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18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 BRITT STOKER, on behalf of himself )  
21 and all others similarly situated, )

22 Plaintiff, )

23 vs. )

24 LOGMEIN, INC., )

25 Defendant. )

Case No.

) **CLASS ACTION**

) **COMPLAINT FOR VIOLATIONS**  
) **OF:**

- ) **1. VIOLATIONS OF CALIFORNIA**
- ) **AUTO RENEWAL STATUTE**
- ) **CALIFORNIA BUS. & PROF.**
- ) **CODE §§ 17600, ET SEQ.**
- ) **2. VIOLATIONS OF CALIFORNIA**
- ) **BUSINESS AND PROFESSIONS**
- ) **CODE § 17200, ET. SEQ**

) **DEMAND FOR JURY TRIAL**

1 Plaintiff BRITT STOKER (“Plaintiff”), on behalf of himself and all others  
2 similarly situated, alleges the following against Defendant LOGMEIN, INC. upon  
3 information and belief based upon personal knowledge:

4 **INTRODUCTION**

5 1. Plaintiff’s Class Action Complaint is brought pursuant to the  
6 California Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600,  
7 et seq. (“CAPRS”).

8 2. Plaintiff, individually, and on behalf of all others similarly situated,  
9 brings this Complaint for damages, injunctive relief, and any other available legal  
10 or equitable remedies, resulting from the illegal actions of Defendant charging  
11 Plaintiff’s and also the putative Class members’ credit cards for unauthorized  
12 sums, on a recurring basis without obtaining proper written authorization signed  
13 or similarly authenticated for preauthorized electronic fund transfers from  
14 Plaintiff’s and also the putative Class members’ accounts, and without properly  
15 disclosing the price changes, thereby violating Cal. Bus. & Prof. Code § 17600 *et*  
16 *seq.* Any material change in the terms of the arrangement must be provided to the  
17 consumer in a clear and conspicuous notice, and the notice must inform the  
18 consumer how to cancel, yet Defendant’s policy and practice was not to inform  
19 consumers of material price changes to its service in advance of charging their  
20 accounts. Plaintiff alleges as follows upon personal knowledge as to himself and  
21 his own acts and experiences, and, as to all other matters, upon information and  
22 belief, including investigation conducted by his attorneys.

23 **JURISDICTION AND VENUE**

24 3. This Jurisdiction is proper under 28 U.S.C. § 1332(d)(2)(A) because  
25 Plaintiff, a resident of the State of California, seeks relief on behalf of a  
26 California class, which will result in at least one class member belonging to a  
27 different state than that of Defendant, a company incorporated in the State of  
28

1 Delaware with its principal place of business in Massachusetts. Plaintiff also  
2 seeks a reimbursement of all funds wrongfully obtained without consumers'  
3 consent, pursuant to Cal. Bus. & Prof. Code § 17603, which, when aggregated  
4 among a proposed class number in the tens of thousands, exceeds the \$5,000,000  
5 threshold for federal court jurisdiction. Therefore, both diversity jurisdiction and  
6 the damages threshold under the Class Action Fairness Act of 2005 (“CAFA”) are  
7 present, and this Court has jurisdiction.

8 4. Venue and personal jurisdiction in this District are proper pursuant to  
9 28 U.S.C. 1391(b) because Plaintiff resides within this District and Defendant do  
10 or transact business within this District, and a material portion of the events at  
11 issue occurred in this District.

### 12 **PARTIES**

13 5. Plaintiff is an individual who resides in the County of Riverside,  
14 State of California and a “person” as defined by Cal. Bus. & Prof. Code § 17201.

15 6. Plaintiff is informed and believes, and thereon alleges, that  
16 Defendant is a company whose State of Incorporation is in the State of Delaware  
17 and principal place of business is in the State of Massachusetts.

18 7. Plaintiff is informed and believes, and thereon alleges, that  
19 Defendant is a company that provides users remote access to their computers.

20 8. Defendant acted through their agents, employees, officers, members,  
21 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
22 representatives, and insurers.

