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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF SAN DIEGO**

18 TREVOR DAVENPORT, on behalf of
19 himself and all others similarly situated and
20 aggrieved,

21 Plaintiff,

22 v.

23 LIBERTY MEDIA CORPORATION, a
24 Delaware corporation; FORMULA ONE
25 GROUP; FORMULA ONE DIGITAL
26 MEDIA LIMITED; and DOES 1 to 50,
27 inclusive,

28 Defendants.

Case No.: 37-2022-00044468-CU-MC-CTL

CLASS ACTION COMPLAINT

- 1) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW [Bus. & Prof. Code §§ 17200, *et seq.*]
- 2) VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW [Bus. & Prof. Code §§ 17500, *et seq.*]
- 3) VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT [Civ. Code §§ 1750, *et seq.*]
- 4) CONVERSION
- 5) UNJUST ENRICHMENT

JURY TRIAL DEMANDED

1 Plaintiff Trevor Davenport (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, upon personal knowledge of the facts pertaining to himself and on information and belief
3 as to all other matters, by and through undersigned counsel, hereby brings this class action complaint
4 against Defendants Liberty Media Corporation, Formula One Group, and Formula One Digital
5 Media Limited (“Defendants” of “Formula One”) and alleges as follows:

6 **INTRODUCTION**

7 1. Defendants offer an online streaming program called “F1 Live and On-Demand”
8 which allows their customers to stream the popular international series of auto races called “Formula
9 One” or “F1.” Formula 1 is the highest class of international auto racing for open-wheel single-
10 seater formula racing cars and is sanctioned by the Fédération Internationale de l'Automobile
11 (“FIA”). The Formula One World Championship is an annual, approximately nine-month-long,
12 motor race-based competition in which teams compete for the Constructors’ Championship and
13 drivers compete for the Drivers’ Championship. Formula 1 racing began in 1950 and is the world’s
14 most prestigious motor racing competition, as well as the world’s most popular annual sporting
15 series: “The 2022 FIA Formula One World Championship™ runs from March to November and
16 spans 23 races in 21 countries across five continents.”¹

17 2. Formula 1 is one of the most watched sports in the world, averaging 1.4 million
18 viewers per race. Defendants capitalize on the sport’s popularity by offering a TV streaming
19 subscription service which allows customers to watch “Every F1 race live and on demand. With
20 exclusive access to on-board cameras, team radio and live timing.” Unbeknownst to consumers, this
21 service is automatically renewed, charging their bank accounts and credit/debit cards without their
22 knowledge or consent.

23 3. After a customer is convinced to purchase a month of Defendants’ F1 TV streaming
24 service, customers are unwittingly enrolled in Defendants’ F1 TV streaming service that
25 automatically renews either monthly or yearly. Defendants thereafter post charges to the consumer’s
26 credit or debit card in the amount of \$9.99 per month for “F1 TV Pro” or \$2.99 per month for “F1

27 _____
28 ¹ <https://www.libertymedia.com/tracking-stocks/formula-one-group> (last visited July 27,
2022).

1 TV Access.” The annual charges for these services are \$79.99 and \$26.99, respectively. The problem
2 with Defendants’ business practices is they fail to provide clear and conspicuous disclosures
3 mandated by California law and fail to provide a clear mechanism by which consumers may cancel
4 their subscriptions.

5 4. Defendants have availed themselves of the highly profitable subscription economy.
6 Subscription services were estimated be worth \$650 billion in 2020 alone and are anticipated to
7 drastically increase as more companies avail themselves of the marketing strategy. In fact, federal
8 regulators are investigating ways to make it harder for companies like Defendants to trap consumers
9 in auto-renewal subscriptions. However, the subscription business has outpaced the federal
10 regulations that police it.

11 5. Plaintiff alleges that Defendants violate California law in connection with an illegal
12 automatically renewing F1 TV streaming service. Defendants enroll consumers in a subscription
13 service without providing the “clear and conspicuous” disclosures mandated by California law, and
14 post charges to consumers’ credit or debit cards for purported subscription charges without first
15 obtaining the consumers’ affirmative consent to an agreement containing the requisite clear and
16 conspicuous disclosures. Furthermore, Defendants fail to provide an easy and efficient mechanism
17 for customers to cancel the subscription service before its automatic renewal. Defendants also make
18 it difficult and confusing to cancel their subscription, often resulting in failed cancellations and
19 repeated subscription charges.

