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FILED
Superior Court of California
County of Los Angeles

JUL 26 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Tanya Herrera Deputy
Tanya Herrera

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SELINDA ARREOLA, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

BILLIE, INC., and DOES 1-10, inclusive,

Defendants.

Case No.:

21STCV27331

CLASS ACTION COMPLAINT FOR:

1. VIOLATIONS OF CALIFORNIA'S
UNFAIR COMPETITION LAW (BUSINESS
AND PROFESSIONS CODE §§ 17200 et
seq.)

JURY TRIAL DEMANDED

Plaintiff Selinda Arreola ("Plaintiff"), by and through her attorneys, alleges the following based upon personal knowledge as to her own acts, and upon information and belief and her attorneys' investigation as to all other facts.

1. Plaintiff, on behalf of herself and on behalf of a Class (defined herein) of California citizens who purchased subscriptions for products (such as vitamin and supplement kits) from defendant Billie, Inc. ("Billie" or the "Defendant"), brings this class action complaint for violations of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 et seq. (the "UCL") based upon Billie's violations of California's Automatic Renewal Law, Bus & Prof. Code §§ 17600 et seq. (the "ARL"). The Class includes all California citizens who purchased product subscriptions from the Billie within the applicable statute of limitations period up to and include the date of judgment in this action (the "Relevant Period"). Plaintiff and Class members are consumers for purposes of Cal. Bus. & Prof. Code §§ 17600 - 17606.

BY FAX

07/26/2021

1 before the subscription or purchasing agreement is fulfilled and in
 2 visual proximity, or in the case of an offer conveyed by voice, in
 3 temporal proximity, to the request for consent to the offer. If the
 4 offer also includes a free gift or trial, the offer shall include a clear
 5 and conspicuous explanation of the price that will be charged after
 6 the trial ends or the manner in which the subscription or purchasing
 7 agreement pricing will change upon conclusion of the trial;

8 (a)(2) Charge the consumer's credit or debit card, or the
 9 consumer's account with a third party for an automatic renewal or
 10 continuous service without first obtaining the consumer's
 11 affirmative consent to the agreement containing the automatic
 12 renewal offer terms or continuous service offer terms, including the
 13 terms of an automatic renewal offer or continuous service offer that
 14 is made at a promotional or discounted price for a limited period of
 15 time; or

16 (a)(3) Fail to provide an acknowledgment that includes the
 17 automatic renewal offer terms or continuous service offer terms,
 18 cancellation policy, and information regarding how to cancel in a
 19 manner that is capable of being retained by the consumer. If the
 20 automatic renewal offer or continuous service offer includes a free
 21 gift or trial, the business shall also disclose in the acknowledgment
 22 how to cancel, and allow the consumer to cancel, the automatic
 23 renewal or continuous service before the consumer pays for the
 24 goods or services.

25 *See*, Cal. Bus. & Prof. Code § 17602(a).

26 6. The ARL defines the term "Automatic Renewal" as "a plan or arrangement in
 27 which a paid subscription or purchasing agreement is automatically renewed at the end of a definite
 28 term for a subsequent term." *See*, Cal. Bus. & Prof. Code § 17601(a).

29 7. The ARL defines the term "Automatic renewal offer terms" as the "following clear
 30 and conspicuous disclosures":

31 (a) That the subscription or purchasing agreement will continue
 32 until the consumer cancels;

33 (b) The description of the cancellation policy that applies to the
 34 offer;

35 (c) The recurring charges that will be charged to the consumer's
 36 credit or debit card or payment account with a third party as part of
 37 the automatic renewal plan or arrangement, and that the amount of
 38 the charge may change, if that is the case, and the amount to which
 the charge will change, if known;

1 (d) The length of the automatic renewal term or that the service
2 is continuous, unless the length of the term is chosen by the
3 consumer; and

4 (e) The minimum purchase obligation, if any.

