3 judicial district and a material part of the complained of conduct occurred in this judicial district.

4 SUMMARY OF APPLICABLE LAW

5 7. In 2009, the California Legislature passed Senate Bill 340, which took effect on
6 December 1, 2010 as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code,
7 § 17600 *et seq.* (the California Automatic Renewal Law or “ARL”).) (Unless otherwise stated, all
8 statutory references are to the Business & Professions Code). SB 340 was introduced because:

9 It has become increasingly common for consumers to complain about unwanted
10 charges on their credit cards for products or services that the consumer did not
11 explicitly request or know they were agreeing to. Consumers report they believed
12 they were making a one-time purchase of a product, only to receive continued
shipments of the product and charges on their credit card. These unforeseen charges
are often the result of agreements enumerated in the “fine print” on an order or
advertisement that the consumer responded to.

13 (See Exhibit 1 at p. 4.)

14 8. The Assembly Committee on Judiciary provided the following background for the
15 legislation:

16 This non-controversial bill, which received a unanimous vote on the Senate floor,
17 seeks to protect consumers from unwittingly consenting to “automatic renewals” of
18 subscription orders or other “continuous service” offers. According to the author
19 and supporters, consumers are often charged for renewal purchases without their
consent or knowledge. For example, consumers sometimes find that a magazine
subscription renewal appears on a credit card statement even though they never
agreed to a renewal.

20 (See Exhibit 2 at p. 8.)

21 9. The ARL seeks to ensure that, before there can be a legally-binding automatic
22 renewal or continuous service arrangement, there must first be clear and conspicuous disclosure of
23 certain terms and conditions and affirmative consent by the consumer. To that end, § 17602(a)
24 makes it unlawful for any business making an automatic renewal offer or a continuous service
25 offer to a consumer in California to do any of the following:

26 a. Fail to present the automatic renewal offer terms or continuous service offer
27 terms in a clear and conspicuous manner before the subscription or purchasing agreement is
28 fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal

1 proximity, to the request for consent to the offer. For this purpose, “clear and conspicuous” means
2 “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding
3 text of the same size, or set off from the surrounding text of the same size by symbols or other
4 marks, in a manner that clearly calls attention to the language.” (§ 17601(c).) “In the case of an
5 audio disclosure, ‘clear and conspicuous’ ... means in a volume and cadence sufficient to be
6 readily audible and understandable.” (*Ibid.*) The statute defines “automatic renewal offer terms”
7 to mean the “clear and conspicuous” disclosure of the following: (1) that the subscription or
8 purchasing agreement will continue until the consumer cancels; (2) the description of the
9 cancellation policy that applies to the offer; (3) the recurring charges that will be charged to the
10 consumer’s credit or debit card or payment account with a third party as part of the automatic
11 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and
12 the amount to which the charge will change, if known; (4) the length of the automatic renewal
13 term or that the service is continuous, unless the length of the term is chosen by the consumer; and
14 (5) the minimum purchase obligation, if any. (Bus. & Prof. Code § 17601(b).)

15 b. Charge the consumer’s credit or debit card or the consumer’s account with a
16 third party for an automatic renewal or continuous service without first obtaining the consumer’s
17 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
18 service offer terms, including the terms of an automatic renewal offer or continuous service offer
19 that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code
20 § 17602(a)(2).)

21 c. Fail to provide an acknowledgment that includes the automatic renewal or
22 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
23 manner that is capable of being retained by the consumer. (Bus. & Prof. Code, § 17602(a)(3).)
24 Section 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free
25 telephone number, electronic mail address, or another “cost-effective, timely, and easy-to-use”
26 mechanism for cancellation.

27 10. If a business sends any goods, wares, merchandise, or products to a consumer
28 under a purported automatic renewal or continuous service arrangement without first obtaining the

1 consumer’s affirmative consent to an agreement containing the “clear and conspicuous”
2 disclosures as specified in the ARL, the goods, wares, merchandise, and/or products are deemed to
3 be an unconditional gift to the consumer, who may use or dispose of them without any obligation
4 whatsoever. (Bus. & Prof. Code, § 17603.) Violation of the ARL gives rise to restitution and
5 injunctive relief under the general remedies provision of the False Advertising Law, Bus. & Prof.,
6 Code § 17535. (Bus. & Prof. Code, § 17604(a).) As well, violation of the ARL gives rise to
7 restitution and injunctive relief under the UCL.

8 **FACTS GIVING RISE TO THIS ACTION**

9 11. Through their website, www.justanswer.com, Defendants purport to partner with
10 “experts” to answer questions posed by consumers on a wide variety of topics, including medical,
11 legal, tax, veterinarian, computers and software, electricians, and others. Under the guise that the
12 consumer is providing a one-time payment of \$5.00, Defendants enroll consumers into an
13 automatic renewal program under which Defendants thereafter post charges to the consumer’s
14 credit card, debit card, or third-party payment account for subsequent periods.

15 12. The process by which consumers can submit a question through the JustAnswer
16 website is illustrated in the screenshots set forth in Exhibits 3 to 4. Step 1 is for the consumer to
17 type a question into the box, as shown in Exhibit 3. The consumer is then presented a payment
18 page, as shown in Exhibit 4. On the payment page, the consumer enters an email address and zip
19 code, as well as credit card details or other payment information. Below that is an orange “Start
20 my trial” button, which submits the order.

21 **Tina Sellers**

22 13. In or about October 3, 2019, Sellers decided to ask a question on the JustAnswer
23 website. Prior to submitting her question, Sellers was required to create an account which
24 included providing her credit card information through the website’s payment page. Sellers
25 believed that she would be charged a one-time fee of \$5.00 to have her question answered by an
26 expert, and that if she was not satisfied with the answer provided to her, she would not be charged.

27 14. Shortly after submitting her question, Sellers received a “Welcome to JustAnswer”
28 email from Defendants (the “Welcome email”), a copy of which is attached hereto as Exhibit 5.

1 The Welcome email did not disclose that Sellers had been enrolled in an automatically renewing
2 membership, nor did it describe a cancellation policy or information about how to cancel. (Bus. &
3 Prof. Code, § 17602(a)(3).)

4 15. Sellers received an answer to her question, but she was not satisfied with the
5 answer and she thought she should not be charged. Sellers then began a “chat” session with an
6 online representative for JustAnswer. The representative told Sellers to the effect that, for a more
7 complete answer to be provided, additional research would need to be done, which would result in
8 an additional charge to Sellers of \$39.00. Sellers declined that option. At that point, Sellers
9 believed she had concluded her business dealings with Defendants.

10 16. In December 2019, Sellers noticed that JustAnswer had been posting charges to her
11 credit card in the amount of \$46.00 per month for the past three months. Specifically, without
12 Sellers’ authorization, Defendants posted charges to her credit card of \$46.00 on October 15,
13 2019, November 14, 2019, and December 16, 2019, for a total of \$138.00. Sellers contested those
14 charges with Defendants, and was refunded the \$138.00.

15 17. On October 3, 2019, JustAnswer posted five charges of \$0.10 each to Sellers’
16 credit card, for a total of \$0.50. Sellers has not been refunded for those charges.