### 23 **FACTUAL ALLEGATIONS**

24 9. At all times relevant, Plaintiff is an individual residing within the  
25 state of California.

26 10. Plaintiff had been a member of LogMeIn’s services since  
27 approximately 2006. Plaintiff’s annual fee, as agreed upon by the parties, was  
28

1 \$199.00.

2 11. On or about July of 2013, Plaintiff's credit card was charged  
3 \$199.00 by Defendant for a one year subscription for their services.

4 12. On or about July of 2014, Plaintiff's credit card was unexpectedly  
5 and unknowingly charged \$1,499.00 by Defendant for another one year  
6 subscription. Plaintiff was never notified, called, or emailed regarding the price  
7 increase. Plaintiff never consented to be charged or to renew his account.

8 13. The dramatic price change from \$199.00 per year, to \$1,499.00 per  
9 year was a material change to any renewal agreement between Plaintiff and  
10 Defendant.

11 14. Defendant never provided advanced clear and conspicuous notice to  
12 Plaintiff of the material change to his auto-renewal agreement. Defendant failed  
13 to notify Plaintiff in any reasonable manner. Defendant did not send Plaintiff  
14 any email, or other written correspondence, nor did Defendant attempt to call  
15 Plaintiff to inform him of the price increase.  
16

17 15. Defendant never provided Plaintiff with information regarding how  
18 to cancel in a manner that was capable of being retained by Plaintiff.

19 16. On information and belief, Plaintiff alleges that Defendant's policy  
20 and practice is to not notify its customers about such price increase.

21 17. Plaintiff disputed the charges with Defendant on numerous  
22 occasions, but was denied a refund of the funds misappropriated from his account  
23 by Defendant. During the course of this dispute process, Plaintiff asked  
24 Defendant's agent why he was never informed that there would be a dramatic  
25 price increase for the services on his account.

26 18. Defendant's agents informed Plaintiff that the reason that they never  
27 sent him notification of the dramatic price changes for its services before  
28 automatically charging his account was because he had selected an option at the

1 time he opened his account, that he did not wish to receive email advertisements  
2 from Defendant. Plaintiff reasonably assumed that this checkbox was meant to  
3 prevent him from receiving spam email, not that it relieved Defendant of its legal  
4 obligations to notify consumers of material changes to their customer  
5 agreements.

6 19. Defendant's agents also informed Plaintiff that Defendant was  
7 charging Plaintiff for computers on his account that had not logged into a  
8 LogMeIn account for several years.

9 20. On information and belief, Plaintiff alleges that Defendant's policy  
10 and practice is to not clearly and conspicuously notify its customers about  
11 material price increases, before automatically transferring funds from their  
12 recorded billing information.

13 21. On information and belief, Plaintiff alleges that Defendant's policy  
14 and practice is to continue charging customers for computers on their accounts  
15 that are inactive, without notifying consumers that the accounts are being  
16 overcharged.

17 22. Further, well after the dispute between the parties arose, on or  
18 around April of 2015, Defendant sent Plaintiff an e-mail indicating that  
19 Plaintiff's subscription to Defendant's service had expired. Defendant then tried  
20 to automatically renew the subscription again by charging Plaintiff's credit card a  
21 third time, but the charge was declined. Defendant did not have authorization to  
22 charge Plaintiff's account.

23 23. Plaintiff had previously requested that Defendant refrain from  
24 attempting to auto-renew his account. However, Defendant attempted to do so  
25 anyways, without written authorization, and without notification as to the  
26 dramatic price change.  
27

28 24. Plaintiff never provided Defendant with any written authorization to

1 deduct any sums of money on a regular recurring basis from Plaintiff's credit  
2 card.

3 25. Further, Defendant did not provide to Plaintiff, nor did Plaintiff  
4 execute, any written or electronic writing memorializing or authorizing the  
5 recurring or automatic payments.

6 26. Plaintiff did not provide Defendant either with a written or an  
7 electronic signature authorizing the recurring or automatic payments of an  
8 increased amount.