20 6. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof.
21 Code §§ 17600, *et seq.*) (“ARL”), the Consumers Legal Remedies Act (Civ. Code §§ 1750, *et seq.*)
22 (“CLRA”), the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), False
23 Advertising Law (Bus. & Prof. Code §§ 17500, *et seq.*) (“FAL”), and California common law. As a
24 direct result of this conduct, Plaintiff and all those similarly situated customers (the “Class
25 Members”) suffered economic injury in the loss of money paid for a F1 TV streaming service
26 subscription. As such, Plaintiff brings this class action on behalf of himself and all similarly situated
27 Class Members seeking declaratory relief, injunctive relief, equitable relief (including, but not
28 limited to, restitution), damages, and reasonable attorneys’ fees and costs.

1 **JURISDICTION AND VENUE**

2 7. This Court has subject matter jurisdiction over this matter under Cal. Code Civ. P.
3 § 410.10 and Article VI, Section 10 of the California Constitution. because this case is not given
4 by statute to other trial courts. This action is brought as a class action on behalf of Plaintiff and all
5 Class Members pursuant to Cal. Code Civ. Proc. § 382.

6 8. This This Court has personal jurisdiction over Defendants because during all relevant
7 times, Defendants conducted sufficient business in, and had sufficient contacts with, and
8 intentionally availed themselves of the laws and markets of California, including San Diego County,
9 as to render exercise of jurisdiction by California courts permissible. Defendants have marketed,
10 promoted, distributed, and sold the F1 TV streaming subscription at issue in California, including
11 in San Diego County.

12 9. Venue is proper in San Diego, California pursuant to Cal Code Civ. P. § 1780(d)
13 because Defendants transact business in this County.

14 **THE PARTIES**

15 10. Plaintiff Trevor Davenport is a citizen of and resides in the State of California. On
16 or about December 2021, Plaintiff Davenport downloaded Defendants’ F1 TV application via Fire
17 Stick on his smart TV. He then created an account and purchased one month of F1 TV Pro. During
18 the enrollment process, but before he purchased Defendants’ streaming service, Mr. Davenport
19 provided his personal credit card/debit card information directly to Defendants. At the time Mr.
20 Davenport purchased the F1 TV streaming service, Defendants did not disclose to Mr. Davenport
21 the required automatic renewal offer terms associated with the subscription program or obtain Mr.
22 Davenport’s affirmative consent to those terms. After Mr. Davenport completed his initial order,
23 Defendants sent him an email that failed to provide Mr. Davenport with the complete automatic
24 renewal terms that applied to Defendants’ offer, a description of Defendants’ full cancellation
25 policy, or information regarding how to easily cancel the subscription. Mr. Davenport did not
26 receive any other acknowledgment that contained the required information. After he first signed up
27 for the F1 TV streaming service, Defendants automatically renewed his subscription and charged
28 Mr. Davenport’s credit card. Approximately one month after his initial purchase, Mr. Davenport

1 discovered that Defendants enrolled him in an automatically renewing monthly subscription service
2 when he noticed a new monthly charge to his credit card/debit card. Mr. Davenport was surprised
3 to see the recurring charge. After looking through the phone application downloaded on his personal
4 phone, Mr. Davenport was eventually able to cancel his subscription in or around March 2022. Had
5 Defendants complied with the ARL, Mr. Davenport would not have agreed to sign up for and
6 purchase the F1 TV streaming service had he known at the time of purchase that it was a subscription
7 that would be automatically renewed each month at a cost of approximately \$9.99. Alternatively, he
8 would have cancelled his subscription prior to the expiration of the initial subscription period so as
9 to avoid being charged any renewal fee. Accordingly, Plaintiff Davenport has suffered injury in fact
10 and lost money or property as a result of Defendants' misconduct as alleged herein.

11 11. Defendant Liberty Media Corporation is a publicly-traded Delaware corporation that,
12 at all relevant times, was authorized to do business within the State of California and is doing
13 business in the State of California.

