

1 John J. Nelson (SBN 317598)
2 MILBERG COLEMAN BRYSON
3 PHILLIPS GROSSMAN, PLLC
4 280 South Beverly Drive
5 Beverly Hills, California 90212
6 Tel.: (858) 209-6941
7 jnelson@milberg.com

8 *Attorney for Plaintiffs and the Class*

9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 JESSICA QUAMINA, KSENIYA GODUN,
12 MOYA MCDOWELL, RENEE PETTIT,
13 KRISTIE NELSON, TASHA DAVIS AND
14 LATOYA FOUST, Individually and on behalf
15 of all others similarly situated

16 Plaintiffs,

17 -VS.-

18 JustAnswer LLC

19 Defendant.

CASE NO.

CLASS ACTION COMPLAINT

Jury Trial Demanded

20 **I. INTRODUCTION**

21
22 1. JustAnswer LLC (“JustAnswer”) or (“Defendant”) operates a website,
23 www.justanswer.com, on which users can ask “experts” to answer on a wide variety of topics,
24 including, among others, medical, legal, tax, veterinary, computer, and electrical.

25 2. Users can access the JustAnswer website on a standard computer, such as a desktop
26 or laptop, or a mobile device.
27
28

1 3. When a user first accesses the JustAnswer website, they are informed they can
2 “[t]alk to doctors, lawyers, vets, [and] more in minutes” and are presented with a box where they
3 can type a question.

4 4. However, JustAnswer also solicits clients through on-line sites such as:
5 pissedconsumers.com or gethuman.com¹.

6 5. There are a variety of links displayed on these sites that will take the user to the
7 JustAnswer website.

8 6. The JustAnswer website displayed after pressing these links can be confusing to
9 the user as the website will display Just answer Playstation Support, Just answer Groupon Support,
10 Just answer Microsoft Support... etc.

11 7. Some Plaintiffs and class members actually believe they are speaking with those
12 companies’ customer support departments.

13
14 **JustAnswer Prior to California Settlement Agreement**

15 8. On January 31, 2020, Tina Sellers (“Sellers”) and Erin O’Grady (“O’Grady”)
16 (collectively, “Plaintiffs”) filed a complaint in the Superior Court of the State of California, County
17 of San Diego, entitled *Sellers, et al. v. JustAnswer LLC*, Case No. 37-2020-00005869-CU-BT-
18 CTL (the “Action”). (ROA #1.)

19
20 9. Tina Sellers and Erin O’Grady (together, Plaintiffs) used the JustAnswer website
21 to submit a single question to an “expert” for what they believed would be a one-time fee of \$5,
22 and JustAnswer automatically enrolled them in a costlier monthly membership.
23

24
25
26
27

¹ Upon information and belief, these websites are set up to assist users in getting customer support assistance from
28 companies such as Groupon, Microsoft or Playstation.

1 10. After discovering additional charges to their credit cards, Plaintiffs filed a class
2 action lawsuit against JustAnswer, alleging it routinely enrolled online consumers like them in
3 automatic renewal membership programs without providing “clear and conspicuous” disclosures
4 and obtaining their “affirmative consent” as mandated by the Automatic Renewal Law (Bus. &
5 Prof. Code,1 § 17600 et seq.; the ARL). (§ 17602, subds. (a)(1) and (a)(2).

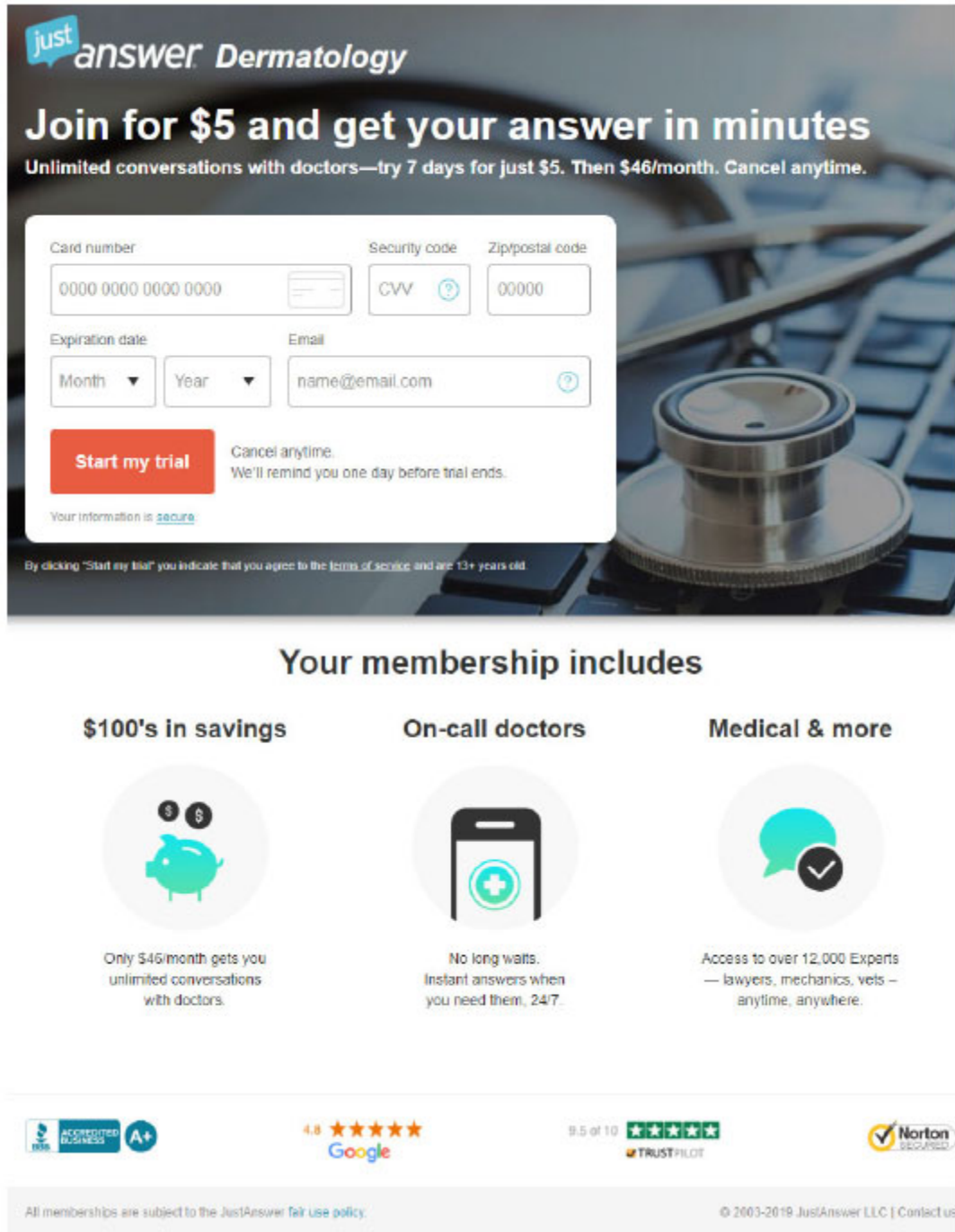
6 11. JustAnswer claimed Plaintiffs agreed to their “Terms of Service,” which included
7 a class action waiver and a binding arbitration clause, when they entered their payment information
8 on the website and clicked a button that read, “Start my trial.”
9

10 12. The following textual notice appeared in very small print further down the page
11 below the “Start my trial” button:

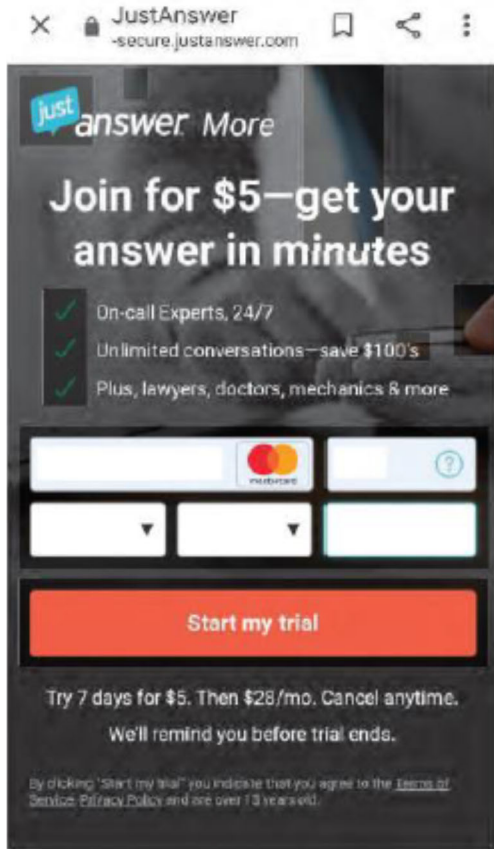
12 13. “By clicking ‘Start my trial’ you indicate that you agree to the terms of service and
13 are 13+ years old.”