9 27. Plaintiff alleges such activity to be in violation of California's  
10 Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq.  
11 ("CAPRS"), and its surrounding regulations.

12 28. At all times relevant, Defendant made and continues to make  
13 automatic renewal offers and continuous service offers, as those terms are  
14 defined by Cal. Bus. & Prof. Code § 17600, et seq. ("California's Automatic  
15 Purchase Renewal Statute") to Plaintiff and other consumers similarly situated.  
16

17 29. At the time Plaintiff purchased a subscription, Defendant failed to  
18 present Defendant's automatic renewal offer terms or continuous service offer  
19 terms in a clear and conspicuous manner, as defined by California's Automatic  
20 Purchase Renewal Statute, before the subscription or purchasing agreement was  
21 fulfilled, and in visual or temporal proximity to Defendant's request for consent  
22 to the offer.

23 30. At the time Plaintiff purchased this subscription, Defendant charged  
24 Plaintiff for a automatic renewal offer without first obtaining Plaintiff's  
25 affirmative consent to the agreement containing the automatic renewal offer  
26 terms or continuous service offer terms.

27 31. Cal. Bus. & Prof. Code § 17602(c) requires that in the case of a  
28 material change in the terms of the automatic renewal or continuous service offer

1 that has been accepted by a consumer in this state, the business shall provide the  
2 consumer with a clear and conspicuous notice of the material change and provide  
3 information regarding how to cancel in a manner that is capable of being retained  
4 by the consumer. Defendant failed to provide clear and conspicuous notice of  
5 the material changes to its pricing model, or information regarding how to cancel  
6 services, prior to automatically charging Plaintiff's account \$1,499.00.

7 32. At the time Plaintiff subscribed to Defendant's services, Plaintiff  
8 was subjected to Defendant's unlawful policies and/or practices, as set forth  
9 herein, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

10 33. The material circumstances surrounding this experience by Plaintiff  
11 were the same, or nearly the same, as the other class members Plaintiff proposes  
12 to represent, and Plaintiff and all putative class members were required to pay,  
13 and did pay, money for this subscription marketed and sold by Defendant.

14 34. Defendant's undisclosed price hikes, coupled with any authorization  
15 to automatically charge consumers' proffered method of payment, is an unfair,  
16 unlawful and fraudulent bait and switch scheme.

17  
18 **CLASS ACTION ALLEGATIONS**

19 35. Plaintiff brings this action on behalf of himself and all others  
20 similarly situated, as a member of the proposed class (hereafter "The Class")  
21 defined as follows:

22 All persons in California whose credit cards, debit  
23 cards, or bank accounts were charged on a recurring  
24 basis by Defendant without Defendant obtaining a  
25 written authorization signed or similarly authenticated  
26 for preauthorized electronic fund transfers within the  
27 four years prior to the filing of this Complaint.

28 36. Plaintiff represents, and is a member of, The Class, consisting of all  
persons within California whose credit card was charged on a recurring basis by

1 Defendant without Defendant obtaining a written authorization signed or  
2 similarly authenticated for preauthorized electronic fund transfers within the four  
3 years prior to the filing of this Complaint.

4 37. Defendant, their employees and agents are excluded from The Class.  
5 Plaintiffs do not know the number of members in The Class, but believe the Class  
6 members number in the hundreds, if not more. Thus, this matter should be  
7 certified as a Class Action to assist in the expeditious litigation of the matter.

8 38. The Class is so numerous that the individual joinder of all of its  
9 members is impractical. While the exact number and identities of The Class  
10 members are unknown to Plaintiff at this time and can only be ascertained  
11 through appropriate discovery, Plaintiff is informed and believes and thereon  
12 alleges that The Class includes hundreds, if not thousands, of members. Plaintiff  
13 alleges that The Class members may be ascertained by the records maintained by  
14 Defendant.

15 39. This suit is properly maintainable as a class action pursuant to Fed.  
16 R. Civ. P. 23(a) because the Class is so numerous that joinder of the Class  
17 members is impractical and the disposition of their claims in the class action will  
18 provide substantial benefits both to the parties and to the Court.