14 12. Defendant Formula One Group is a wholly owned subsidiary of Defendant Liberty
15 Media Corporation. Liberty Media Corporation acquired Formula One for \$8.0 billion as of January
16 23, 2017.²

17 13. Defendant Formula One Digital Media Limited is part of Formula One Group and is
18 also owned by Defendant Liberty Media Corporation. Formula One Digital Media Limited operates
19 the website found at <https://www.formula1.com/en/subscribe-to-f1-tv.html>.³ As described below,
20 this is the website on which consumers subscribe to the Formula One streaming service complained
21 of herein.

22 14. The true names and capacities of the DOE Defendants sued herein as DOES 1
23 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue each such Defendant
24 by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible
25 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
26

27 ² <https://www.libertymedia.com/about/company-history> (last visited July 27, 2022).

28 ³ <https://account.formula1.com/#/en/terms-of-use> ("Access to and use of the Site is provided by Formula One Digital Media Limited...") (last visited July 27, 2022).

1 reflect the true names and capacities of the Doe Defendants when such identities become known.

2 15. At all relevant times, each of the Defendants were the principal, agent, partner, joint
3 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
4 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
5 engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other
6 relationships to some or all of the other Defendants so as to be liable for their conduct with respect
7 to the matters alleged in this complaint. Plaintiff alleges that each Defendant acted pursuant to and
8 within the scope of the relationships alleged above, and that at all relevant times, each Defendant
9 knew or should have known about, authorized, ratified, adopted, approved, controlled, and/or aided
10 and abetted the conduct of all other Defendants.

11 16. At all relevant times, Defendants were and are legally responsible for all of the
12 unlawful conduct, policies, practices, acts and omissions complained of herein. The conduct of
13 Defendants' managers and supervisors was at all relevant times undertaken as employees of
14 Defendants, acting within the scope of their employment or authority in all of the unlawful activities
15 described herein.

16 **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

17 17. As described below, the California Automatic Renewal Law was enacted to
18 prohibit companies like Defendants from enrolling consumers in automatic renewal programs
19 without first making specific clear and conspicuous disclosures and without obtaining each
20 individual's affirmative consent.

21 18. In 2009, the California Legislature passed Senate Bill 340, which took effect on
22 December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code §§
23 17600, *et seq.* (the California Automatic Renewal Law or "ARL"). SB 340 was introduced because:

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

1 19. The Assembly Committee on Judiciary provided the following background for the
2 legislation:

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

10 20. The ARL seeks to ensure that, before there can be a legally binding automatic
11 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms
12 and conditions and affirmative consent by the consumer. To that end, Bus. & Prof. Code § 17602(a)
13 makes it unlawful for any business making an automatic renewal offer or a continuous service offer
14 to a consumer in California to do any of the following:

15 (1) Fail to present the automatic renewal offer terms or continuous service offer
16 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled
17 and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the
18 request for consent to the offer. (Bus. & Prof. Code § 17602(a)(1).) For this purpose, “clear and
19 conspicuous” means “in larger type than the surrounding text, or in contrasting type, font, or color
20 to the surrounding text of the same size, or set off from the surrounding text of the same size by
21 symbols or other marks, in a manner that clearly calls attention to the language.” (Bus. & Prof. Code
22 § 17601(c).) In the case of an audio disclosure, ‘clear and conspicuous’ means in a volume and
23 cadence sufficient to be readily audible and understandable.” (*Id.*) The statute defines “automatic
24 renewal offer terms” to mean the “clear and conspicuous” disclosure of the following: (a) that the
25 subscription or purchasing agreement will continue until the consumer cancels; (b) the description
26 of the cancellation policy that applies to the offer; (c) the recurring charges that will be charged to
27 the consumer’s credit or debit card or payment account with a third party as part of the automatic
28 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and
the amount to which the charge will change, if known; (d) the length of the automatic renewal term
or that the service is continuous, unless the length of the term is chosen by the consumer; and (e)

1 the minimum purchase obligation, if any. (Bus. & Prof. Code § 17601(b).)

2 (2) Charge the consumer’s credit or debit card, or the consumer’s account with a
3 third party, for an automatic renewal or continuous service without first obtaining the consumer’s
4 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
5 service offer terms, including the terms of an automatic renewal offer or continuous service offer
6 that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code §
7 17602(a)(2).)