17 18. If Sellers had known that Defendants were going to enroll her in an automatically
18 renewing membership program, Sellers would not have submitted her credit card information to
19 Defendants and would not have paid any money to Defendants.

20 **Erin O’Grady**

21 19. In or about May 2019, O’Grady went online to ask a question on the JustAnswer
22 website. Prior to submitting her question, O’Grady was required to create an account which
23 included providing her credit card information through the website’s payment page. O’Grady
24 believed that she would be charged a one-time fee of \$5.00 to have her question answered by an
25 “expert” and that, if she was not satisfied with the answer provided to her, she would not be
26 charged.

27 20. O’Grady received an answer to her question, but she was not satisfied with the
28 answer and she thought she should not be charged. O’Grady notified the “expert” that she was not

1 satisfied with the answer. At that point, O’Grady believed she would not be charged and that her
2 business dealings with Defendants had concluded.

3 21. In or about October 2019, O’Grady noticed that JustAnswer had been posting
4 charges to her credit card in the amount of \$46.00 per month for the prior five months.
5 Specifically, without O’Grady’s authorization, Defendants posted charges to her credit card of
6 \$46.00 on May 20, 2019, June 20, 2019, July 20, 2019, August 20, 2019, and September 20, 2019,
7 for a total of \$230.00. After discovering those charges, O’Grady was able to obtain a credit of
8 \$230.00 by her card issuer. O’Grady has not been refunded for the \$5.00 initial charge that
9 JustAnswer posted to her credit card.

10 22. If O’Grady had known that Defendants were going to enroll her in an automatically
11 renewing membership program, O’Grady would not have submitted her credit card information to
12 Defendants and would not have paid any money to Defendants.

13 **DEFENDANTS’ DECEPTION OF CONSUMERS**

14 23. Plaintiffs are not the only consumers to be victimized by Defendants in connection
15 a JustAnswer membership program. There are hundreds of customer complaints about
16 JustAnswer posted on various consumer websites, including the Better Business Bureau (“BBB”)
17 website, which illustrate that Defendants’ scheme has affected many consumers. Illustrative
18 complaints are set forth below:

19 **Billing/Collection Issues (October 27, 2019).** I contacted JustAnswer regarding a
20 technical/computer issue. The website said the charge would be \$1 and the answer
21 wasn’t even worth a dollar. The website said it was refundable but it wasn’t worth
22 my time to request a refund. I get a notice from my credit card company advising
23 me of a \$46 charge to my credit card by JustAnswer and a \$1 charge for the trial
question. I did not authorize this \$46 charge and I want the \$46 charge removed
from my credit card. This is nothing but a scam and their answers are a joke. Please
advise.

24 A true and correct printout of that complaint is attached as Exhibit 6.

25 **Billing/Collection Issues (October 21, 2019).** I contacted the company in January
26 2019 to consult with one of their JustAnswer attorneys. Uncertain if I signed up for
27 a recurring charge, I contacted the company in February 2019 at which time I was
28 told that I did not have a membership. In March 2019 I saw that I had been charged
for 2 months of service (\$57.00 each month). I contacted the company via phone
again at which time the employee told me that I would be refunded for the month
and my membership would be cancelled. My account was credited \$57.00 on

1 3/28/19. This morning I was checking my bank statement and saw a charge from
2 JustAnswer in the amount of \$57.00. They have been billing me the past 7 months.
3 I contacted via phone again and was told that I could be reimbursed for 3 months. I
4 told them I wanted reimbursed the full amount because the membership was to
have been cancelled and the charges were unauthorized. The employee told me that
the administrative office would be contacting me in 10 minutes via phone or email.
However, the company has not contacted me and I have my doubts that they will.

5 A true and correct printout of that complaint is attached as Exhibit 7.

6 **Billing/Collection Issues (October 18, 2019).** Just like MANY other complaints
7 against JustAnswer.com, I was duped into a membership because I thought I was
8 paying \$5 or something to have a legal question answered. They claim that the \$5
9 is for a trial membership and that if the membership is not cancelled in 7 days then
10 you pay a full price membership. The company claims this is CLEARLY stated. If
11 it was clearly stated there wouldn't be so many people with the same problem. All I
12 asked for was the refund of one month's charge. It is not as if I had been charged
13 unknowingly for a year... one month. That's all I asked for. This is obviously how
14 they "get" people and make their money. Additionally, customer service's solution
to handling those of us asking for a refund is to hang up, or act like they are putting
you on hold. I was hung up on by two different people, one of which was a floor
"manager" of some sort who was typing away on her computer supposedly about to
give me the corporate address, and then dead air. Her name may have been Nicole.
It's hard to say, she talked so fast. Also, when you call the customer service line the
automated service asks if you would like to complete a survey after the call... I
never got that opportunity since I was hung up on twice, once by a customer
service rep, and once by a "manager".

15 A true and correct printout of that complaint is attached as Exhibit 8.

16 **Billing/Collection Issues (October 16, 2019).** justanswer through deceptive
17 practices took \$46 from me by ignoring my direct request by phone to cancel my
membership.

18 A true and correct printout of that complaint is attached as Exhibit 9.

19 **Problems with Product/Service (October 16, 2019).** I had a problem with a
20 password on my Windows Live mail account, I was directed to a Just Answer site.
21 The password problem was never resolved, nevertheless I found my credit card
22 charged to the tune of \$46.00. I had no idea this would happen. When I contacted
Just Answer for cancellation instructions I was given the bureaucratic runaround. I
simply want to cancel my "membership" and get a refund. I don't remember giving
them any credit card information.

23 A true and correct printout of that complaint is attached as Exhibit 10.

24 **Billing/Collection Issues (October 15, 2019).** This company engages in
25 unscrupulous billing practices. Evidently I clicked a trail membership square and
26 was enrolled, without my knowledge in a \$34/month scam. I never used the service
27 but was billed for 7 months without a single email or confirmation that I was being
repeatedly billed. Upon requesting a refund I was lectured, then denied. We all
know how these scams work; they should be ashamed of themselves. I don't mind
paying for things I use; I don't like getting tricked.

28

1 A true and correct printout of that complaint is attached as Exhibit 11.

2 **Billing/Collection Issues (October 11, 2019).** I signed up for just answer as a one
3 time thing for \$5 to get what I thought would be a one on one on line medical dr
4 appointment type of chat. It ended up being a forum type of page where I had to
5 post a question for everyone to see (which was very personal) and wait for his
6 answer. Not only that his answer was extremely vague, fine. I didn't mind paying
7 the \$5 to learn my lesson. So I cancelled it right after to make sure I wouldn't get
8 charged anything after and I was looking at my bank statements and I just got
9 charged \$46. When I e mail them and tell them what happened they say I'm
10 ineligible for a refund but to use our membership to my advantage and ask
11 anything, I again wrote another e mail stating that I don't want a membership
12 especially one where I was misled and again says ineligible. I write one last time
13 and he writes back not even saying anything about the refund just saying that he
14 documented that he made sure it's canceled . Horrible customer service . I read a
15 lot of reviews just before and hundreds of them are literally the same thing I'm
16 going through. I don't know how they're still in business.