14 14. The underlined “terms of service” was a hyperlink to a separate webpage that
15 displayed the 26-page-long terms of service.
16

17 15. If a user accesses the JustAnswer website on a desktop or laptop computer, the
18 payment page looks like this:
19
20
21
22
23
24
25
26
27
28



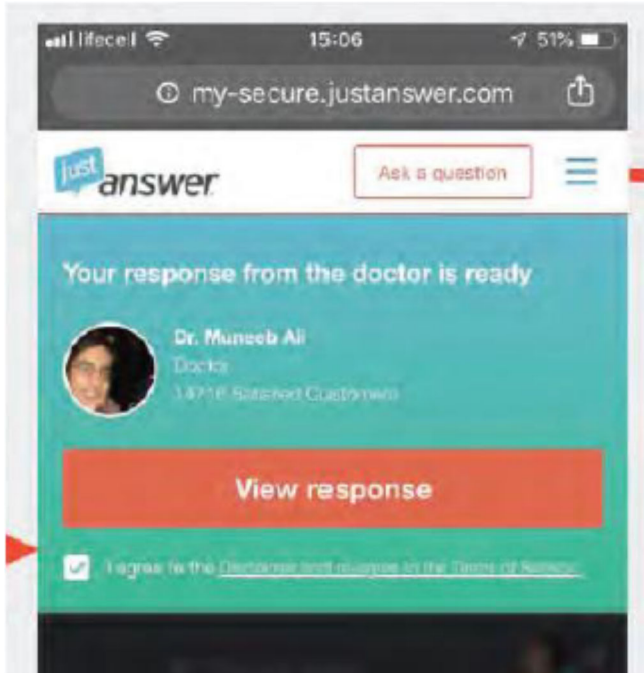
16. If a user accesses the website on a mobile device, the following is what the payment page looks like:



17. Both the “Terms of Service” and “Privacy Policy” are hyperlinks to separate pages containing the respective terms, including a binding arbitration clause and class action waiver, and privacy policy.

18. As with the computer version, the user is not required to actually view the hyperlinked terms of service in order to click “Start my trial” and begin using JustAnswer’s service.

19. In addition, users on mobile devices are directed to the following screen once the response to their initial question is ready:



1
2
3
4
5
6
7
8
9
10
11
12 20. The screen includes another large orange button that reads “View response,” and
13 below that is a checkbox followed by the statement, in smaller white font, “I agree to the
14 Disclaimer and re-agree to the Terms of Service.”

15 21. The underlined text “Disclaimer and re-agree to the Terms of Service” is a
16 hyperlink that leads the user to another page with a series of disclaimers, but not to the terms of
17 service containing the arbitration clause.
18

19 22. Rather, the hyperlinked page contains two separate sets of disclaimers and, after
20 each, states, “You can read more about these policies in our Terms of Service.”

21 23. The words “Terms of Service” appear in blue font and are hyperlinks to the same
22 terms of service page linked on the payment screens.

23 24. Here, the user must check the box next to the statement in order to view the
24 response to their question.
25
26
27
28

1 25. However, the user does not need to actually click on and view the hyperlinked pages
2 containing either the disclaimers or the terms of service in order to check the box or to continue
3 using JustAnswer’s service.

4 26. The Action alleges that, in connection with membership subscription offers made
5 to California consumers, Defendant violated provisions of California consumer-protection law,
6 including the Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.) (“ARL”), the
7 Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.) (“CLRA”), and the Unfair Competition
8 Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).
9

10 27. The Parties entered into a Settlement Agreement dated March 24, 2022. (See copy
11 of Settlement Agreement attached hereto as Exhibit “1”).

12 28. As part of the Settlement Agreement, within 60 days after its effective date, and for
13 a period of at least two years thereafter, Defendant will make any changes to its membership offer
14 materials and practices necessary to substantially comply with California Business and Professions
15 Code §§ 17600-17606. (See Exhibit “1”; page 6).
16

17 **JustAnswer Post California Settlement Agreement**

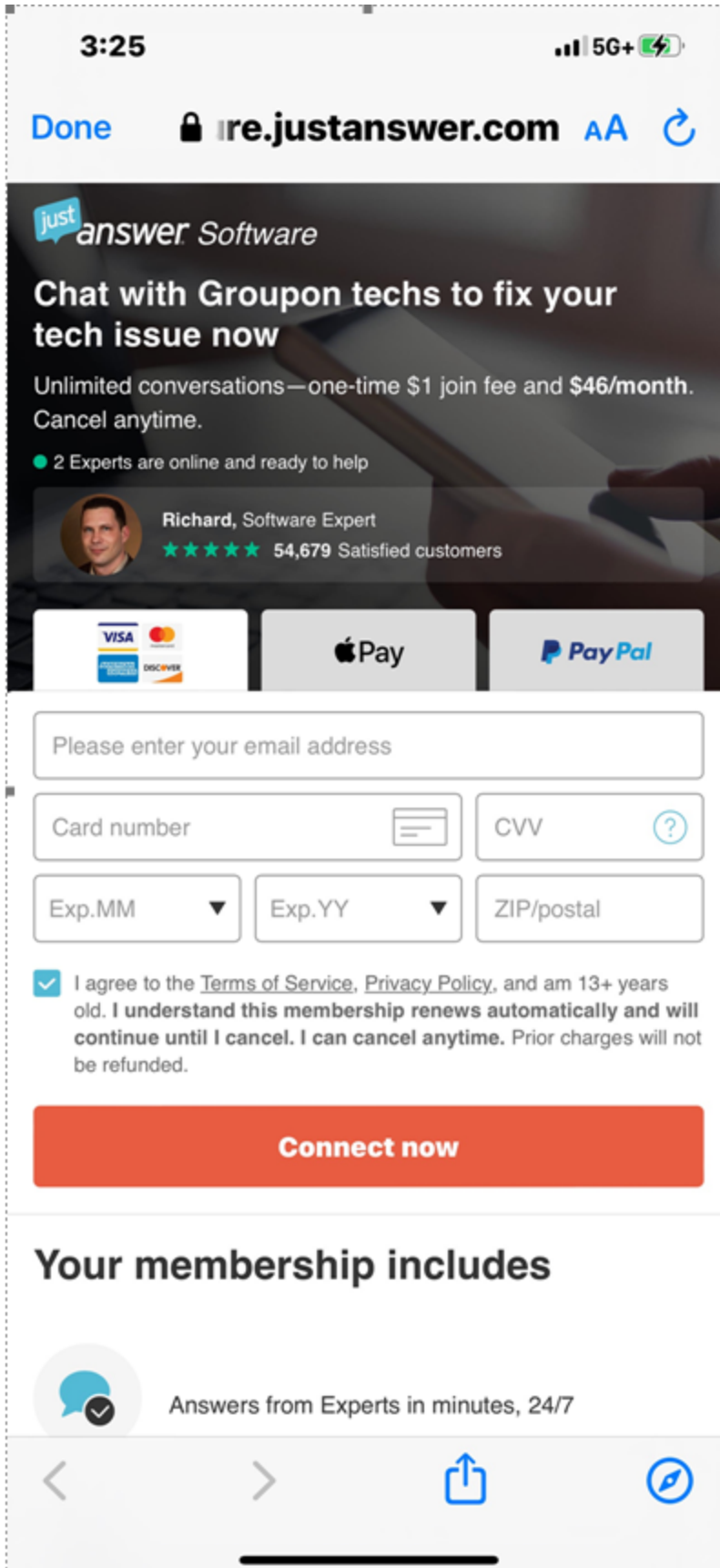
18 29. Upon information and belief, JustAnswer amended its Terms of Service effective
19 February 26, 2022.