5 See, Cal. Bus. & Prof. Code § 17601(b).

6 8. The ARL defines “clear and conspicuous” or “clearly and conspicuously” to mean,
7 “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding
8 text of the same size, or set off from the surrounding text of the same size by symbols or other
9 marks, in a manner that clearly calls attention to the language.” See, Cal. Bus. & Prof. Code §
10 17601(c).

11 9. The ARL mandates that such services shall be made readily cancellable by
12 consumers, specifically stating, “A business that makes an automatic renewal offer or continuous
13 service offer shall provide a toll-free telephone number, electronic mail address, a postal address
14 if the seller directly bills the consumer, or it shall provide another cost-effective, timely, and easy-
15 to-use mechanism for cancellation that shall be described in the acknowledgment specified in
16 paragraph (3) of subdivision (a).” See, Cal. Bus. & Prof. Code §17602(b).

17 10. Furthermore, the ARL mandates that, “In addition to the requirements of
18 subdivision (b), a consumer who accepts an automatic renewal or continuous service offer online
19 shall be allowed to terminate the automatic renewal or continuous service exclusively online,
20 which may include a termination email formatted and provided by the business that a consumer
21 can send to the business without additional information.” See, Cal. Bus. & Prof. Code § 17602(c).

22 11. Pursuant to § 17603 of Cal. Bus. & Prof. Code, “In any case in which a business
23 sends any goods, wares, merchandise, or products to a consumer, under a continuous service
24 agreement or automatic renewal of a purchase, without first obtaining the consumers affirmative
25 consent as described in § 17602, the goods, wares, merchandise, or products shall for all purposes
26 be deemed an unconditional gift to the consumer, who may use or dispose of the same in any
27 manner he or she sees fit without any obligation whatsoever on the consumer’s part to the business,
28

1 including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,
2 merchandise, or products to the business.”

3 **PARTIES AND STANDING**

4 12. Plaintiff is a citizen of California. Plaintiff purchased a subscription plan from
5 Billie’s website and subscription skincare and grooming delivery service, www.mybillie.com, in
6 California during the Relevant Period. Plaintiff and Class Members are consumers as defined
7 under Cal. Bus. & Prof. Code § 17601(d).

8 13. Plaintiff is informed and believes, and thereon alleges, that defendant Billie, Inc. is
9 a Delaware Corporation with its principal place of business located in New York.

10 14. Plaintiff is informed and believes, and thereon alleges, that defendant Billie owns,
11 operates, and provides to the public in California, the United States, and elsewhere,
12 www.mybillie.com, and has done so throughout the Relevant Period. www.mybillie.com provides
13 access to a monthly skincare and grooming subscription delivery service. During the Relevant
14 Period Defendant made, and continues to make, automatic renewal or continuous service offers to
15 consumers in California. Billie’s automatic renewal and/or continuous service plan is marketed
16 and known as “Billie”.

17 15. At all relevant times, each and every defendant was acting as an agent and/or
18 employee of each of the other defendants and was acting within the course and/or scope of said
19 agency and/or employment with the full knowledge and consent of each of the defendants. Each
20 of the acts and/or omissions complained of herein were alleged and made known to, and ratified
21 by, each of the other defendants (Billie and DOE Defendants will hereafter collectively be referred
22 to as “Defendants”).

23 16. The true name and capacities of the Defendants sued herein as DOES 1 through 10,
24 inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious
25 names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful
26 acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true
27 names and capacities of the DOE Defendants when such identities become known.
28

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action. This Court has personal jurisdiction over Defendants because they conducted and continue to conduct substantial business in the State of California, County of Los Angeles, and Defendant's offending website is available across California.

18. Venue is proper in this Court because Defendants conduct substantial business in this County. Venue is also proper in this Court because a substantial portion of the misconduct alleged herein occurred in the County of Los Angeles.