19 40. There are questions of law and fact common to the Class affecting  
20 the parties to be represented. The questions of law and fact to the Class  
21 predominate over questions which may affect individual Class members and  
22 include, but are not necessarily limited to, the following:

- 23  
24 a. Whether the members of the Class entered into agreements with  
25 Defendant to have automatic, or recurring, electronic payments  
26 charged to their credit cards, debit cards or bank accounts, to be paid  
27 to Defendant towards settlement of the Class members' alleges  
28 services received by Defendant;



- 1 b. Whether the members of the Class were provided with, and/or
- 2 execute, written agreements memorializing the automatic or
- 3 recurring electronic payments;
- 4 c. Whether Defendant failed to request, or provide, Class members
- 5 with written agreements memorializing the automatic or recurring
- 6 electronic payments;
- 7 d. Whether the members of the Class provided either a written (“wet”)
- 8 or otherwise electronic signature authorizing the automatic or
- 9 recurring electronic payments
- 10 e. Whether despite not providing written or electronic authorization for
- 11 payments to be charged to their credit cards, Defendant took
- 12 unauthorized payments from Class members’ cards.
- 13 f. Whether the changes to Defendant’s pricing model, discussed
- 14 herein, are “material” changes to any auto-renewal agreement
- 15 between Defendant and consumers;
- 16 g. Whether Defendant failed to provide clear and conspicuous notice to
- 17 Plaintiff and Class Members of its price changes before
- 18 automatically deducting funds from their accounts; and
- 19 h. Whether Defendant failed to provide information to Plaintiff and
- 20 Class Members regarding how to cancel in a manner that is capable
- 21 of being retained by the consumer.

22 41. As someone whose credit card was charged on a reoccurring basis by

23 Defendant without Defendant obtaining a written authorization signed or

24 similarly authenticated for preauthorized electronic fund transfers in the amount

25 at issue, Plaintiff is asserting claims that are typical of The Class.

26

27 42. Plaintiff will fairly and adequately protect the interests of the

28 members of The Class. Plaintiff has retained attorneys experienced in the

1 prosecution of class actions.

2 43. A class action is superior to other available methods of fair and  
3 efficient adjudication of this controversy, since individual litigation of the claims  
4 of all Class members is impracticable. Even if every Class member could afford  
5 individual litigation, the court system could not. It would be unduly burdensome  
6 to the courts in which individual litigation of numerous issues would proceed.  
7 Individualized litigation would also present the potential for varying, inconsistent,  
8 or contradictory judgments and would magnify the delay and expense to all  
9 parties and to the court system resulting from multiple trials of the same complex  
10 factual issues. By contrast, the conduct of this action as a class action presents  
11 fewer management difficulties, conserves the resources of the parties and of the  
12 court system, and protects the rights of each Class member.

13 44. The prosecution of separate actions by individual Class members  
14 would create a risk of adjudications with respect to them that would, as a practical  
15 matter, be dispositive of the interests of the other Class members not parties to  
16 such adjudications or that would substantially impair or impede the ability of such  
17 non-party Class members to protect their interests.

18 45. Defendant have acted or refused to act in respects generally  
19 applicable to The Class, thereby making appropriate final and injunctive relief  
20 with regard to the members of the Class as a whole.

21 46. Pursuant to Fed. R. Civ. P. 23, a class action is appropriate and  
22 preferable because, on information and belief, the putative class consists of  
23 hundreds, if not thousands, of individuals and is so numerous that joinder of all  
24 putative class members, whether otherwise required or permitted, is  
25 impracticable. The actual number of putative class members is in the exclusive  
26 control of Defendant.

27 47. Pursuant to Fed. R. Civ. P. 23, a class action is appropriate and  
28

1 preferable, because Plaintiff will fairly and adequately protect the interests of the  
2 Class and Plaintiff has hired counsel able and experienced in class action  
3 litigation.

4 48. Pursuant to Fed. R. Civ. P. 23(b)(3), class certification is appropriate  
5 because this Court and the parties would enjoy economies in litigating common  
6 issues on a class-wide basis instead of a repetitive individual basis.