11 A true and correct printout of that complaint is attached as Exhibit 12.

12 **CLASS ACTION ALLEGATIONS**

13 24. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382
14 on behalf of the following Class: “All individuals who, between January 31, 2016 and December
15 2, 2021, were enrolled in a JustAnswer membership in connection with or at the conclusion of a
16 trial period and whose account was created with a California zip code for billing purposes,
17 excluding individuals who (i) were enrolled in a membership after utilizing JustAnswer’s services
18 on a pay-per-question basis or (ii) received a complete refund of all amounts paid to JustAnswer.
19 Excluded from the Class are all employees of Plaintiffs’ counsel and the judicial officer(s) to
20 whom this case is assigned.”

21 25. Ascertainability. The members of the Class may be ascertained by reviewing
22 records in the possession of Defendants and/or third parties, including without limitation
23 Defendants’ marketing and promotion records, customer records, and billing records.

24 26. Common Questions of Fact or Law. There are questions of fact or law that are
25 common to the members of the Class, which predominate over individual issues. Common
26 questions regarding the Class include, without limitation: (1) Whether Defendants present all
27 statutorily-mandated automatic renewal offer terms in a manner that is clear and conspicuous
28 within the meaning of California law and in visual proximity to a request for consent to the offer

1 (or in the case of an offer conveyed by voice, in temporal proximity to a request for consent to the
2 offer); (2) Defendants' policies, practices and procedures for obtaining affirmative consent from
3 customers before charging a credit card, debit card, or third-party payment account; (3) whether
4 Defendants provide consumers with an acknowledgment that includes clear and conspicuous
5 disclosure of all automatic renewal offer terms, the cancellation policy, and information regarding
6 a mechanism for cancellation that is cost-effective, timely, and easy to use; (4) Defendants'
7 record-keeping practices; and (5) the appropriate remedies for Defendants' conduct.

8 27. Numerosity. The Class is so numerous that joinder of all Class members would be
9 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at
10 least 100 members.

11 28. Typicality and Adequacy. Plaintiffs' claims are typical of the claims of the Class
12 members. Plaintiffs allege on information and belief that Defendants enrolled them and other
13 Class members in automatic renewal or continuous service programs without disclosing all
14 automatic renewal offer terms required by law, and without presenting such terms in the requisite
15 clear and conspicuous manner; charged Plaintiffs' and Class members' credit cards, debit cards, or
16 third-party accounts without first obtaining affirmative consent to an agreement containing clear
17 and conspicuous disclosure of all automatic renewal offer terms; and failed to provide the requisite
18 acknowledgment with the required disclosures. Plaintiffs have no interests that are adverse to
19 those of the other Class members. Plaintiffs will fairly and adequately protect the interests of the
20 Class members.

21 29. Superiority. A class action is superior to other methods for resolving this
22 controversy. Because the amount of restitution to which each Class member may be entitled is
23 low in comparison to the expense and burden of individual litigation, it would be impracticable for
24 Class members to redress the wrongs done to them without a class action forum. Furthermore, on
25 information and belief, Class members do not know that their legal rights have been violated.
26 Class certification would also conserve judicial resources and avoid the possibility of inconsistent
27 judgments.

28

1 prohibiting Defendants from continuing their unlawful practices as alleged herein.

2 **THIRD CAUSE OF ACTION**

3 Violation of the California Unfair Competition Law

4 (Bus. & Prof. Code, § 17200 et seq.)

5 43. Plaintiffs incorporate the previous allegations as though fully set forth herein.

6 44. The Unfair Competition Law defines unfair competition as including any unlawful,
7 unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading
8 advertising; and any act of false advertising under § 17500. (Bus. & Prof. Code, § 17200.)

9 45. In the course of conducting business in California within the applicable limitations
10 period, Defendants committed unlawful, unfair, and/or fraudulent business practices, and engaged
11 in unfair, deceptive, untrue, or misleading advertising, by, inter alia and without limitation:
12 (a) failing to present automatic renewal offer terms in a clear and conspicuous manner before a
13 subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer
14 conveyed by voice, in temporal proximity, to a request for consent to the offer, in violation of
15 § 17602(a)(1); (b) charging the consumer's credit card, debit card, or third-party payment account
16 in connection with an automatic renewal without first obtaining the consumer's affirmative
17 consent to an agreement containing clear and conspicuous disclosures of all automatic renewal
18 offer terms, in violation of § 17602(a)(2); (c) failing to provide an acknowledgment that includes
19 clear and conspicuous disclosure of all required automatic renewal offer terms, the cancellation
20 policy, and information regarding a cancellation mechanism that is cost-effective, timely, and
21 easy-to-use, and failing to provide such an acknowledgment in a manner capable of being retained
22 by the consumer, in violation of § 17602(a)(3); (d) representing that Defendants' goods or services
23 have certain characteristics that they do not have, in violation of Civil Code § 1770(a)(5);
24 (e) advertising goods and services with the intent not to sell them as advertised, in violation of
25 Civil Code § 1770(a)(9); and (f) representing that a transaction confers or involves rights,
26 remedies, or obligations that it does not have or involve, or that are prohibited by law, in violation
27 of Civil Code § 1770(a)(14). Plaintiffs reserve the right to identify other acts or omissions that
28 constitute unlawful, unfair or fraudulent business acts or practices, unfair, deceptive, untrue or

1 misleading advertising, and/or other prohibited acts.

2 46. Defendants' acts and omissions as alleged herein violate obligations imposed by
3 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
4 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
5 attributable to such conduct.

6 47. There were reasonably available alternatives to further Defendants' legitimate
7 business interests, other than the conduct described herein.

8 48. Defendants' acts, omissions, nondisclosures, and statements as alleged herein were
9 and are false, misleading, and/or likely to deceive the consuming public.

10 49. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts
11 of unfair competition.

12 50. Pursuant to § 17203, Plaintiffs and the Class members are entitled to restitution of
13 all amounts paid to Defendants in connection with an automatic renewal membership program in
14 the four years preceding the filing of this Complaint and continuing until Defendants' acts of
15 unfair competition cease.

16 51. Unless enjoined and restrained by this Court, Defendants will continue to commit
17 the violations alleged herein. Pursuant to § 17203, on behalf of the Class, and also for the benefit
18 of the general public of the State of California, Plaintiffs seek an injunction prohibiting
19 Defendants from continuing their unlawful practices as alleged herein.

20 **PRAYER**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

22 On the First Cause of Action (False Advertising - Violation of the ARL):

23 1. For restitution;

24 2. For injunctive relief, including a public injunction for the benefit of the People of
25 the State of California;

26 On the Second Cause of Action (Violation of the CLRA):

27 3. For injunctive relief, including a public injunction for the benefit of the People of
28 the State of California;

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4. For reasonable attorneys' fees, pursuant to Civil Code § 1780(e);

On the Third Cause of Action (Unfair Competition):

5. For restitution;

6. For injunctive relief, including a public injunction for the benefit of the People of the State of California;

On All Causes of Action:

7. For reasonable attorneys' fees, pursuant to Code of Civil Procedure § 1021.5;


8. For costs of suit;

9. For pre-judgment interest; and

10. For such other relief as the Court may deem just and proper.

Dated: June 17, 2022

DOSTART HANNINK LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of all claims and causes of action so triable.