CLASS ACTION ALLEGATIONS

19. Class actions are certified when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. Cal. Civ. Proc. Code § 382. The California Supreme Court has stated that a class should be certified when the party seeking certification has demonstrated the existence of a "well-defined community of interest" among the members of the proposed class. *Richmond v. Dart Indus., Inc.*, 29 Cal.3d 462, 470 (1981); *see also Daar v. Yellow Cab Co.*, 67 Cal.2d 695, 704 (1967).

20. Class actions are especially valuable in a context such as this one, in which individual relief may be modest. It is well settled that a plaintiff need not prove the merits of the action at the class certification stage.

21. Rather, the decision of whether to certify a class is "essentially a procedural one" and the appropriate analysis is whether, assuming the merits of the claims, they are suitable for resolution on a class-wide basis:

As the focus in a certification dispute is on what types of questions common or individual are likely to arise in the action, rather than on the merits of the case, in determining whether there is substantial evidence to support a trial court's certification order, we consider whether the theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment.

Sav-On Drug Stores, Inc. v. Superior Court, 34 Cal.4th 319, 327 (2004) (citations omitted).

22. In addition, the assessment of suitability for class certification entails addressing whether a class action is superior to individual lawsuits or alternative procedures for resolving the

1 controversy. *Capitol People First v. State Dept. of Developmental Services* (2007) 155
2 Cal.App.4th 676, 689.

3 23. Plaintiff brings this action on behalf of herself, and on behalf of all others similarly
4 situated. The Class consists of all persons within California that, within the applicable statute of
5 limitations period up to and including entry of judgment in this matter, purchased any product or
6 service in response to an offer constituting an "Automatic Renewal" as defined by § 1601(a) of
7 the ARL from Defendants, their predecessors, or their affiliates, via the website
8 www.mybillie.com (the Class).

9 24. Excluded from the Class are governmental entities, Defendants, any entity in which
10 Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal
11 representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and individuals
12 bound by any prior settlement. Also excluded from the Class is any judge, justice, or judicial
13 officer presiding over this matter.

14 25. The members of the Class are so numerous that joinder of all members is
15 impracticable. While the exact number and identities of Class members are unknown to Plaintiff
16 at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and
17 believes the Class includes thousands of members. This amount likely reflects thousands of unique
18 customers, many of them California citizens, who have signed up for Defendants' auto-renewal
19 services. Plaintiff alleges that the Class may be ascertained by the records maintained by
20 Defendants.

21 26. Common questions of law and fact exist as to all members of the Class, and
22 predominate over any questions affecting solely individual members of the Class. Among the
23 questions of law and fact common to the Class are:

24 (a) Whether during the Relevant Period Billie failed to present the
25 automatic renewal offer terms, or continuous service offer terms, in a clear
26 and conspicuous manner before the subscription or purchasing agreement
27 was fulfilled and in visual proximity to the request for consent to the offer
28 in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

(b) Whether during the Relevant Period Billie charged Plaintiff's and
Class Members' Payment Method(s) for an automatic renewal or
continuous service without first obtaining Plaintiff's and Class Members'

1 affirmative consent to the automatic renewal offer terms or continuous
2 service offer terms in violation of Cal. Bus. & Prof Code § 17602(a)(2);

3 (c) Whether during the Relevant Period Billie failed to provide an
4 acknowledgment that included the automatic renewal or continuous service
5 offer terms, cancellation policy, and information on how to cancel in a
6 manner that is capable of being retained by Plaintiff and Class Members, in
7 violation of Cal. Bus. & Prof. Code § 17602(a)(3);

8 (d) Whether during the Relevant Period Billie failed to provide an
9 acknowledgment that describes a cost-effective, timely, and easy-to-use
10 mechanism for cancellation in violation of Cal. Bus. & Prof. Code §
11 17602(b);

12 (e) Whether Plaintiff and Class Members are entitled to injunctive relief
13 under Cal. Bus. & Prof. Code § 17203;

14 (f) Whether Plaintiff and Class Members are entitled to attorneys' fees
15 and costs under California Code of Civil Procedure § 1021.5.