8 (3) Fail to provide an acknowledgment that includes the automatic renewal or
9 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
10 manner that is capable of being retained by the consumer. (Bus. & Prof. Code § 17602(a)(3).) If the
11 offer includes a free trial, the business must also disclose in the acknowledgment how to cancel and
12 allow the consumer to cancel before the consumer pays for the goods or services. (*Ibid.*) Section
13 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone
14 number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall
15 provide another cost-effective, timely, and easy-to-use mechanism for cancellation.⁴

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18 ⁴ According to the Federal Trade Commission, the Restore Online Shoppers’ Confidence Act,
19 15 U.S.C. §§ 8401-8405, which contains the federal rules for automatic renewal agreements,
20 “requires negative option sellers to provide a simple, reasonable means for consumers to cancel their
21 contracts. To meet this standard, negative option sellers should provide cancellation mechanisms
22 that are at least as easy to use as the method the consumer used to initiate the negative option feature.
23 For example, to ensure compliance with this simple cancellation mechanism requirement, negative
24 option sellers should not subject consumers to new offers or similar attempts to save the negative
25 option arrangement that impose unreasonable delays on consumers’ cancellation efforts. In addition,
26 negative option sellers should provide their cancellation mechanisms at least through the same
27 medium (such as website or mobile application) the consumer used to consent to the negative option
28 feature. The negative option seller should provide, at a minimum, the simple mechanism over the
same website or web-based application the consumer used to purchase the negative option feature.
If the seller also provides for telephone cancellation, it should provide, at a minimum, a telephone
number, and answer all calls to this number during normal business hours, within a short time frame,
and ensure the calls are not lengthier or otherwise more burdensome than the telephone call the
consumer used to consent to the negative option feature. See
[https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_s
tatement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 14.

- 1 - Live stream every track session for all GPs
- 2 - Access all diver onboard cameras & team radios
- 3 - Live stream F1, F2, F3 and Porsche Supercup
- 4 - Full Race replays and highlights
- 5 - On demand access to all F1 onboard cameras
- 6 - Watch all F1, F2, F3, Porsche Supercup replays
- 7 - F1's historic race archive

8 28. Similarly, Defendants' F1 TV Access service advertises the following features:

- 9 - Full Race replays and highlights
- 10 - On demand access to all F1 onboard cameras
- 11 - Watch all F1, F2, F3, Porsche Supercup replays
- 12 -F1's historic race archive

13 29. This page does not include any of the automatic renewal terms as required by
14 California law. There is no indication that the streaming service will automatically renew on a yearly
15 or monthly basis.

16 30. Upon selecting either F1 TV Pro or F1 TV Access, the consumer is taken to a new
17 page where he or she is prompted to "sign-in" into an existing account.

18 31. Alternatively, a new user can "Register" for a new account by providing an email
19 address and creating a password.