Dated: June 17, 2022

DOSTART HANNINK LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

980781.1

Exhibit 1

SENATE JUDICIARY COMMITTEE
Senator Ellen M. Corbett, Chair
2009-2010 Regular Session

SB 340
Senator Yee
As Amended April 2, 2009
Hearing Date: April 14, 2009
Business and Professions Code
ADM;jd

SUBJECT

Advertising: Automatic Renewal Purchases

DESCRIPTION

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer's affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis. This bill would also require all marketing materials to clearly and conspicuously display a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism the customer could use for cancellation.

This bill would require the order form to clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement.

This bill would impose similar requirements for any automatic renewal offer made over the telephone or on an Internet Web page.

(This analysis reflects author's amendments to be offered in committee.)

BACKGROUND

Current consumer protection statutes do not address automatic renewal clauses or provisions in subscriptions or purchasing agreements. Senate Bill 340 is intended to close this gap in the law.

When some businesses began using automatic renewals for subscriptions and purchase agreements for products and services, consumer complaints began to surface regarding those automatic renewals. Consumers complained that they were unaware of and had



not requested the automatic renewals until they either received a bill or a charge on their credit card.

An example of this problem is illustrated by the Time, Inc. (Time) case. After receiving numerous consumer complaints, the Attorneys General of 23 states, including California, launched an investigation into Time's automatic renewal subscription offers. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that includes a number of reforms to automatic renewals that Time sends to their customers. Those reforms include, among others, expanded disclosure requirements and customers' affirmative consent to automatic renewals. (See Comment 2 for details.)

CHANGES TO EXISTING LAW

Existing law, the Unfair Competition Law (UCL), provides that unfair competition means and includes any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising, and any act prohibited by the False Advertising Act (FAA). (Bus. & Prof. Code Sec. 17200 et seq.)

Existing law, the FAA, includes the following:

- prohibits any person with the intent, directly or indirectly, to dispose of real or personal property, to perform services, or to make or disseminate or cause to be made or disseminated to the public any statement concerning that real or personal property that is untrue or misleading and known or should be known to be untrue or misleading; and
- prohibits any person from making or disseminating any untrue or misleading statement as part of a plan or scheme with the intent not to sell that personal property or those services at the stated or advertised price. (Bus. & Prof. Code Sec. 17500.)

Existing law provides that any violation of the FAA is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine of \$2,500, or by both. (Bus. & Prof. Secs. 17500, 17534.)

Existing law provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Bus. & Prof. Code Sec. 17536.)

Existing law provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Bus. & Prof. Code Sec. 17204.)

Existing law provides for injunctive relief, restitution, disgorgement, and civil penalties. (Bus. & Prof. Code Secs. 17203, 17206.)



This bill would require all printed marketing materials containing an offer with an automatic renewal term to comply with the following: the customer's agreement to the automatic renewal offer must be obtained in accordance with either (1) or (2) below so that the customer is given the opportunity to expressly consent to the offer:

1. All automatic renewal offer terms must appear on the order form in immediate proximity to the area on the form where the customer selects the subscription or purchasing agreement billing terms or where the subscription or purchasing agreement billing terms are described; the order form must clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement; and the automatic renewal offer terms must appear on materials that can be retained by the customer.
2. Both of the following:
 - a. on the front of the order form, the marketing materials must (i) refer to the subscription or purchasing agreement using the term "automatic renewal" or "continuous renewal," (ii) clearly and conspicuously state that the customer is agreeing to the automatic renewal, and (iii) specify where the full terms of the automatic renewal offer may be found; and
 - b. the marketing materials must clearly and conspicuously state the automatic renewal offer terms presented together preceded by a title identifying them specifically as the "Automatic Renewal Terms," "Automatic Renewal Conditions," "Automatic Renewal Obligations," or "Continuous Renewal Service Terms," or other similar description.

This bill would require all marketing materials that offer an automatic renewal, when viewed as a whole, to clearly and conspicuously disclose the material terms of the automatic renewal offer and must not misrepresent the material terms of the offer.

This bill would require an automatic renewal to clearly and conspicuously describe the cancellation policy and how to cancel, including, but not limited to, a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism on the Internet Web page or on the publication page of the printed materials.

This bill would require, in any automatic renewal offer made over the telephone, a business to clearly and conspicuously state the automatic renewal terms prior to obtaining a customer's consent and payment information. The business must obtain a clear affirmative statement from the customer agreeing to the automatic renewal offer terms and must send a written acknowledgement that contains the toll-free number, if available, telephone number, postal address, or electronic mechanism for cancellation.

This bill would require, in any automatic renewal offer made on an Internet Web page, the business to clearly and conspicuously disclose the automatic renewal offer terms prior to the button or icon on which the customer must click to submit the order. In any automatic renewal offer made on an Internet Web page where the automatic renewal terms do not appear immediately above the submit button, the customer must be required to affirmatively consent to the automatic renewal offer terms. The automatic



renewal terms must be preceded by a title identifying them as the “Automatic Renewal Terms,” “Automatic Renewal Conditions,” “Automatic Renewal Obligations,” “Continuous Renewal Service Terms,” or other similar description.

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer’s affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis and all marketing materials that offer an automatic renewal subscription or purchasing agreement must clearly and conspicuously display the cancellation policy and how to cancel.

This bill would provide that no business may represent that a product is “free” if the cost of the product is incorporated in the price of the accompanying item purchased under automatic renewal conditions.

This bill would provide that a violation of the bill’s provisions would not be a crime, but all applicable civil remedies would be available.

This bill would define key terms, including “automatic renewal” and “automatic renewal terms.” (See Comment 4.)

COMMENT

1. Stated need for the bill

The author writes:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

A widespread instance of these violations resulted in the 2006 Time, Inc. case, in which Time settled a multi-state investigation into its automatic renewal offers and solicitations. The states launched their probe after receiving complaints from consumers that Time was billing them or charging their credit cards for unwanted magazine subscriptions. The states’ investigation found that these mail solicitations misled some consumers into paying for unwanted or unordered subscriptions.



2. Time's Assurance of Voluntary Compliance or Discontinuance (Assurance) with Attorneys General; SB 340 modeled after the Assurance

The Attorneys General of 23 states (States), including California, investigated Time's automatic renewal subscription offers. Time publishes over 150 magazines worldwide, including Time, People, Sports Illustrated, This Old House, Entertainment Weekly, Fortune, and Popular Science. Time required customers to notify it if they did not want a subscription renewal; otherwise Time charged customers' credit cards or billed customers. The automatic renewal terms replaced "the industry's prior practice of offering limited-term subscriptions that were renewed at the Customer's affirmative election." The States investigated:

[W]hether the [automatic renewal] terms were clearly and adequately disclosed; whether the Customer was given an opportunity to expressly consent to the offer; whether the Customer was likely to believe the purchase was for a limited-term subscription, rather than an automatically renewed subscription; whether Customers were subsequently informed of the activation of an Automatic Renewal, and, if so, the manner in which they were so informed; the manner by which Customers were billed or charged; and how Time sought to collect payments for charges resulting from an Automatic Renewal. (Matters Investigated set forth in the Assurance.)