20 30. However, there is still no mention of cost on the JustAnswer site, but, if the user
21 enters a question in the box and clicks “Continue,” they are taken to a payment page.
22

23 31. Once taken to the payment page, customers pay anywhere between \$1 to \$5 to have
24 their questions answered.

25 32. However, just as it was before the California Settlement, JustAnswer enrolls these
26 customers in costlier membership.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1 33. As an example and as shown in the image above, the page states, in fairly large
2 white print against a dark background, “Chat with Groupon techs to fix your tech issue now.”

3 34. Above that, it states “just answer Software.”

4 35. Below, in smaller print, it says: “Unlimited conversations one-time \$1 join fee and
5 \$46/month. Cancel anytime.”

6 36. Below that, there is a white box with fields for the user to enter their credit card
7 information and an email address.

8 37. Below those fields, is much smaller checked-off blue box and smaller print
9 containing hyperlinks to Terms of Service, Privacy Policy and language regarding automatic
10 renewal.

11 38. The user is not required to check-off the box as the box has already been checked
12 automatically.

13 39. Then there is a large orange button that says, “Connect now.”

14 40. The underlined “terms of service” is a hyperlink that takes the user to another
15 webpage with approximately 34 pages of terms, including, among others, a binding arbitration
16 clause, a class action waiver, and a disclaimer that JustAnswer does not “guarantee any particular
17 level of expertise” from their experts.

18 41. Again, the user is not required to actually view the hyperlinked terms of service in
19 order to begin using JustAnswer’s service.

20 42. Even if consumers were to click on the hyperlinked terms and conditions, they
21 would be unlikely to see that Defendant’s term memberships automatically renews for “time
22 periods (e.g, monthly, annually) set forth at the time of sign up.”
23
24
25
26
27
28

1 43. Defendant buried this information in dense text and is not clear and conspicuous
2 disclosures as required by law.

3 44. Upon information and belief, the “\$46/month” are believed to be what Defendant
4 is referring to when it discussed the “terms of membership” that automatically renewed.

5 45. The Defendant goes out of its way to avoid saying that “By clicking this box, you
6 are agreeing to pay a membership fee of \$46.00 per month.”

7 46. Instead, once a user submits their payment information and clicks on the “Connect
8 now” button, they are automatically enrolled in a recurring monthly membership.

9 47. Plaintiffs and class members believed they were paying anywhere between \$1 to
10 \$5 to have their questions answered.

11 48. Instead, a user could be paying in some cases over \$60.00 to have one question
12 answered and then paying \$60.00 every month thereafter whether or not they ask another question.

13 49. Other Plaintiffs and class members actually believed they were speaking with
14 those companies’ customer support departments.

15 50. Consumers have been injured by Defendant’s practice of renewing consumers’
16 subscriptions without their consent and knowledge and making it difficult for consumers to cancel
17 their subscriptions.

18 51. The website Reseller Ratings² provides some examples that chronicle their
19 common grievances. Customer Reviews give Defendant 1.00 out of 5 stars with numerous billing
20 complaints such as the following:
21
22
23
24
25
26

27 ² <https://www.resellerratings.com/store/JustAnswer>.

1 ★☆☆☆☆ 1/5

2022-10-07

2 **Not worth it!!**

3
4 "They billed me 66 for a montly subscription that i had no idea about. I ended
5 up solving my problem on my own. I expected to pay \$2 not \$66 on top pf
6 that. What a rip off!! I called and they refused to give me a refund. So mad"

7 ★☆☆☆☆ 1/5

2022-09-12

8
9 **scam**

10
11 "answers generic, just use google. They will try to charge you each month and
12 won't refund money."

13 ★☆☆☆☆ 1/5

2022-09-07

14
15 **SCAM!**

16
17 "Their website makes it look like you can sign up for a \$5 trial but when I used
18 Paypal to pay for it, I was charged \$65...\$5 to sign up (SCAM) and \$60 for the
19 first month of membership (SCAM). I immediately tried to contact them via
20 phone multiple times, email, and again on the website (where the "chat"
21 person wouldn't allow me to ask any further questions). They sent me an
22 email saying my membership was canceled and no "additional" funds would
23 be withdrawn from my account. This is a shady outfit indeed!"
24
25
26
27
28

1 I'd rate a negative star if I could

2
3 "I had a question about something and JustAnswer popped up with a
4 message that offered help for \$5. I thought that was reasonable, so I put in
5 my information. Then I get the invoice that shows I signed up for a
6 membership at \$55 per month and see that my credit card has a \$55 pending
7 charge for JustAnswer in addition to the \$5 I thought I was being charged. I
8 called them immediately (same day) and was told that I'd agreed to a
9 membership, which I did not realize I'd agreed to (small print). I cancelled the
10 membership and was told that I would not be charged the \$55. The charge
11 just posted to my credit card so I called again and was told that my money
would not be refunded, as I'd agreed to a membership. I am not happy with
JustAnswer."

12   1/5

2022-08-28

13
14 Don't ever consider them

15 "Needed some help with email account and somehow directed here on line.
16 Did not help, then set up a recurrent charge to my credit card! Total scam.
17 Criminal."
18
19
20
21
22
23
24
25
26
27
28

1 ★☆☆☆☆ 1/5

2022-08-20

2
3 **Said costs \$5 Charged \$5 AND THEN \$60**

4 "RIP OFF. I asked how much it would cost - I was told JUST \$5 I just now
5 received an alert from my Credit Card I was charged a second charge for \$60.
6 Why wasn't I told I would charged and additional \$60? I would NOT have
7 continued with process. on top of it. I told my ENTIRE issue with first person.
8 They connected me to second person (Lawyer) but did not share the info so I
9 had to start ALL OVER again (Lawyer said they are ALL independent
10 contractors and don't share info). AWFUL experience. Wish I read all the
11 reviews FIRST - SAME COMPLAINT everywhere."

11 ★☆☆☆☆ 1/5

2022-08-24

12
13 **Horrendous Experience- You need a lawyer to navigate**
14 **their charges, 1.00 24.00 55.00 WTF??**

15
16 "This was the worst online experience of all time. I went on looking for an
17 answer on microwave repair (wrong site for this!) It said I had to pay 1.00 and
18 would be refunded. I was then offered to talk to someone for 24.00 so I paid
19 for that. When the person who was going to help me told me he only texts (I
20 don't have time for that) I said I wanted my money back. I was credited back
21 the 24.00 but see a charge for 55.00 (MONTHLY MEMBERSHIP) I never
22 consented to a monthly 55.00 membership. This is egregious! I've never had a
23 company do something like this before? I will be calling my CC company to
24 suspend payment as it was unauthorized."

25 **II. PARTIES**

- 26 52. Jessica Quamina is a resident of Long Beach, California.
27 53. Kseniya Godun is a resident of California.
28 54. Plaintiff Moya McDowell is a resident of Poughkeepsie, New York.

1 55. Plaintiff Renee Pettit is a resident of Auburndale, Florida.

2 56. Plaintiff Kristie Nelson is a resident of Hollywood, Florida.

3 57. Plaintiff Tasha Davis is a resident of Greensboro, North Carolina.