16 27. Plaintiff's claims are typical of the claims of the members of the Class, as Plaintiff
17 and members of the Class sustained and continue to sustain injuries arising out of Defendants'
18 conduct or omissions in violation of state law as complained of herein. Plaintiff, like all other
19 members of the Class, claims that Defendants have violated state law by violating the ARL and
20 UCL by, *inter alia* at the time of making an automatic renewal/continuous service offer, (i) failing
21 to present the terms of said offers in a clear and conspicuous manner and in visual proximity to
22 the request for consent to the offer before the subscription or purchasing agreement was fulfilled
23 in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) charging Plaintiff's and Class member's
24 Payment Method(s) without first obtaining Plaintiff's and Class members' affirmative consent to
25 the agreement containing the automatic renewal offer terms or continuous service offer terms in
26 violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (iii) failing to provide an acknowledgment
27 that includes the automatic renewal or continuous service offer terms, cancellation policy, and
28 information regarding how to cancel in a manner that is capable of being retained by the consumer
in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3), 17602(b).

29 28. Plaintiff will fairly and adequately protect the interests of the members of the Class,
30 and has retained counsel competent and experienced in class action litigation. Plaintiff has no
interests antagonistic to, or in conflict with, those of the Class.

1 29. A class action is superior to other available methods for the fair and efficient
2 adjudication of the controversy, since joinder of all members is impracticable. Furthermore,
3 because the damages suffered by the individual Class members may be relatively small, the
4 expense and burden of individual litigation make it impossible for members of the Class
5 individually to redress the wrongs done to them.

6 30. There will be no difficulty in the management of this action as a class action.
7 Moreover, judicial economy will be served by the maintenance of this lawsuit as a class action,
8 in that it is likely to avoid the burden which would be otherwise placed upon the judicial system
9 by the filing of thousands of similar suits by disabled people across the California. There are no
10 obstacles to effective and efficient management of the lawsuit as a class action.

11 **RELEVANT FACTUAL BACKGROUND**

12 **Billie's Business**

13 31. Billie offers, at its website, found at www.mybillie.com, subscriptions for the
14 delivery of monthly skincare and grooming items, as well as related products. Billie constitutes
15 an automatic renewal and/or continuous service plan or arrangement pursuant to the ARL. Cal.
16 Bus. & Prof. Code § 17601(a).

17 **Plaintiff's Subscription**

18 32. On January 22, 2021, Plaintiff visited Defendants' website, www.mybillie.com,
19 and purchased online, for monthly delivery, a shaving razor starter kit and blades (the
20 "Product(s)"). Plaintiff's credit card incurred a \$9.70 charge (inclusive of shipping and taxes) for
21 the purchase of the Products.

22 33. Also on January 22, 2021, after placing her order, Plaintiff received an email from
23 Billie ("Email 1") that confirmed Billie had received Plaintiff's order and indicated when that her
24 first delivery was being prepared, and provided an order number and shipping tracking.

25 34. Plaintiff received the first order of Products from Billie shortly thereafter.

26 35. On February 22, 2021, Plaintiff received an email of similar substance to Email 1
27 that indicated that her second order was on its way and provided a tracking number.

28 36. Shortly thereafter Plaintiff received the second order of Products from Billie.

1 37. From December January 2021 through the present, Billie has continually delivered
2 the Products to Plaintiff on a monthly basis.

3 38. Because the “automatic renewal offer terms” (the “AROT”) were not properly
4 disclosed Plaintiff did not understand the frequency at which she would continue to be charged
5 \$9.70.

6 39. Upon realizing the above, Plaintiff attempted to cancel her subscription online, but
7 was unable to do so as Billie does not provide adequate information regarding their online method
8 of termination for its auto renewal or continuous service programs. Plaintiff is currently being
9 charged \$9.700 per month by Defendants for services she does not wish to receive.