As a result of the investigation, in 2006, the States reached a settlement agreement – the Assurance – with Time. In the Assurance, Time agreed to:

- provide clear and conspicuous disclosures to consumers concerning all the material terms for automatic subscription renewals and, for the next five years, provide consumers the option to affirmatively choose an automatic renewal option and Time will send those consumers who have chosen an automatic subscription renewal written reminders, including information on the right and procedure to cancel;
- honor all requests to cancel subscriptions as soon as reasonably possible and to provide refunds to consumers charged for magazines they did not order;
- stop mailing solicitations to consumers for subscriptions that resemble bills, invoices, or statements of amounts due; and
- not submit unpaid accounts of automatic renewal customers for third party collection.

Time also agreed to refund to customers up to \$4.3 million, which included up to \$828,463 to 20,238 eligible California consumers, approximately \$41 per consumer. Senate Bill 340 is modeled in large part after the Assurance.

3. Remedies available under the bill

Senate Bill 340 would provide that a violation of its provisions would not be a crime, but all applicable civil remedies would be available.



Under the FAA, any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. Under the UCL, a private party may bring a civil action for injunctive relief and/or for restitution of profits that the defendant unfairly obtained from that party. However, the party must have suffered injury in fact and lost money or property.

4. Key terms defined

This bill would define the following key terms:

- a. "Automatic renewal" would mean a plan or agreement in which a subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Automatic renewal offer terms" would mean the following clear and conspicuous disclosure:
 - that the subscription or purchasing agreement will continue unless the customer notifies the business to stop;
 - that the customer has the right to cancel;
 - that the customer will be billed, credit card charged, or other appropriate description of the payment method depending on the method described to the customer, or chosen by the customer on the front of the order form, and that the bill, charge, or other payment method will take place before the start of each new automatic renewal term;
 - the length of the automatic renewal term or that the renewal is continuous, unless the length of the term is chosen by the customer;
 - that the price paid by the customer for future automatic renewal terms may change; and
 - the minimum purchase obligation, if any.
- c. "Clear and conspicuous" or "clearly and conspicuously" would mean a statement or communication, written or oral, presented in a font, size color, location, and contrast against the background in which it appears, compared to the other matter which is presented, so that it is readily understandable, noticeable, and readable.
- d. "Marketing materials" would include any offer, solicitation, script, product description, publication, or other promotional materials, renewal notice, purchase order device, fulfillment material, or any agreement for the sale or trial viewing of products that are delivered by mail, in person, television or radio broadcast, e-mail, Internet, Internet Web page, or telephone device, or appearing in any newspaper or magazine or on any insert thereto, or Internet link or pop-up window.

5. Recording of telephone automatic renewal offers

Assembly Bill 88 (Corbett, Ch. 77, Stats. 2003) incorporated into state law a rule adopted by the Federal Trade Commission intended to protect consumers from "abusive" telemarketing practices. The rule requires, among other things, that telemarketers make

and maintain an audio recording of all telephone solicitations. (Telemarketing Sales Rule, 16 C.F.R. Part 310, 310.4(a)(6)(i), and 310.5(a)(5), effective March 31, 2009.)

The author may want to consider requiring that telephone automatic renewal offers be audio recorded and that the recording be maintained.

6. Author's amendments

On page 3, line 17, insert:

(c) "Continuous renewal" means a plan or arrangement in which a subscription or purchasing agreement is continuously renewed until the customer cancels the renewal.

On page 3, line 19, delete (c) and insert (d).

On page 3, line 34, delete (d) and insert (e).

On page 3, line 36, delete (e) and insert (f).

On page 4, line 4, insert (f).

On page 4, line 5, insert:

(g) All automatic renewal provisions in this article shall apply to continuous renewals.

Support: California Public Interest Research Group; Consumer Federation of California; American Federation of State, County and Municipal Employees; California Alliance for Consumer Protection

Opposition: None Known

HISTORY

Source: Author

Related Pending Legislation: None Known

Prior Legislation: None Known



Exhibit 2

Date of Hearing: June 30, 2009

ASSEMBLY COMMITTEE ON JUDICIARY
Mike Feuer, Chair
SB 340 (Yee) – As Amended: June 24, 2009

PROPOSED CONSENT (As Proposed to be Amended)

SENATE VOTE: 37-0

SUBJECT: AUTOMATIC RENEWAL AND CONTINUOUS SERVICE OFFERS

KEY ISSUE: SHOULD A BUSINESS THAT MARKETS A PRODUCT WITH AN "AUTOMATIC RENEWAL OFFER" BE REQUIRED TO CLEARLY AND CONSPICUOUSLY DISCLOSE RENEWAL TERMS AND CANCELLATION POLICIES, AND TO OBTAIN THE CUSTOMER'S AFFIRMATIVE CONSENT TO AN AUTOMATIC RENEWAL?

FISCAL EFFECT: As currently in print this bill is keyed non-fiscal.

SYNOPSIS

This non-controversial bill, which received a unanimous vote on the Senate floor, seeks to protect consumers from unwittingly consenting to "automatic renewals" of subscription orders or other "continuous service" offers. According to the author and supporters, consumers are often charged for renewal purchases without their consent or knowledge. For example, consumers sometimes find that a magazine subscription renewal appears on a credit card statement even though they never agreed to a renewal. Indeed, this problem led 23 state attorneys general to launch an investigation of Time, Inc., in response to claims that the company used deceptive practices in signing up customers for automatic subscription renewals. As part of a settlement of this dispute, Time agreed to institute new practices so that customers are fully aware of and affirmatively consent to automatic renewals. This bill, following the lead of the Times' settlement, would require that renewal terms and cancellation policies be clearly and conspicuously presented to the consumer, whether the offer is made on printed material or through a telephone solicitation. In addition, the bill would require that the consumer make some affirmative acknowledgement before an order with an automatic renewal can be completed. Finally, the bill specifies that violation of the bill's provisions do not constitute a crime. The author has worked closely with affected business interests and has made several amendments that appear to address all stakeholders' concerns. There is no registered opposition to the bill.

SUMMARY: Requires any business making an "automatic renewal" or "continuous service" offer to clearly and conspicuously, as defined, disclose terms of the offer and obtain the consumer's affirmative consent to the offer. Specifically, this bill:

- 1) Makes it unlawful for any business making an automatic renewal offer or a continuous service offer to a consumer to do any of the following:



- a) Fail to present the offer terms in a clear and conspicuous manner, as defined, before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
 - b) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service offer without first obtaining the consumer's affirmative consent.
 - c) Fail to provide automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall disclose how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.
- 2) Requires a business making automatic renewal or continuous service offers to provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the customer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the written acknowledgment.
 - 3) Specifies that in the case of a material change in the terms of an automatic renewal or continuous service offer that has been accepted by the consumer, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.
 - 4) Specifies that the requirements of this bill shall only apply to the completion of the initial order for the automatic renewal or continuous service, except as provided.
 - 5) Provides that in any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service or automatic renewal, without first obtaining the consumer's affirmative consent, in the manner required by this bill, then the goods, wares, merchandise, or products shall be deemed an unconditional gift to the consumer, and the business shall bear any shipping or other related costs.
 - 6) Provides that violation of the provisions of this bill shall not be a crime, but that all civil remedies that apply to a violation may be employed. Specifies, however, that if a business complies with the provisions of this bill in good faith, it shall not be subject to civil remedies.
 - 7) Exempts from the provisions of this bill any service provided by certain businesses or entities, including those regulated by the California Public Utilities Commission, the Federal Communication Commission, or the Federal Energy Regulatory Commission.