4 58. Plaintiff Latoya Foust is a resident North Carolina.

5 59. Plaintiffs are informed and believe and thereon allege that JustAnswer is a limited
6 liability company organized under the laws of Idaho and has its principal place of business in San
7 Francisco, California. JustAnswer does business in San Diego County, including the marketing
8 and sale of services that include the membership programs described herein.
9

10 **III. INDIVIDUAL PLAINTIFFS' ALLEGATIONS**

11 **JESSICA QUAMINA (CALIFORNIA PLAINTIFF)**

12 60. In or about July or August 2021, Jessica decided to ask a legal question on the
13 JustAnswer website.

14 61. Prior to submitting her question, Jessica was required to provide her payment
15 information through the website's payment page.
16

17 62. She paid Defendant a deposit and then Jessica paid additional money to the attorney
18 to provide her with additional information on a landlord tenant matter.

19 63. Jessica had used JustAnswer in the past and had been charged a recurring fee, but
20 she thought that she may have pressed a button or checked a box by mistake to incur these recurring
21 charges.
22

23 64. However, this time she was very careful to make sure she did not press any buttons
24 or check any boxes that would subject her to any recurring charges.

25 65. Despite making sure that she did not knowingly agree to a monthly subscription
26 fee, approximately 45-days after she paid Defendant and the attorney for their services, she was
27
28

1 shocked to discover that Defendant was charging her an ongoing monthly fee of approximately
2 \$60 per month.

3 66. Had Jessica known that Defendant was going to enroll her in an automatically
4 renewing membership program without her knowledge and consent, she would not have submitted
5 her debit card information to Defendant and would not have paid any money to JustAnswer.

6 **KSENIYA GODUN (CALIFORNIA PLAINTIFF)**

7
8 67. In or about May 2022, Kseniya decided to ask a legal question regarding a lease
9 agreement on the JustAnswer website.

10 68. Prior to submitting her question, Kseniya was required to provide her payment
11 information through the website's payment page.

12 69. Kseniya believed that she would be charged a one-time fee of \$1.00 to have her
13 question answered.

14 70. Kseniya was not satisfied with the answer that she received from the Defendant's
15 representative.

16 71. She then discovered that in addition to the \$1.00 charge, JustAnswer had also
17 charged her an additional fee of \$46.00.

18 72. She now has two (2) separate charges on her account of \$1.00 and \$46.00.

19 73. She immediately tried to contact JustAnswer for a refund.

20 74. The JustAnswer app advised her that she would have to call the Defendant to get a
21 refund.
22

23 75. Kseniya called the Defendant and spoke to a JustAnswer representative who
24 refused to refund her the \$46.00.
25
26
27
28

1 76. Had Kseniya known that Defendant was going to charge her \$46.00 and enroll her
2 in an automatically renewing membership program without her knowledge and consent, she would
3 not have submitted her account information to Defendant and would not have paid any money to
4 JustAnswer.

5 **MOYA MCDOWELL (NEW YORK PLAINTIFF)**

6 77. In or about August 2022, Moya decided to ask a legal question on the JustAnswer
7 website.

8 78. Prior to submitting her question, Moya was required to create an account which
9 included providing her payment information through the website's payment page.
10

11 79. Moya believed that she would be charged a one-time fee of \$5.00 to have her
12 question answered.

13 80. Moya was not satisfied with the answer and she sought other legal counsel.

14 81. Moya then discovered that JustAnswer charged her a \$46.00 membership
15 additional charge.
16

17 82. Moya thought that it was free to join JustAnswer and was shocked when she
18 discovered the \$46.00 charge.

19 83. She also discovered that JustAnswer was going to charge her \$46.00 per month.

20 84. Moya immediately canceled her JustAnswer subscription.

21 85. If Moya had known that Defendant was going to charge her \$46.00 enroll her in an
22 automatically renewing membership program, she would not have submitted her debit card
23 information to Defendant and would not have paid any money to JustAnswer.
24
25
26
27
28

RENEE PETTIT (FLORIDA PLAINTIFF)

1
2 86. In or about September 2022, Renee decided to ask a question on the JustAnswer
3 website for her mother-in-law who was having some minor mechanical issues with her vehicle.

4 87. Prior to submitting her question, Renee was required to create an account which
5 included providing her payment information through the website's payment page.

6 88. Renee believed that she would be charged a one-time fee of \$1.00 to have her
7 question answered by an expert.

8
9 89. Renee then discovered that JustAnswer had charged her account an additional fee
10 of \$34.00.

11 90. Thus, she now has two (2) separate charges on her account of \$1.00 and \$34.00.

12 91. Renee thought that it was going to be \$1.00 to get her questioned answered.

13 92. Renee immediately canceled her JustAnswer subscription.

14 93. However, JustAnswer refused to refund her the \$34.00.

15
16 94. If she had known that Defendant was going to charge her \$34.00 and enroll her in
17 an automatically renewing membership program, she would not have submitted her account
18 information to Defendant and would not have paid any money to JustAnswer.

19 **KRISTIE NELSON (FLORIDA PLAINTIFF)**

20 95. In or about December 2020, Kristie decided to ask a question on the JustAnswer
21 website. Prior to submitting her question, Kristie was required to create an account which included
22 providing her payment information through the website's payment page.

23
24 96. Kristie believed that she would be charged a one-time fee of to have her question
25 answered by an expert.

1 97. She then discovered that JustAnswer had charged her an additional membership
2 charge.

3 98. Kristie thought that it was free to join JustAnswer and was shocked when she
4 discovered the membership charge.

5 99. She also discovered that JustAnswer was going to charge her a monthly fee.

6 100. Kristie immediately canceled her JustAnswer subscription.

7
8 101. If Kristie had known that Defendant was going to enroll her in an automatically
9 renewing membership program, she would not have submitted her debit card information to
10 Defendant and would not have paid any money to JustAnswer.

11 **TASHA DAVIS (NORTH CAROLINA PLAINTIFF)**

12 102. In or about 2019, Tasha decided to ask a legal question on the JustAnswer website.

13 103. Prior to submitting her question, Tasha was required to provide her payment
14 information through the website's payment page.

15 104. She paid Defendant to have an employment questioned answered.

16 105. Tasha believed that she would be charged a one-time fee to have her question
17 answered by an expert.

18 106. She then discovered that JustAnswer was charging her a recurring monthly
19 subscription fee.

20 107. Tasha then called Defendant approximately 3-times to try to get Defendant to stop
21 taking funds out of her bank account.

22 108. Defendant told her it would take approximately 30-days to stop the recurring
23 monthly fees from being deducted from her bank account.
24
25
26
27
28

1 109. However, even after the 30-days had passed, Defendant continued to withdraw
2 funds from Tasha's account.

3 110. Tasha ended up having to close this account.

4 111. If Tasha had known that Defendant was going to enroll her in an automatically
5 renewing membership program, she would not have submitted her debit card information to
6 Defendant and would not have paid any money to JustAnswer.
7

8 **LATOYA FOUST (NORTH CAROLINA PLAINTIFF)**

9 112. In or about September 2022, Latoya decided to ask a legal question on the
10 JustAnswer website.

11 113. Prior to submitting her question, Latoya was required to provide her payment
12 information through the website's payment page.

13 114. She thought she had to pay \$5.00 to the Defendant to have her landlord/tenant
14 questioned answered.

15 115. The next morning Latoya checked her bank account and immediately noticed that
16 Defendant had charged her an additional \$46.00.
17

18 116. She felt that she had been deceived by the Defendant.

19 117. Latoya then called the Defendant and was told she had enrolled in Defendant's
20 monthly membership program.

21 118. However, she only wanted to ask one question so she spent an hour on the phone
22 with a representative of the Defendant pleading her case to have the charge refunded.
23

24 119. Latoya finally received a refund.