7 49. Pursuant to Fed. R. Civ. P. 23(b)(3), class certification is appropriate  
8 because the size of each putative class member's actual damages is too small to  
9 make individual litigation an economically viable option.

10 50. Pursuant to Fed. R. Civ. P. 23(b)(3), class certification is appropriate  
11 because no unusual difficulties will likely occur in the management of the Class  
12 as all questions of law or fact to be litigated at the liability stage are common to  
13 the putative class and all compensatory relief is concomitant with a liability  
14 finding and can be calculated by automated and objective means.

15 51. The size and definition of the Class can be identified through  
16 Defendant's records and/or Defendant's agents' records.  
17

18  
19 **COUNT I:**  
20 **VIOLATION OF THE CALIFORNIA AUTOMATIC PURCHASE**  
21 **RENEWAL STATUTE**

22 **(Cal. Bus. & Prof. Code §§ 17600 et seq.)**  
23 **(On Behalf of Plaintiff and the Class)**

24 52. Plaintiff incorporates by reference each allegation set forth above.

25 53. In or about 2015, as set forth above, Defendant has engaged in the  
26 practice of making automatic renewal offers and continuous service offers, as  
27 those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq. ("California's  
28 Automatic Purchase Renewal Statute"), to California consumers and the general  
public.

1           54. Plaintiff and members of the Class have suffered an “injury in fact”  
2 and have lost money and/or property as a result of Defendant’s: (a) failure to  
3 present Defendant’s automatic renewal offer terms or continuous service offer  
4 terms in a clear and conspicuous manner before the subscription or purchasing  
5 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed  
6 by voice, in temporal proximity, to the request for consent to the offer; (b)  
7 charges to the consumer’s credit or debit card or the consumer’s account for an  
8 automatic renewal or continuous service without first obtaining the consumer’s  
9 affirmative consent to the agreement containing the automatic renewal offer terms  
10 or continuous service offer terms; (c) failure to clearly and conspicuously give  
11 notice of a material change in the terms of the automatic renewal or continuous  
12 service offer; and (d) failure to provide an acknowledgment that includes the  
13 automatic renewal or continuous service offer terms, cancellation policy, and  
14 information regarding how to cancel in a manner that is capable of being retained  
15 by the consumer; and where Defendant also fails to disclose in the  
16 acknowledgment how to cancel and allow the consumer to cancel before the  
17 consumer pays for the goods or services, in violation of Cal. Bus. & Prof. Code §  
18 17600, et seq.  
19

20           55. As a direct and proximate result of Defendant’s aforementioned  
21 conduct and representations, Defendant received and continues to hold monies  
22 rightfully belonging to Plaintiff and other similarly situated consumers.

23           56. As a direct and proximate result of Defendant’s violations of Cal.  
24 Bus. & Prof. Code § 17600, et seq., Plaintiff and members of the class are entitled  
25 to a declaration that Defendant violated the California Automatic Purchase  
26 Renewal Statute.

27           57. Plaintiff and the Class are also entitled to and seek injunctive relief  
28 prohibiting such conduct in the future.

**COUNT II:**

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200**

**(On Behalf of Plaintiff and the Class)**

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58. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

59. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendant's business practices and the alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

**UNFAIR**

60. California Business & Professions Code § 17200 prohibits any "unfair ... business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

1           61. In order to satisfy the “unfair” prong of the UCL, a consumer must  
2 show that the injury: (1) is substantial; (2) is not outweighed by any  
3 countervailing benefits to consumers or competition; and, (3) is not one that  
4 consumers themselves could reasonably have avoided.

5           62. Here, Defendant’s conduct has caused and continues to cause  
6 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
7 the Class have suffered injury in fact due to Defendant’s material and undisclosed  
8 changes to its auto-renewal agreements with consumers. Thus, Defendant’s  
9 conduct has caused substantial injury to Plaintiff and the members of the Class.