EXISTING LAW:

- 1) Provides, under the Unfair Competition Law (UCL), that unfair competition includes any unlawful, unfair, or fraudulent business act or practice, including any unfair, deceptive, or untrue advertising, or any act prohibited by the False Advertising Act (FAA). (Business & Professions Code Section 17200 *et seq.*)
- 2) Prohibits any person with the intent, directly or indirectly, to sell any goods or services by making or disseminating statements that the person knows, or should know, to be untrue or misleading, and prohibits any person from making or disseminating any untrue or misleading



statement as part of a plan or scheme to sell goods or services at other than the stated or advertised price. (Business & Professions Code section 17500.)

- 3) Provides that any violation of the FAA is a misdemeanor. (Business & Professions Code sections 17500, 17534.)
- 4) Provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Business & Professions Code section 17536.)
- 5) Provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Business & Professions Code section 17204.)
- 6) Provides for injunctive relief, restitution, disgorgement, and civil penalties for FAA violations. (Business & Professions Code sections 17203, 17206.)

COMMENTS: This non-controversial bill is a response to reported consumer complaints that certain businesses, especially those offering magazine subscriptions or other potentially continuous services, lure customers into signing up for "automatic renewals" without the consumer's full knowledge or consent. This bill seeks to address this problem by requiring clear disclosures and affirmative acts of customer consent. The author states:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the 'fine print' on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

As noted in the author's background material, this bill was prompted in part by an investigation brought by the attorneys general of 23 states, including California, against Time, Inc. The investigations found that subscribers to several magazines published by Time, Inc. were discovering that their subscriptions were automatically renewed even though the customers claimed that they had never knowingly consented to the renewals. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that requires Time to more clearly disclose renewal terms and ensure that the consumer take some affirmative step to acknowledge consent or rejection of the automatic renewal offer. According to the author, the specific disclosure and consent requirements in this measure are modeled after, though not identical to, those set forth in the Time settlement.

ARGUMENTS IN SUPPORT: According to the California Public Interest Research Group (CALPIRG), "this bill will help ensure that consumers only get into an ongoing subscription if they want to." According to the Consumer Federation of California, this measure will curb deceptive marketing practices that are used to sell everything from magazine subscriptions to "free trial" offers that lock consumers into an ongoing purchase agreement. Supporters generally



contend that this is a straightforward measure reflecting the basic premise that consumers deserve to know the terms and conditions to which they are agreeing.

Author's Technical Amendments: The author wishes to take the following technical and clarifying amendments:

- On page 4 after line 9 insert:

(e) "Consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.

- On page 4 line 32 and on page line 16 change "customer" to "consumer"

PRIOR LEGISLATION: AB 88 (Chapter 77, Stats. of 2003) provides that a contract for a good or service that is made in connection with a telephone solicitation is unlawful if the telemarketer is in violation of a recent Federal Trade Commission (FTC) rule requiring that the seller obtain specified information and express consent directly from the consumer and, under certain circumstances, maintain a recording of the call. (This present bill would similarly require that automatic renewal offers made over the telephone comply with federal telephonic marketing regulations.)

REGISTERED SUPPORT/OPPOSITION:

Support:

California Alliance for Consumer Protection
California Public Interest Research Group (CALPIRG)
Consumer Federation of California

Opposition:

None on file

Analysis Prepared by: Thomas Clark / JUD. / (916) 319-2334



Exhibit 3

just answer Login Contact us

Type your question here...

Talk to doctors, lawyers, vets & more in minutes, 24/7

16,216,105 questions answered 3 billion dollars saved 11,990 verified Experts

18 Experts are online now Continue

- Tax, Finance
- Lawyers
- Mechanics
- Doctors, Nurses
- Vets
- Electricians, Plumbers
- Electronics, Phones
- Computers, Software
- More

Meet the Experts

Harvard lawyers, UCLA doctors, Microsoft-certified computer techs, appraisers from Christie's—they're all here to answer your questions online or with a phone call. A third-party review panel verifies the licenses and credentials of each Expert on the site.

Ron
ASE Certified Technician

★★★★★ 32,560 satisfied customers

Dr. Muneeb Ali
Doctor

★★★★★ 3,837 satisfied customers

Viet
Computer Technician

★★★★★ 35,673 satisfied customers

Ely
★★★★★
53,793 satisfied customers

Verified

Current job title:
Counselor at Law

Most advanced degree:
Juris Doctor

Professional licenses:
Bar License in State and US District Court

"I became an attorney to help people. Now that I am retired I can continue that calling by helping JustAnswer customers find the information that they need."

— Ely, Counselor at Law
Expert on JustAnswer since 2007

Behind the screen: How it works

- Ask a question**

Verified doctors, lawyers, vets, mechanics, and more are online around the clock and ready to answer your question online or by phone.
- Connect in minutes**

We match your question with the most qualified Expert available. You get unlimited back and forth until your question is answered.
- Save time and money**

Our rates are a fraction of an in-person appointment. Best of all, you can ask questions and get answers within minutes, 24/7, without wasting time on hold or in a waiting room.

Barrister
Lawyer

Online 30,285
★★★★★ satisfied customers

Ely
Counselor at Law

53,793
★★★★★ satisfied customers

If a person is terminated, are they paid for their unused vacation days?

Send

We stand behind every answer on our site

Get a free second opinion if you're not happy with your answer.

Unlimited back and forth

Keep asking questions until you get the answer you need.

Free second opinions

If you want a second opinion after receiving your answer, it's on the house.

Answers in minutes, 24/7

Get expert answers any time day or night. We're always open!

Exhibit 4

Join for \$5 and get your answer in minutes

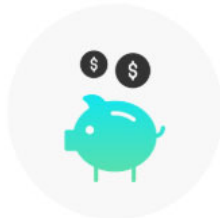
Unlimited conversations with doctors—try 7 days for just \$5. Then \$46/month. Cancel anytime.

Card number	Security code	Zip/postal code
<input type="text" value="0000 0000 0000 0000"/>	<input type="text" value="CVV"/>	<input type="text" value="00000"/>
Expiration date	Email	
<input type="text" value="Month"/> <input type="text" value="Year"/>	<input type="text" value="name@email.com"/>	
Start my trial	Cancel anytime. We'll remind you one day before trial ends.	
Your information is secure .		

By clicking "Start my trial" you indicate that you agree to the [terms of service](#) and are 13+ years old.

Your membership includes

\$100's in savings



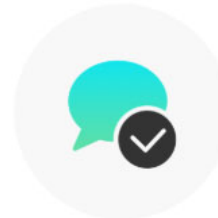
Only \$46/month gets you unlimited conversations with doctors.