25 120. If Latoya had known that Defendant was going to enroll her in an automatically
26 renewing membership program, she would not have submitted her debit card information to
27 Defendant and would not have paid any money to the Defendant.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. SUMMARY OF APPLICABLE LAW

121. The Federal Trade Commission (FTC) Act’s Section 5 is the primary federal statute that governs the use of ARL provisions. The FTC’s guidance on negative option features advises businesses to adhere to five fundamental principles for compliance. (See Negative Options – A Report by the staff of the FTC’s Division of Enforcement attached hereto as Exhibit “2”). The five principles are as follows:

Principle 1. Disclose material terms, including existence, total cost, third-party billing terms, and how to cancel payment (See *Id.* at p.8);

Principle 2. Make disclosures visible by placing them in prominent locations (See *Id.* at p.7);

Principle 3. Disclose material terms of the offer to consumers before payment (See *Id.*);

Principle 4. Obtain consumers’ affirmative consent to the offer rather than relying on a pre-checked box (See Exhibit “2” at p.7); and

Principle 5. Avoid impeding the effective operation of promised cancellation procedures (See *Id.*).

California Automatic Renewal Law

122. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.) (“ARL”), which is part of California’s False Advertising Law; the Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.) (“CLRA”); and the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

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

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

1 one-time purchase of a product, only to receive continued shipments
2 of the product and charges on their credit card. These unforeseen
3 charges are often the result of agreements enumerated in the “fine
4 print” on an order or advertisement that the consumer responded to.
5 (See Exhibit 2 at p. 4.)

6
7 124. The Assembly Committee on Judiciary provided the following background for the
8 legislation:
9

10 This non-controversial bill, which received a unanimous vote on the
11 Senate floor, seeks to protect consumers from unwittingly
12 consenting to “automatic renewals” of subscription orders or other
13 “continuous service” offers. According to the author and supporters,
14 consumers are often charged for renewal purchases without their
15 consent or knowledge. For example, consumers sometimes find that
16 a magazine subscription renewal appears on a credit card statement
17 even though they never agreed to a renewal. (See Exhibit 2 at p. 8.)

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

- 24 a. Fail to present the automatic renewal offer terms or continuous service offer terms
25 in a clear and conspicuous manner before the subscription or purchasing agreement
26 is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in
27 temporal proximity, to the request for consent to the offer. For this purpose, “clear
28 and conspicuous” means “in larger type than the surrounding text, or in contrasting
type, font, or color to the surrounding text of the same size, or set off from the
surrounding text of the same size by symbols or other marks, in a manner that
clearly calls attention to the language.” (§ 17601(c).) “In the case of an audio
disclosure, ‘clear and conspicuous’ ... means in a volume and cadence sufficient to

1 be readily audible and understandable.” (Ibid.) The statute defines “automatic
2 renewal offer terms” to mean the “clear and conspicuous” disclosure of the
3 following: (1) that the subscription or purchasing agreement will continue until the
4 consumer cancels; (2) the description of the cancellation policy that applies to the
5 offer; (3) the recurring charges that will be charged to the consumer’s credit or debit
6 card or payment account with a third party as part of the automatic renewal plan or
7 arrangement, and that the amount of the charge may change, if that is the case, and
8 the amount to which the charge will change, if known; (4) the length of the
9 automatic renewal term or that the service is continuous, unless the length of the
10 term is chosen by the consumer; and (5) the minimum purchase obligation, if any.
11 (Bus. & Prof. Code § 17601(b).)
12

- 13 b. Charge the consumer’s credit or debit card or the consumer’s account with a third
14 party for an automatic renewal or continuous service without first obtaining the
15 consumer’s affirmative consent to the agreement containing the automatic renewal
16 offer terms or continuous service offer terms, including the terms of an automatic
17 renewal offer or continuous service offer that is made at a promotional or
18 discounted price for a limited period of time. (Bus. & Prof. Code § 17602(a)(2).)
19
20 c. Fail to provide an acknowledgment that includes the automatic renewal or
21 continuous service offer terms, cancellation policy, and information regarding how
22 to cancel in a manner that is capable of being retained by the consumer. (Bus. &
23 Prof. Code, § 17602(a)(3).) Section 17602(b) requires that the acknowledgment
24 specified in § 17602(a)(3) include a toll-free telephone number, electronic mail
25
26
27
28

1 address, or another “cost-effective, timely, and easy-to-use” mechanism for
2 cancellation.

3 126. If a business sends any goods, wares, merchandise, or products to a consumer under
4 a purported automatic renewal or continuous service arrangement without first obtaining the
5 consumer’s affirmative consent to an agreement containing the “clear and conspicuous”
6 disclosures as specified in the ARL, the goods, wares, merchandise, and/or products are deemed
7 to be an unconditional gift to the consumer, who may use or dispose of them without any obligation
8 whatsoever. (Bus. & Prof. Code, § 17603.) Violation of the ARL gives rise to restitution and
9 injunctive relief under the general remedies provision of the False Advertising Law, Bus. & Prof.,
10 Code § 17535. (Bus. & Prof. Code, § 17604(a).) As well, violation of the ARL gives rise to
11 restitution and injunctive relief under the UCL.
12

13 **North Carolina Automatic Renewal Law**

14 127. Pursuant to N.C.G.S. § 75-41 (the Auto Renewal Statute or “ARS”): any person
15 engaged in commerce that sells, leases, or offers to sell or lease, any products or services to a
16 consumer pursuant to a contract, where the contract automatically renews unless the consumer
17 cancels the contract, shall do all of the following: (1) Disclose the automatic renewal clause clearly
18 and conspicuously in the contract or contract offer; (2) Disclose clearly and conspicuously how to
19 cancel the contract in the initial contract, contract offer, or with delivery of products or services;
20 (3) For any automatic renewal exceeding 60 days, provide written notice to the consumer by
21 personal delivery, electronic mail, or first-class mail, at least 15 days but no earlier than 45 days
22 before the date the contract is to be automatically renewed, stating the date on which the contract
23 is scheduled to automatically renew and notifying the consumer that the contract will automatically
24 renew unless it is cancelled by the consumer prior to that date; and (4) If the terms of the contract
25
26
27
28

1 will change upon the automatic renewal of the contract, disclose the changing terms of the contract
2 clearly and conspicuously on the notification in at least 12 point type and in bold print.

3 128. Defendant systematically violates the ARS by: failing to present the automatic
4 renewal offer terms in a clear and conspicuous manner in the contract offer in violation of N.C.G.S.
5 § 75-41(1), and failing to disclose clearly and conspicuously how to cancel the contract in the
6 initial contract, contract offer, or with delivery of products or services, in direct violation of
7 N.C.G.S. § 75-41(2), and failing to provide written notice for any automatic renewal exceeding 60
8 days, to the consumer by personal delivery, electronic mail, or first-class mail, at least 15 days but
9 no earlier than 45 days before the date the contract is to be automatically renewed, stating the date
10 on which the contract is scheduled to automatically renew and notifying the consumer that the
11 contract will automatically renew unless it is cancelled by the consumer prior to that date in
12 violation of N.C.G.S. § 75-41(3).
13

14 **New York Deceptive Trade Practices & Automatic Renewal Law**

15 129. New York’s consumer fraud statute prohibits “[d]eceptive acts or practices in the
16 conduct of any business, trade or commerce or in the furnishing of any service in this state.” N.Y.
17 GEN. BUS. LAW §349.
18

19 130. In addition, on February 9, 2021, the New York State Legislature enacted its
20 automatic renewal law, SB 1475.