10 40. As a result of Billie not properly displaying the AROT at the time of purchase, or
11 providing the AROT in subsequent emails, Plaintiff, unbeknownst to her, incurred at least six (6)
12 monthly charges of \$9.70 for Products she did not wish to receive.

13 41. Plaintiff’s Counsel, upon being retained to investigate Billie’s violations of the
14 ARL and the UCL by the Plaintiff, engaged the services of an expert to analyze Billie’s website
15 as it is presented to the public.

16 **ARL VIOLATION 1 – Billie Fails to Disclose the Automatic Renewal Offer Terms in a**
17 **Clear and Conspicuous Manner in Violation of Cal. Bus. & Prof. Code § 17601**

18 42. Billie is required to “clearly and conspicuously” disclose the AROT. *See*, Cal. Bus.
19 & Prof. Code § 17601. Throughout the Relevant Period, Billie has failed to meet this requirement.
20 Specifically, although www.mybillie.com has links in the home page footer titled “Terms of Use”
21 that leads users to a page which contains the AROT, it is not clearly and conspicuously disclosed
22 because these pages can only be accessed via a hyperlink labeled simply “Terms of Use”.

23 **ARL VIOLATION 2 – Billie Fails to Present the Automatic Renewal Offer Terms in a**
24 **Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement is**
25 **Fulfilled and in Visual Proximity to the Request for Consent to the Offer in**
26 **Violation of Cal. Bus. & Prof. Code § 17602(a)(1)**

27 43. Billie is required to “clearly and conspicuously” disclose the AROT on the
28 checkout screen. *See*, Cal. Bus. & Prof. Code § 17602(a)(1). Billie does not do this. In fact, at

1 the checkout page of www.mybillie.com there is a brief statement regarding the AROT and a link
2 to the Terms of Service.

3 44. Notably, the actual AROT which contains specific information on the length of the
4 auto renewal program, the recurring charges, the auto renewal programs continuous nature, and
5 the actual details of the cancellation policy is contained in the "Terms of Use" which can only be
6 accessed via a hyperlink. As such the AROT are not displayed in a "clear and conspicuous"
7 manner that clearly calls attention to the language before the subscription or purchasing agreement
8 is fulfilled and in visual proximity thereto. In order to properly comply with the terms of the ARL,
9 Billie should take the information contained in the AROT located on the "Terms of Use" and place
10 it directly on the checkout screen in a manner designed to draw attention of the consumer.

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billie

Checkout

Customer Information

EDIT

Order Summary

Razor Starter Kit x 1
Coral

\$9.00

[Gift card or promo code](#)

Shipping

☒ Free Shipping

FREE

Subtotal

\$9.00

Shipping

\$0.00

Taxes

\$0.59

Total

\$9.59

Billing And Payment

* Indicates a Required Field

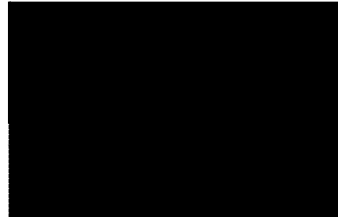
☒ Credit Card

NAME ON CARD *

CARD NUMBER *

EXPIRATION *

CVV * ?



Billing Address

☒☐ Use a different billing address☒ Get some emails and fun stuff in your inbox.

By making a purchase, you accept the [Terms of Service and Privacy Policy](#). Any subscription products in your order will automatically renew and your credit card will be charged until you cancel. You can cancel subscriptions at any time from your account.

PLACE MY ORDER

All rights reserved © 2021 Billie

**ARL VIOLATION 3 – Billie Fails to Obtain Affirmative Consent to the Automatic
Renewal Offer Terms Before the Subscription or Purchasing Agreement is Fulfilled and
Charged to the Plaintiff and Other Consumers in Violation of
Cal. Bus. & Prof. Code § 17602(a)(2)**

45. Billie is required to obtain the “consumer’s affirmative consent to the agreement containing the automatic renewal offer terms”, and must obtain such affirmative consent before charging the consumer’s Payment Method.