On-call doctors



No long waits. Instant answers when you need them, 24/7.

Medical & more



Access to over 12,000 Experts — lawyers, mechanics, vets — anytime, anywhere.



All memberships are subject to the JustAnswer fair use policy.

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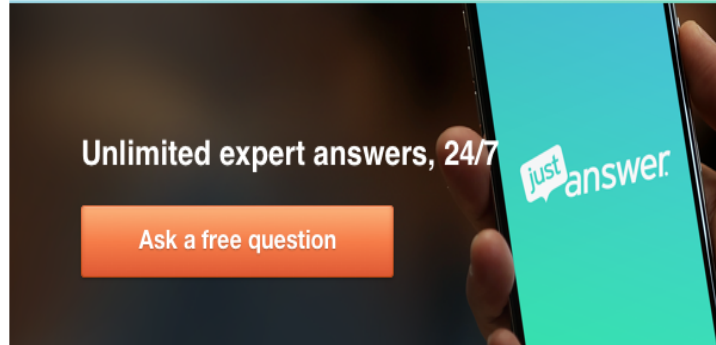
Exhibit 5

From: JustAnswer Team <info@ask.justanswer.com>

Date: Thu, Oct 3, 2019, 10:22 AM

Subject: Welcome to JustAnswer!

To: <[\[Redacted\]@gmail.com](mailto:[Redacted]@gmail.com)>



Hi,

Welcome! JustAnswer is the best way to talk to a doctor, lawyer, vet, mechanic and more—in minutes, 24/7.

What can you do with your membership?

- [Talk to a doctor](#) in the middle of the night from the comfort of your couch
- Have a [one-on-one consultation](#) with a lawyer
- Get back on the road in minutes [with the help of a mechanic](#)
- [Ask an accountant](#) to review your taxes to maximize your refund

So rest easy knowing that when anything comes up at any hour, help is only a click away.

Sincerely,
The JustAnswer Team

Membership details

Your username: [\[Redacted\]@gmail.com](mailto:[Redacted]@gmail.com)

\$5 trial through: 10/9/2019

Plan: Membership

Need help? Members come first. Write to us at vip@justanswer.com for priority service.



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This email was sent to [\[Redacted\]@gmail.com](mailto:[Redacted]@gmail.com) because you asked a question on JustAnswer.com. Don't want to receive our emails? [Opt out](#).

Exhibit 6

Complaint Type: Billing/Collection Issues **Status:** Resolved



10/27/2019

I contacted JustAnswer regarding a technical/computer issue. The website said the charge would be \$1 and the answer wasn't even worth a dollar. The website said it was refundable but it wasn't worth my time to request a refund. I get a notice from my credit card company advising me of a \$46 charge to my credit card by JustAnswer and a \$1 charge for the trial question. I did not authorize this \$46 charge and I want the \$46 charge removed from my credit card. This is nothing but a scam and their answers are a joke. Please advise.



JustAnswer Response

11/06/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

I am unable to locate an account using the email address you've provided here. Please respond back with the email address you used when opening your JustAnswer account. Alternatively, you can reach us directly at ***** and ask that it be escalated to Adam or Chase. Please include the email address, the date and amount of charges, and the BBB case number *****

We look forward to hearing back from you. Please let me know if there is anything else I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist



Customer Response

11/07/2019

Exhibit 6
Page 15

Better Business Bureau:

With the assistance of a CSR with my credit card company I was able to speak with Gian at JustAnswer and he approved a \$46 credit to my credit card because I did not authorize the membership charge. The credit was issued to my card and I am satisfied. However,I would not reccommend anyone using JustAnswer to resolve a problem.

Please reference complaint ID *****

**** *****

Exhibit 7

Complaint Type: Billing/Collection Issues **Status:** Answered



10/21/2019

I contacted the company in January 2019 to consult with one of their JustAnswer attorneys. Uncertain if I signed up for a recurring charge, I contacted the company in February 2019 at which time I was told that I did not have a membership. In March 2019 I saw that I had been charged for 2 months of service (\$57.00 each month). I contacted the company via phone again at which time the employee told me that I would be refunded for the month and my membership would be cancelled. My account was credited \$57.00 on 3/28/19. This morning I was checking my bank statement and saw a charge from JustAnswer in the amount of \$57.00. They have been billing me the past 7 months. I contacted via phone again and was told that I could be reimbursed for 3 months. I told them I wanted reimbursed the full amount because the membership was to have been cancelled and the charges were unauthorized. The employee told me that the administrative office would be contacting me in 10 minutes via phone or email. However, the company has not contacted me and I have my doubts that they will.



JustAnswer Response

10/30/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

I am unable to locate an account because you did not provide an email address. Please respond back with the email address you used when opening your JustAnswer account. Alternatively, you can reach us directly at ***** and ask that it be escalated to Adam or Chase. Please include the email address, the date and amount of charges, and the BBB case number *****

We look forward to hearing back from you. Please let me know if there is anything else I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist

Exhibit 7
Page 17

Exhibit 8

Complaint Type: Billing/Collection Issues **Status:** Answered



10/18/2019

Just like MANY other complaints against JustAnswer.com, I was duped into a membership because I thought I was paying \$5 or something to have a legal question answered. They claim that the \$5 is for a trial membership and that if the membership is not cancelled in 7 days then you pay a full price membership. The company claims this is CLEARLY stated. If it was clearly stated there wouldn't be so many people with the same problem. All I asked for was the refund of one month's charge. It is not as if I had been charged unknowingly for a year... one month. That's all I asked for. This is obviously how they "get" people and make their money. Additionally, customer service's solution to handling those of us asking for a refund is to hang up, or act like they are putting you on hold. I was hung up on by two different people, one of which was a floor "manager" of some sort who was typing away on her computer supposedly about to give me the corporate address, and then dead air. Her name may have been Nicole. It's hard to say, she talked so fast. Also, when you call the customer service line the automated service asks if you would like to complete a survey after the call... I never got that opportunity since I was hung up on twice, once by a customer service rep, and once by a "manager".



JustAnswer Response

10/28/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

I am unable to locate an account using the email address you've provided here. Please respond back with the email address you used when opening your JustAnswer account. Alternatively, you can reach us directly at ***** and ask that it be escalated to Adam or Chase. Please include the email address, the date and amount of charges, and the BBB case number *****

We look forward to hearing back from you. Please let me know if there is anything else I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist

Exhibit 9

Complaint Type: Billing/Collection Issues **Status:** Answered



10/16/2019

justanswer through deceptive practices took \$46 from me by ignoring my direct request by phone to cancel my membership.



JustAnswer Response

10/28/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

After checking your account, I can see that you signed up for the discounted \$5 question with the 7 dayfree trial membership. As with any membership or subscription trial, if you do not cancel before the end of the trial, you will automatically be charged for your first month to avoid any disruption in service. Additionally, we send out emails welcoming you to the membership and an email is sent before your trial is ending. We did not get a request for cancellation until 10/16/19 after the second membership payment was made on October 12.