10           63. Moreover, Defendant’s conduct as alleged herein solely benefits  
11 Defendant while providing no benefit of any kind to any consumer. Such  
12 deception utilized by Defendant converted large sums of money from Plaintiff  
13 and Class members without written authorization, or advanced notice. This  
14 systematic scheme is tantamount to theft. Thus, the injury suffered by Plaintiff  
15 and the members of the Class is not outweighed by any countervailing benefits to  
16 consumers.

17           64. Finally, the injury suffered by Plaintiff and members of the Class is  
18 not an injury that these consumers could reasonably have avoided. Defendant  
19 misappropriated funds from Plaintiff and other consumers, and these consumers  
20 suffered injury in fact due to Defendant’s undisclosed and unexpected price hikes.  
21 As such, Defendant took advantage of Defendant’s position of perceived power in  
22 order to deceive Plaintiff and the Class members. Therefore, the injury suffered  
23 by Plaintiff and members of the Class is not an injury which these consumers  
24 could reasonably have avoided.

25           65. Thus, Defendant’s conduct has violated the “unfair” prong of  
26 California Business & Professions Code § 17200.  
27

28 ///

1 FRAUDULENT

2 66. California Business & Professions Code § 17200 prohibits any  
3 “fraudulent ... business act or practice.” In order to prevail under the “fraudulent”  
4 prong of the UCL, a consumer must allege that the fraudulent business practice  
5 was likely to deceive members of the public.

6 67. The test for “fraud” as contemplated by California Business and  
7 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
8 common law fraud, a § 17200 violation can be established even if no one was  
9 actually deceived, relied upon the fraudulent practice, or sustained any damage.

10 68. Here, not only were Plaintiff and the Class members likely to be  
11 deceived, but these consumers were actually deceived by Defendant. Such  
12 deception is evidenced by the fact that Defendant had a duty to disclose material  
13 changes to its automatic renewal agreements, failed to do so, and misappropriated  
14 significant sums of money from Plaintiff and Class members, who reasonably  
15 relied on Defendant’s prior rate structure being the going rate for future  
16 transactions, causing considerable actual damages.

17 69. Plaintiff’s reliance is reasonable due to the unequal bargaining  
18 powers of Defendant and Plaintiff. For the same reason, it is likely that  
19 Defendant’s fraudulent business practice would deceive other members of the  
20 public.

21 70. Defendant’s undisclosed price hikes, coupled with any authorization  
22 to automatically charge consumers’ proffered method of payment, is an unfair,  
23 unlawful and fraudulent bait and switch scheme.

24 71. Thus, Defendant’s conduct has violated the “fraudulent” prong of  
25 California Business & Professions Code § 17200.

26 UNLAWFUL

27 72. California Business and Professions Code Section 17200, et seq.  
28

1 prohibits “any unlawful...business act or practice.”

2 73. As explained above, Defendant deceived Plaintiff and other Class  
3 Members by deducting unauthorized sums from their accounts without advanced  
4 clear and conspicuous notice of its dramatic price changes.

5 74. Defendant’s acts, as pled herein, are an “unlawful” business practice  
6 or act under Business and Professions Code Section 17200 et seq.

7 75. Defendant’s conduct caused and continues to cause economic harm  
8 to Plaintiff and Class Members.

9  
10 PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff, and The Class Members prays for judgment as  
12 follows:

- 13
- 14 • Certifying the Class as requested herein;
  - 15 • Providing such further relief as may be just and proper.

16 In addition, Plaintiff, and the Class Members pray for further judgment as  
17 follows:

- 18
- 19 • Restitution of the funds improperly obtained by Defendant;
  - 20 • Any and all statutory enhanced damages;
  - 21 • All reasonable and necessary attorneys’ fees and costs provided by  
22 statute, common law or the Court’s inherent power;
  - 23 • For equitable and injunctive and pursuant to California Business and  
24 Professions Code § 17203; and,
  - 25 • Any and all other relief that this Court deems just and proper.
- 26  
27  
28



**TRIAL BY JURY**

76. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted this 29<sup>th</sup> day of June, 2015.

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

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