21 131. Similar to the California ARL, the New York ARL covers both automatic renewal
22 (defined as “a plan or arrangement in which a paid subscription or purchasing agreement is
23 automatically renewed at the end of a definite term for a subsequent term”) and continuous service
24 (defined as “a plan or arrangement in which a subscription or purchasing agreement continues until
25
26
27
28

1 the consumer cancels the service”). The key provisions of the New York ARL are summarized
2 below:

- 3
- 4 • Seller must present the offer terms in a clear and conspicuous manner *before* the
5 subscription or purchasing contract is fulfilled and in visual or temporal
6 proximity to the offer acceptance request. The offer terms must include the
7 following clear and conspicuous disclosures: (1) that the subscription or
8 purchasing contract will continue until the consumer cancels; (2) the description
9 of the cancellation policy; (3) the recurring amount that will be charged, and
10 that the amount of the charge may change, if applicable, and the amount to
11 which the charge will change, if known; (4) the length of the automatic renewal
12 or continuity term, unless the term is chosen by the consumer; and (5) the
13 minimum purchase obligations, if any;
 - 14 • Seller must obtain *affirmative* consent to the offer terms before charging the
15 consumer’s credit/debit card or account with a third party.
 - 16 • Seller must provide the consumer with an acknowledgment in a manner that
17 can be retained by the consumer, which acknowledgment must include (1) the
18 offer terms, (2) the cancellation policy and (3) information on how to cancel. If
19 the offer includes a free trial, the acknowledgment must include information on
20 how to cancel and allow the consumer to cancel before the consumer pays for
21 the good or services.
 - 22 • Seller must provide a toll-free telephone number, an email address, a postal
23 address if the seller directly bills the consumer, or another cost-effective, timely
24 and easy-to-use cancellation method.
 - 25 • Seller must provide the consumer with a clear and conspicuous notice of any
26 material change in the terms of the offer and provide information on how to
27 cancel in a manner that is capable of being retained by the consumer, *prior*
28 *to* implementation of the material change.
 - If seller sends any goods or products to a consumer under an automatic renewal
or continuous service agreement without first obtaining the consumer’s consent,
such goods or products will be deemed an unconditional gift to the consumer.

132. Defendant has violated N.Y. GEN. BUS. LAW §349 statute by, inter alia:

- a. Engaging in a marketing and billing program that is likely to mislead a reasonable
consumer acting reasonably under the circumstances;
- b. Using a billing mechanism that automatically charges customers without their
awareness or consent and failing to provide adequate disclosures regarding the
charges that will be imposed;

- 1 c. Omitting material information in order to prevent customers from cancelling
2 their trial before the last day of the trial period;
- 3 d. Failing to provide customers with an “agreement” or “terms of service” adequately
4 disclosing all material terms and cancellation instructions before locking them into
5 a subscription plan; and
- 6 e. Curtailing customers’ ability to easily cancel their subscription to JustAnswer prior
7 to the expiry of the trial period.
8

9 **Florida Deceptive Trade Practices & Automated Renewal Laws**

10 133. Pursuant to FL ARL, online retailers who offer automatically renewing
11 subscriptions to Florida consumers must:

- 12 (i) disclose the automatic renewal provision clearly and conspicuously in the contract
13 or contract offer; and
- 14 (ii) A seller that sells or offers to sell any service to a consumer pursuant to a service
15 contract the term of which is a specified period of 12 months or more and that
16 automatically renews for a specified period of more than 1 month, unless the
17 consumer cancels the contract, shall provide the consumer with written or
18 electronic notification of the automatic renewal provision. Notification shall be
19 provided to the consumer no less than 30 days or no more than 60 days before the
20 cancellation deadline pursuant to the automatic renewal provision. Such
21 notification shall disclose clearly and conspicuously:
22
- 23 a. That unless the consumer cancels the contract the contract will automatically
24 renew; and
25
26
27
28

1 its degree of care or candor, its actions or inactions, or in the content of its statements or omissions.

2 The objective facts on these subjects are the same for all Class members.

3 136. Plaintiffs sue on their own behalf and on behalf of a Class for damages and
4 injunctive relief under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil
5 Procedure.

6
7 137. The Class, preliminarily defined as two subclasses (“Subclasses”), is as follows:

8 a. The Multistate Class, preliminarily defined as all JustAnswer customers in the
9 United States who were automatically enrolled into and charged for at least one
10 month of JustAnswer membership by Defendant at any time from [applicable
11 statute of limitations period] to the date of judgment.

12 b. The State Classes, preliminarily defined as all JustAnswer customers in the state of
13 [e.g., New York, North Carolina and California, etc.] (including customers of
14 companies JustAnswer acts as a successor to) who were automatically enrolled into
15 and charged for at least one month of JustAnswer membership by Defendant at any
16 time from [applicable statute of limitations period] to the date of judgment.

17
18 138. Excluded from the class are the following individuals: officers and directors of
19 Defendant and its parents, subsidiaries, affiliates, and any entity in which Defendant has a
20 controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their
21 immediate family members.
22

23 139. Plaintiffs reserve the right to modify or amend the definitions of the proposed class
24 before the Court determines whether certification is appropriate.
25
26
27
28

1 140. Numerosity. The members of the class are so numerous that a joinder of all
2 members is impracticable. While the exact number of class members is unknown to Plaintiffs at
3 this time, Plaintiffs believe the class numbers in the tens of thousands, if not more.

4 141. Typicality. Plaintiffs' claims are typical of the claims of the class members because,
5 among other things, Plaintiffs sustained similar injuries to that of class members as a result of
6 Defendant's uniform wrongful conduct, and their legal claims all arise from the same events and
7 wrongful conduct by Defendant.

8 142. Adequacy. Plaintiffs will fairly and adequately protect the interests of the class
9 members. Plaintiffs' interests do not conflict with the interests of the class members and Plaintiffs
10 have retained counsel experienced in complex class action cases to prosecute this case on behalf
11 of the class.

12 143. Commonality. Common questions of law and fact exist as to all class members and
13 predominate over any questions solely affecting individual members of the class, including the
14 following:
15

- 16 a. Whether Defendant's conduct constitutes unfair, unlawful and/or fraudulent
17 practices prohibited by the laws of California, North Carolina and/or New York;
- 18 b. Whether Defendant was unjustly enriched as a result of its conduct;
- 19 c. Whether Class Members have been injured by Defendant's conduct;
- 20 d. Whether any or all applicable limitations periods are tolled by Defendant's acts;
- 21 e. Whether, and to what extent, equitable relief should be imposed on Defendant to
22 prevent it from continuing its unlawful practices; and
- 23 f. The extent of class-wide injury and the measure of damages for those injuries.
24
25
26
27
28

1 144. Ascertainability. Class members can easily be identified by an examination and
2 analysis of the business records maintained by Defendant, among other records within Defendant's
3 possession, custody, or control.

4 145. Predominance. The common issues of law and fact identified above predominate
5 over any other questions affecting only individual members of the class. The class issues fully
6 predominate over any individual issue because no inquiry into individual conduct is necessary; all
7 that is required is a narrow focus on Defendant's conduct.

8 146. Superiority. A class action is superior to all other available methods for the fair and
9 efficient adjudication of this controversy since a joinder of all members is impracticable.
10 Furthermore, as damages suffered by class members may be relatively small, the expense and
11 burden of individual litigation make it impossible for class members to individually redress the
12 wrongs done to them. Individualized litigation also presents a potential for inconsistent or
13 contradictory judgments, and increases the delay and expense presented by the complex legal and
14 factual issues of the case to all parties and the court system. By contrast, the class action device
15 presents far fewer management difficulties and provides the benefits of a single adjudication,
16 economy of scale, and comprehensive supervision by a single court.

17 147. Accordingly, this class action is properly brought and should be maintained as a
18 class action because questions of law or fact common to class members predominate over any
19 questions affecting only individual members, and because a class action is superior to other
20 available methods for fairly and efficiently adjudicating this controversy.

21 148. This class action is also properly brought and should be maintained as a class action
22 because Plaintiffs seek injunctive relief and declaratory relief on behalf of the class members on
23 grounds generally applicable to the proposed class.
24
25
26
27
28

1 1693a(9). The Official Staff Interpretation of Regulation E describes a “preauthorized electronic
2 transfer” as “one authorized by the consumer in advance of a transfer that will take place on a
3 recurring basis, at substantially regular intervals, and will require no further action by the consumer
4 to initiate the transfer.” 12 C.F.R. Part 205, Supp. I, § 205.2(k), cmt. 1.