Per our terms of service that you agreed to when you enrolled in the membership, the membership payment is not eligible for a refund as stated in section 10, subheading "Refunds, Cancellations, Abuse and Special Programs" as follows;

Although your payment is not eligible for a refund under our terms of service, as a courtesy to you we have refunded the membership payment for you. The funds are made available to your bank the next business day, however, the bank may take 3-5 business days to release the funds back to your account depending on their policy.

I hope that I have resolved your concerns to your satisfaction. Please let me know if there is anything else I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist

Exhibit 10

complaint Type: Problems with Product/Service **Status:** Resolved



10/16/2019

I had a problem with a password on my Windows Live mail account, I was directed to a Just Answer site. The password problem was never resolved, nevertheless I found my credit card charged to the tune of \$46.00. I had no idea this would happen. When I contacted Just Answer for cancellation instructions I was given the bureaucratic runaround. I simply want to cancel my "membership" and get a refund. I don't remember giving them any credit card information.



JustAnswer Response

10/25/2019

*Hello ******

It looks like you might have been trying to reach another company when you landed on our website.

We've gone ahead and cancelled the recurring billing and issued a refund for the membership charge and you should see the funds back in the next 1-3 business days at the most.

Let us know if you need anything further and we're happy to help.

*Regards,
JustAnswer customer Care*



Customer Response

10/29/2019

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID ***** , and find that this resolution is satisfactory to me.

Sincerely,

***** *****

Exhibit 10
Page 20

Exhibit 11

Complaint Type: Billing/Collection Issues **Status:** Answered



10/15/2019

This company engages in unscrupulous billing practices. Evidently I clicked a trail membership square and was enrolled, without my knowledge in a \$34/month scam. I never used the service but was billed for 7 months without a single email or confirmation that I was being repeatedly billed. Upon requesting a refund I was lectured, then denied. We all know how these scams work; they should be ashamed of themselves. I don't mind paying for things I use; I don't like getting tricked.



JustAnswer Response

10/25/2019

Hello *****

Thanks for letting us know about this. We're sorry for any confusion about the payment for the site.

The membership charge amount and information is presented to all customers on the payment page prior to entering any billing information. After the question is posted and the membership is agreed to, we send a receipt E-mail, as well as a payment reminder E-mail, 3-days prior to any recurring billing.

In reviewing your account we can confirm that the membership charges have been stopped and a refund has been issued for the most recent membership payment.

Please reach out to us if you need any further assistance and we're happy to help in any way we can.

Regards,
JustAnswer Customer Care



Customer Response

10/28/2019

Exhibit 11
Page 21

Complaint: *****

I am rejecting this response because: None of the things you said should have occur actually occurred, hence my request for 5-months of fees refunded (not one). I did not receive any of the confirmation emails you mentioned, including the 3-day notice. You would have known this if you had bothered to check. Please refund the 5-months worth of fees as originally requested. Thank you.

Sincerely,



JustAnswer Response

Business Response - 11/06/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

After checking your account, I can see that you signed up for the discounted \$5 question with the 7 dayfree trial membership. As with any membership or subscription trial, if you do not cancel before the end of the trial, you will automatically be charged for your first month to avoid any disruption in service. Additionally, we send out emails welcoming you to the membership and an email is sent before your trial is ending.

Per our terms of service that you agreed to when you enrolled in the membership, the membership payment is not eligible for a refund as stated in section 10, subheading "Refunds, Cancellations, Abuse and Special Programs" as follows;

<http://ww2.justanswer.com/terms-service-0>

Although your payment is not eligible for a refund under our terms of service, as a courtesy to you we have refunded the remaining membership payments for you. The funds are made available to your bank the next business day, however, the bank may take 3-5 business days to release the funds back to your account depending on their policy.

I hope that I have resolved your concerns to your satisfaction. Please let me know if there is anything else I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist

Exhibit 12

Complaint Type: Billing/Collection Issues **Status:** Answered



10/11/2019

I signed up for just answer as a one time thing for \$5 to get what I thought would be a one on one on line medical dr appointment type of chat. It ended up being a forum type of page where I had to post a question for everyone to see (which was very personal) and wait for his answer. Not only that his answer was extremely vague, fine. I didn't mind paying the \$5 to learn my lesson. So I cancelled it right after to make sure I wouldn't get charged anything after and I was looking at my bank statements and I just got charged \$46. When I e mail them and tell them what happened they say I'm ineligible for a refund but to use our membership to my advantage and ask anything, I again wrote another e mail stating that I don't want a membership especially one where I was misled and again says ineligible. I write one last time and he writes back not even saying anything about the refund just saying that he documented that he made sure it's canceled . Horrible customer service . I read a lot of reviews just before and hundreds of them are literally the same thing I'm going through. I don't know how they're still in business.



JustAnswer Response

10/24/2019

Hello,

My name is Chase and I am with the customer care team at JustAnswer. I received a copy of your complaint filed through the Better Business Bureau and I'd like to help with your concerns.

Firstly, I am sorry for any problems you have experienced with our site.

After checking your account, I can see that you signed up for the discounted \$5 question with the 7 dayfree trial membership. As with any membership or subscription trial, if you do not cancel before the end of the trial, you will automatically be charged for your first month to avoid any disruption in service. Additionally, we send out emails welcoming you to the membership and an email is sent before your trial is ending. Your question was posted on 9/25/19, your 7 day trial lasted until 10/2/19. It looks like you contacted us on 10/10/19 after the membership had become active.

Per our terms of service that you agreed to when you enrolled in the membership, the membership payment is not eligible for a refund as stated in section 10, subheading "Refunds, Cancellations, Abuse and Special Programs" as follows;

***** **

Although your payment is not eligible for a refund under our terms of service, as a courtesy to you we have refunded the membership payment for you. The funds are made available to your bank the next business day, however, the bank may take 3-5 business days to release the funds back to your account depending on their policy.

I hope that I have resolved your concerns to your satisfaction. Please let me know if there is anythingelse I may assist you with and I would be happy to help.

Best regards,

Ms. Chase
Senior Customer Support Specialist

Exhibit 12
Page 23

1 **PROOF OF SERVICE**

2 *Sellers, et al. v. JustAnswer LLC, Case No. 37-2020-00005869-CU-BT-CTL*

3 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

4 At the time of service, I was over 18 years of age and **not a party to this action**. I am
5 employed in the County of San Diego, State of California. My business address is 4225 Executive
6 Square, Suite 600, La Jolla, CA 92037-1484.

7 On June 17, 2022, I served a true copy of the following document described as

8 **FIRST AMENDED COMPLAINT**

9 on the interested parties in this action as follows:

10 Randolph Gaw
11 rgaw@gawpoe.com
12 Flora Vigo
13 fvigo@gawpoe.com
14 GAW | POE LLP
15 4 Embarcadero Center, Suite 1400
16 San Francisco, CA 94111
17 Tel: (415) 766-7451
18 Fax: (415) 737-0642

19 *Counsel for Defendant*

20 **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by e-
21 mail or electronic transmission, I caused the document to be sent from e-mail address
22 ldozier@sdlaw.com to the persons at the e-mail addresses listed above. I did not receive, within a
23 reasonable time after the transmission, any electronic message or other indication that the
24 transmission was unsuccessful.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct. Executed on June 17, 2022, at La Jolla, California.

27
28


Lisa A. Dozier