46. “Affirmative consent” is an express act such as a check-box or similar button/mechanism that must be chosen/selected before the purchase order can be submitted/completed.¹

47. Again, at checkout, www.mybillie.com only provides no statements whatsoever regarding the AROT or that the user is entering into a subscription or automatic renewal service. In addition, www.mybillie.com fails to provide any check-box or similar mechanism to indicate that the consumer has read, understood and has affirmatively consented to the AROT.

48. As a result, during the Relevant Period, prior to charging Plaintiff’s and Class members’ Payment Method(s), Defendants failed to obtain Plaintiff’s and Class members’ affirmative consent to the automatic renewal/continuous service offer terms as required by Cal. Bus. & Prof. Code § 17602(a)(2).

49. Because of Defendants’ failure to gather affirmative consent to the automatic renewal terms, all goods, wares, merchandise, or products sent to Plaintiff and Class members

¹ California courts have provided judicial guidance as to what constitutes “affirmative consent” under the ARL. In both *eHarmony* and *Beachbody*, California courts have taken the position that affirmative consent under the ARL must be obtained through an “express act” by the consumer to consent to the terms of the automatic renewal contract. In the final judgment against Beachbody, the court held that “consent is obtained by an express act by the consumer through a check-box, signature, express consent button or other substantially similar mechanism that consumers must select to give their consent. This mechanism cannot relate to consent for anything other than the automatic renewal or continuous service offer terms.” *People of the State of California v Beachbody LLC*, Case No. 55029222, Superior Court for the State of California, Los Angeles County (Aug. 24, 2017). Similarly, in the final judgment against eHarmony the court reiterated this position stating that “consent is obtained by an express act by the consumer through a check-box, signature, or other substantially similar mechanism that consumers must affirmatively select or sign to accept the AUTOMATIC RENEWAL OFFER TERMS and no other part of the transaction.” *People of the State of California v eHarmony Inc.*, Case No. 17-cv-03314, Superior Court for the State of California, County of Santa Cruz (Jan. 8, 2018).

1 under the automatic renewal/continuous service agreement are deemed to be an unconditional gift
 2 pursuant to Cal. Bus. & Prof. Code § 17603, and Plaintiff and Class members may use or dispose
 3 of the same in any manner they see fit without any obligation whatsoever on their part to
 4 Defendants, including, but not limited to, bearing the cost of, or responsibility for, shipping any
 5 goods, wares, merchandise or products.

6
 7 **ARL VIOLATION 4 – Billie Box Failed to Provide an Acknowledgment as
 Required by Cal. Bus. & Prof. Code § 17602(a)(3) and 17602(b)**

8 50. Furthermore, and in addition to the above, after Plaintiff and Class members
 9 subscribed to www.mybillie.com, Defendants sent to Plaintiff and Class members email follow-
 10 ups to their purchases, including email(s) entitled “Order Confirmed!”, and “Good stuff coming
 11 your way.” but has failed, and continues to fail, to provide an acknowledgment that includes the
 12 automatic renewal offer terms or continuous service offer terms, cancellation policy, and
 13 information regarding how to cancel in a manner that is capable of being retained by Plaintiff and
 14 Class members in violation of Cal. Bus. & Prof. Code § 17602(a)(3), and 17602(b).

15 **FIRST CAUSE OF ACTION**

16 **Violation of the Unfair Competition Law - (Cal. Bus. & Prof. Code § 17200 et seq.)**

17 51. Plaintiff incorporates by reference the above allegations set forth in the Complaint
 18 as if fully set forth herein.

19 52. The UCL prohibits unfair competition in the form of any “unlawful, unfair or
 20 fraudulent business act or practice.” *See*, Cal. Bus. & Prof. Code § 17200.

21 53. The UCL permits “a person who has suffered injury in fact and has lost money or
 22 property” to prosecute a civil action for violation of the UCL. This civil action may be brought
 23 individually or on behalf of the injured individual and all others similarly situated who are affected
 24 by the unlawful and/or unfair business practice or act. *See*, Cal. Bus. & Prof. Code § 17204.