5 156. Section 1693e(a) of the EFTA prohibits preauthorized electronic transfers without
6 written authorization: “A preauthorized electronic fund transfer from a consumer’s account may
7 be authorized by the consumer only in writing, and a copy of such authorization shall be provided
8 to the consumer when made.” 15 U.S.C. § 1693e(a). Similarly, Regulation E provides:
9 “Preauthorized electronic fund transfers from a consumer’s account may be authorized only by a
10 writing signed or similarly authenticated by the consumer. The person that obtains the
11 authorization shall provide a copy to the consumer.” 12 C.F.R. § 205.10(b).

12 157. Plaintiff and members of the Nationwide EFTA Subclass each maintained an
13 “account” as that term is defined in 15 U.S.C § 1693a(2) and are “consumers” within the meaning
14 of 15 U.S.C. § 1693a(5).

15 158. JustAnswer uniformly and routinely initiated preauthorized electronic fund
16 transfers and took money from the bank accounts of the Plaintiffs and members of the Nationwide
17 EFTA Subclass without obtaining their written authorization for the transfers, as required by the
18 EFTA and Regulation E. JustAnswer also uniformly and routinely failed to provide a copy of any
19 such written authorization to Plaintiffs and the Nationwide EFTA Subclass members from whose
20 bank accounts JustAnswer took preauthorized electronic fund transfers for monthly membership
21 fees.
22

23 159. JustAnswer took funds from bank accounts managed by Plaintiffs via debit card. In
24 none of these instances did JustAnswer obtain Plaintiffs written authorization, nor did JustAnswer
25 provide Plaintiffs with copies of any such written authorizations.
26
27
28

1 acknowledgment that includes clear and conspicuous disclosure of all automatic renewal offer
2 terms, the cancellation policy, and information regarding how to cancel in a manner that is capable
3 of being retained by the consumer and that provides a mechanism for cancellation that is cost-
4 effective, timely, and easy to use, all in violation of § 17602(a) and (b).

5 165. Plaintiffs have suffered injury in fact and lost money as a result of Defendants’
6 violations of ARL.

7 166. Pursuant to Bus. & Prof. Code § 17535, Plaintiffs and Class members are entitled
8 to restitution of all amounts that Defendants charged to Plaintiffs’ and Class members’ credit cards,
9 debit cards, or third-party payment accounts in connection with an automatic renewal membership
10 program during the four years preceding the filing of this Complaint and continuing until
11 Defendants’ statutory violations cease.
12

13 167. Unless enjoined and restrained by this Court, Defendants will continue to commit
14 the violations alleged herein. Pursuant to § 17535, on behalf of themselves, the Class members,
15 and for the benefit of the general public of the State of California, Plaintiffs seek an injunction
16 prohibiting Defendants from continuing their unlawful practices as alleged herein.
17

18 **THIRD CAUSE OF ACTION**
19 **Violation of the California Consumers Legal Remedies Act**
(On Behalf of Plaintiffs and the California Class Members)

20 168. Plaintiffs incorporate the allegations of the previous paragraphs as though set forth
21 herein.
22

23 169. Plaintiffs are “consumers” within the meaning of Civil Code § 1761(d) in that
24 Plaintiffs sought or acquired Defendants’ goods and/or services for personal, family, or household
25 purposes.
26
27
28

1 170. Defendants' membership programs pertain to "goods" or "services" within the
2 meaning of Civil Code § 1761(a) and (b).

3 171. The payments by Plaintiffs and Class members are "transactions" within the
4 meaning of Civil Code § 1761(e).

5 172. Defendants have violated Civil Code § 1770, subdivisions (a)(5), (9), and (14), by
6 representing that Defendants' goods or services have characteristics that they do not have;
7 advertising goods and services with the intent not to sell them as advertised; and representing that
8 a transaction confers or involves rights, remedies, or obligations that it does not have or involve,
9 or that are prohibited by law.
10

11 173. Unless enjoined and restrained by this Court, Defendants will continue to commit
12 the violations alleged herein. Pursuant to Civil Code § 1780(a)(2), on behalf of the Class and also
13 for the benefit of the general public of the State of California, Plaintiffs seek an injunction
14 prohibiting Defendants from continuing their unlawful practices as alleged herein.
15

16 **FOURTH CAUSE OF ACTION**
17 **Violation of the California Unfair Competition Law**
18 **(On Behalf of Plaintiffs and the California Class Members)**

19 174. Plaintiffs incorporate the previous allegations as though fully set forth herein.

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

23 176. In the course of conducting business in California within the applicable limitations
24 period, Defendants committed unlawful, unfair, and/or fraudulent business practices, and engaged
25 in unfair, deceptive, untrue, or misleading advertising, by, inter alia and without limitation: (a)
26 failing to present automatic renewal offer terms in a clear and conspicuous manner before a
27
28

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

18
19
20 177. Defendants' acts and omissions as alleged herein violate obligations imposed by
21 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
22 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
23 attributable to such conduct.

24
25 178. There were reasonably available alternatives to further Defendants' legitimate
26 business interests, other than the conduct described herein.

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

3 180. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts
4 of unfair competition.

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

9 182. Unless enjoined and restrained by this Court, Defendants will continue to commit
10 the violations alleged herein. Pursuant to § 17203, on behalf of the Class, and also for the benefit
11 of the general public of the State of California, Plaintiffs seek an injunction prohibiting Defendants
12 from continuing their unlawful practices as alleged herein.
13

14 **FIFTH CAUSE OF ACTION**
15 **Violations of New York General Business Law § 349**
16 **(On Behalf of Plaintiffs and the New York Class Members)**

17 183. Plaintiffs incorporate the previous allegations as though fully set forth herein.

18 184. Plaintiff brings this claim under N.Y. GEN. BUS. LAW § 349 on her own behalf
19 and on behalf of each member of the Class.

20 185. New York's consumer fraud statute prohibits "[d]eceptive acts or practices in the
21 conduct of any business, trade or commerce or in the furnishing of any service in this state." N.Y.
22 GEN. BUS. LAW §349.

23 186. Defendant's marketing and billing practices are consumer-oriented in that they are
24 directed at members of the consuming public.
25
26
27
28

1 187. By engineering and implementing fraudulent billing and advertising practices,
2 Defendant engaged in, and continues to engage in, deceptive acts and practices in violation of N.Y.
3 GEN. BUS. LAW §349.

4 188. Defendant has violated N.Y. GEN. BUS. LAW §349 statute by, inter alia:

- 5 a. Engaging in a marketing and billing program that is likely to mislead a
6 reasonable consumer acting reasonably under the circumstances;
7
8 b. Using a billing mechanism that automatically charges customers without
9 their awareness or consent and failing to provide adequate disclosures
10 regarding the charges that will be imposed;
11
12 c. Omitting material information in order to prevent customers from
13 cancelling their trial before the last day of the trial period;
14
15 d. Failing to provide customers with an “agreement” or “terms of service”
16 adequately disclosing all material terms and cancellation instructions before
17 locking them into a subscription plan; and
18
19 e. Curtailing customers’ ability to easily cancel their subscription to
20 JustAnswer prior to the expiry of the trial period.

21 189. The aforementioned acts are unfair, unconscionable and deceptive and are contrary
22 to the public policy of New York, which aims to protect consumers.

23 As a direct and proximate result of Defendant’s unlawful and deceptive marketing and
24 billing practices, the Class has suffered injury and monetary damages in an amount to be
25 determined at the trial of this action.

26 190. Plaintiff and the members of the New York Class further seek equitable relief
27 against Defendant. Pursuant to N.Y. GEN. BUS. LAW §349, this Court has the power to award
28

1 such relief, including but not limited to, an order declaring Defendant's practices to be unlawful,
2 an order enjoining Defendant from engaging in any further unlawful conduct, and an order
3 directing Defendant to refund to the Plaintiff and the Class all monthly fees wrongfully assessed
4 and/or collected on its auto-renew subscription plan.