25 54. Since November 18, 2015, and continuing through and including the Relevant
 26 Period, Billie has committed unlawful and/or unfair business acts or practices as defined by the
 27 UCL, by violating the ARL, specifically, Cal. Bus. & Prof. Code §§ 17602(a)(1)-(3) and 17602(b).
 28 The public policy underlying a UCL action under the unfair prong of the UCL is tethered to a

1 specific statutory provision. *See*, Cal. Bus. & Prof. Code §§ 17600, 17602. In addition, besides
2 offending an established public policy, Defendants' acts or practices are immoral, unethical,
3 oppressive, unscrupulous or substantially injurious to consumers. Further, the utility of
4 Defendants' conduct is outweighed by the gravity of the harm to Plaintiff and Class members.

5 55. Plaintiff has standing to pursue this claim because she suffered injury in fact and
6 has lost money or property as a result of Defendants' actions as set forth herein. Plaintiff purchased
7 Billie's Products for personal and/or family purposes/use.

8 56. Plaintiff and similarly situated Class members are entitled to enforce all applicable
9 penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain injunctive relief
10 pursuant to Cal. Bus. & Prof. Code § 17203.

11 57. Plaintiff has assumed the responsibility of enforcement of the laws and public
12 policies specified herein by suing on behalf of herself and others similarly situated. Plaintiff's
13 success in this action will enforce important rights affecting the public interest. Plaintiff will incur
14 a financial burden in pursuing this action in the public interest. An award of reasonable attorneys'
15 fees to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

16 58. Plaintiff, on behalf of herself and Class members, requests relief as described
17 below.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff demands judgment against Defendants and requests the following
20 relief:

21 A. That this Court Order a preliminary and permanent injunction
22 enjoining Defendants from violating the UCL, Bus. & Prof. Code §§ 17200
23 et seq. and the ARL §§ 17600 et seq.;

24 B. That this Court find and declare that Defendants have violated Cal.
25 Bus. & Prof. Code § 17602(a)(1) by failing to present the automatic renewal
26 offer terms in a clear and conspicuous manner and in the visual proximity
27 to the request for consent to the offer before the subscription or purchasing
28 agreement was fulfilled;

1 C. That this Court find and declare that Defendants have violated Cal.
2 Bus. & Prof. Code § 17602(a)(2) by charging Plaintiff's and Class
3 Members' Payment Method without first obtaining their affirmative consent
4 to the automatic renewal offer terms or continuous service terms;

5 D. That this Court find and declare that Defendants have violated Cal.
6 Bus. & Prof. Code § 17602(a)(3) by failing to provide an acknowledgment
7 that includes the automatic renewal or continuous service offer terms and
8 cancellation policy;

9 E. That this Court find and declare that Defendants have violated Cal.
10 Bus. & Prof. Code § 17602(b) by failing to provide an acknowledgment that
11 describes a toll-free telephone number, electronic mail address, a postal
12 address only when the seller directly bills the consumer, or another cost-
13 effective, timely, and easy-to-use mechanism for cancellation;

14 F. That this Court find and declare that Defendants have violated the
15 UCL and committed unfair and unlawful business practices by violating
16 Cal. Bus. & Prof. Code § 1702;

17 G. That this Court Order a preliminary and permanent injunction
18 requiring Defendants to take the steps necessary to bring
19 www.mybillie.com into compliance with the ARL;

20 H. That this Court award reasonable attorneys' fees and costs
21 (including expert fees) and other expenses of suit pursuant to California
22 Code of Civil Procedure § 1021.5, and/or other applicable law; and

23 I. That this Court awards such other and further relief as it deems
24 necessary, just, proper, and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury on all issues which can be heard by a jury.

Dated: July 26, 2021

BRODSKY SMITH

By: 

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07/26/2021