5 **SIXTH CAUSE OF ACTION**

6 **Violation of N.C.G.S. § 75-41 (Bus. & Prof. Code, § 17600 et seq. and § 17535)**
7 **(On Behalf of North Carolina Plaintiff and All Class Members)**

8 191. Plaintiffs incorporate the previous allegations as though fully set forth herein.

9 192. Pursuant to N.C.G.S. § 75-41, any person engaged in commerce that sells, leases,
10 or offers to sell or lease, any products or services to a consumer pursuant to a contract, where the
11 contract automatically renews unless the consumer cancels the contract, shall do all of the
12 following: (1) Disclose the automatic renewal clause clearly and conspicuously in the contract or
13 contract offer; (2) Disclose clearly and conspicuously how to cancel the contract in the initial
14 contract, contract offer, or with delivery of products or services; (3) For any automatic renewal
15 exceeding 60 days, provide written notice to the consumer by personal delivery, electronic mail,
16 or first-class mail, at least 15 days but no earlier than 45 days before the date the contract is to be
17 automatically renewed, stating the date on which the contract is scheduled to automatically renew
18 and notifying the consumer that the contract will automatically renew unless it is cancelled by the
19 consumer prior to that date; and (4) If the terms of the contract will change upon the automatic
20 renewal of the contract, disclose the changing terms of the contract clearly and conspicuously on
21 the notification in at least 12 point type and in bold print. Here Defendant's subscriptions to The
22 JustAnswer violates all requirements under N.C.G.S. § 75-41.
23

24
25 193. Defendant is not afforded any of the protections of N.C.G.S. § 75-41(c) as, upon
26 information and belief, Defendant cannot demonstrate that it: (1) has established and implemented
27
28

1 written procedures to comply with N.C.G.S. § 75-41 and enforces compliance with the procedures;
2 (2) any failure to comply with N.C.G.S. § 75-41 is the result of error; and (3) where an error has
3 caused the failure to comply with N.C.G.S. § 75-41, Defendant provides a full refund or credit for
4 all amounts billed to or paid by Plaintiff and Class members from the date of the renewal until the
5 date of the termination of the contract, or the date of the subsequent notice of renewal, whichever
6 occurs first.

7
8 194. Plaintiff and Class members have been harmed in the amounts that they otherwise
9 would not have paid.

10 195. Plaintiff and Class members would have cancelled their subscriptions had they been
11 provided notice of their subscriptions renewing.

12 **SEVENTH CAUSE OF ACTION**
13 **Unfair and Deceptive Trade Practices**
14 **(On Behalf of North Carolina Plaintiff and All Class Members)**

15 196. Plaintiffs incorporate the previous allegations as though fully set forth herein.

16 197. Defendant's acts and omissions as set forth herein were in or affecting commerce.

17 198. As set forth herein, Defendant has violated the provisions of N.C.G.S. Chapter 75;
18 specifically, N.C.G.S. § 75-41.

19 199. N.C.G.S. § 75-16 provides: "If any person shall be injured or the business of any
20 person, firm or corporation shall be broken up, destroyed or injured by reason of any act or thing
21 done by any other person, firm or corporation in violation of the provisions of this Chapter, such
22 person, firm or corporation so injured shall have a right of action on account of such injury done,
23 and if damages are assessed in such case judgment shall be rendered in favor of the plaintiff and
24 against the defendant for treble the amount fixed by the verdict."
25
26
27
28

1 conspicuous disclosures of the automatic renewal offer terms or continue service offer terms, in
2 violation of § 17602(a)(2); and (c) failed to provide an acknowledgment that includes the required
3 clear and conspicuous disclosure of automatic renewal or continuous service offer terms,
4 cancellation policy, information regarding how to cancel, and a toll-free telephone number,
5 electronic mail address, postal address or other mechanism for cancellation, in violation of §
6 17602(a)(3) and § 17602(b).

7
8 214. Plaintiffs and members of the Classes have suffered injury in fact and lost money
9 as a result of Defendant's unlawful failure to obtain authorization to transfer autorenewal funds
10 for its monthly memberships.

11 215. Defendants' collection and retention of money resulted in the wrongful exercise of
12 dominion over property belonging to Plaintiffs and members of the Classes and Plaintiffs and
13 members of the Classes are entitled to restitution of all amounts that Defendants charged to
14 Plaintiff's and members of the Classes' credit cards, debit card, or thirty-party payment accounts.

15
16 **TENTH CAUSE OF ACTION**
17 **Negligent Misrepresentation**
(On Behalf of Plaintiffs and the Class)

18 216. Plaintiffs incorporate the previous allegations as though fully set forth herein.

19 217. Defendant's practice of failing to adequately advise consumers that they would
20 enter into automatic renewals, failure to provide the acknowledgement required by the Automatic
21 Renewal Laws, and/or failure to provide an easy way to cancel as advertised are material facts that
22 influenced Plaintiffs and the class members' subscription to the service.

23
24 218. At the time Defendant made the misrepresentations, Defendant knew or should
25 have known that the misrepresentations were false, or Defendant made the misrepresentations
26 without knowledge of their truth or veracity.

1 219. Plaintiffs and the class members reasonably, justifiably, and detrimentally relied on
2 the misrepresentations and, as a proximate result thereof, have and will continue to suffer damages.

3 **ELEVENTH CAUSE OF ACTION**
4 **Unjust Enrichment**
5 **(On Behalf of Plaintiffs and the Class)**

6 220. Plaintiffs incorporate the previous allegations as though fully set forth herein
7 allegation contained elsewhere in this Complaint as if fully set forth herein.

8 221. By failing to adequately advise consumers that they would enter into automatic
9 renewals, failure to provide the acknowledgement required by the Automatic Renewal Law, and
10 failure to provide an easy way to cancel as advertised, Defendant was unjustly enriched at the
11 expense of Plaintiffs and class members. It would be inequitable, unjust, and unconscionable for
12 Defendant to retain the profit it received by unauthorized subscription payments.

13 222. Plaintiffs seek disgorgement of all proceeds, profits, benefits, and other
14 compensation obtained by Defendant from their improper and unlawful subscription charges, as
15 well as all other appropriate relief permitted by law of unjust enrichment, including reasonable
16 attorneys' fees and costs of suit.

17 **PRAYER FOR RELIEF**

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

19 (a) Issue an order certifying the Classes defined above, appointing the Plaintiff as Class
20 representative, and designating Milberg Coleman Bryson Phillips Grossman PLLC as Class
21 Counsel;
22

23 (b) Find that Defendant has committed the violations of law alleged herein;

24 (c) Determine that Defendant has been unjustly enriched as a result of its wrongful
25 conduct, and enter an appropriate order awarding restitution and monetary damages to the
26 Nationwide Class or, alternatively, the State Classes;
27

1 (d) Enter an order granting all appropriate relief including injunctive relief on behalf
2 of the State Classes under the applicable state laws;

3 (e) Render an award of compensatory damages, the exact amount of which is to be
4 determined at trial;

5 (f) Render an award of punitive damages;

6 (g) Enter judgment including interest, costs, reasonable attorneys' fees, costs, and
7 expenses; and
8

9 (h) Grant all such other relief as the Court deems appropriate.

10 **DEMAND FOR TRIAL BY JURY**

11 Pursuant to Federal rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any
12 and all issues in this action so triable as of right.

13 Dated: October 13, 2022

Respectfully Submitted,

15 /s/ John J. Nelson

16 John J. Nelson (SBN 317598)
17 MILBERG COLEMAN BRYSON
18 PHILLIPS GROSSMAN, PLLC
280 South Beverly Drive
Beverly Hills, California 90212
Tel.: (858) 209-6941
jnelson@milberg.com