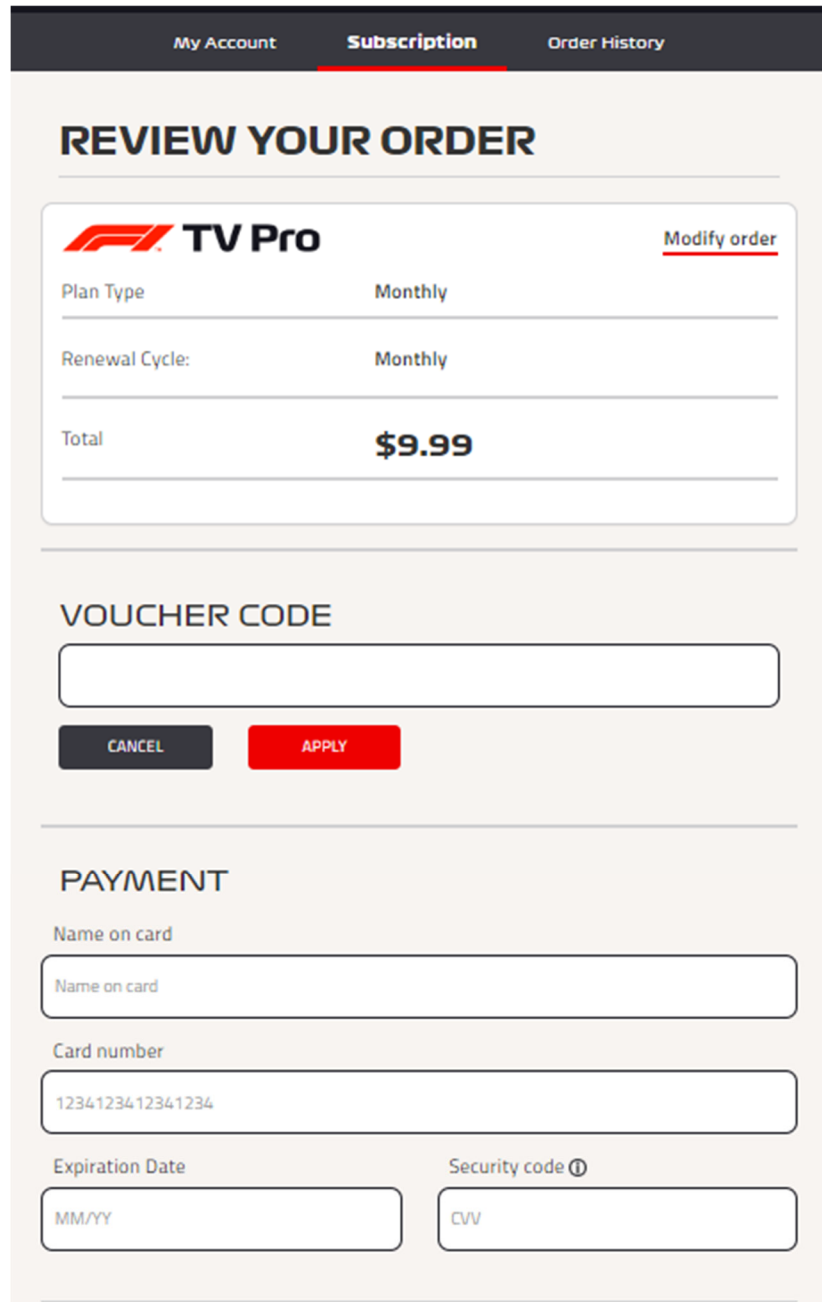
20 32. Defendants fail to provide any form of disclosures regarding the automatically
21 renewing nature of its subscription services. Once the consumer signs in or creates a new account,
22 the consumer is taken directly to a "Review Your Order" page that requests the consumer's
23 credit/debit card information and billing address to pay for the previously selected service. Up until
24 this point, none of the webpages contain clear and conspicuous auto-renewal disclosures as required
25 by California law, or any disclosures at all for that matter.

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1 33. At the top of the Review Your Order page, in large bold letters, is the name of the
2 selected service (either F1 TV Pro or F1 TV Access), the “Total” price to be charged, and sections
3 to fill in the user’s payment information:



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25 34. As shown above, the third line item says “Total” on the right-hand side and displays
26 the price for one month or one year of service to the left-hand side in large, bolded letters. The total
27 price is significantly larger than the surrounding text. In similarly large letters, the “Review Your
28 Order Page” provides a large box for a “Voucher Code” and additional large boxes for “Payment”


1 information including billing and credit card information. The words “Renewal Cycle” are not clear
2 and conspicuous as the font is significantly smaller than the other font located at the top of the page
3 and throughout the page including but not limited to phrases such as “Review Your Order,”
4 “Voucher Code,” “Payment,” and the total price for a single purchase. Not only does this so-called
5 disclosure phrase fail to be clear and conspicuous; it also fails to disclose any of the automatic
6 renewal terms as required by California law. It is unclear from the words “renewal cycle” and/or
7 “plan type” that the subscription will result in a recurring monthly or annual cost. There is no
8 indication that the subscription will automatically renew, that the subscription will continue until it
9 is cancelled, when such renewal will occur, the amount of each recurring charge, and/or whether the
10 recurring charge is subject to change. Moreover, there is no indication that the subscription can be
11 canceled or the process by which to cancel. As such, the “Review Your Order” page fails to provide
12 the clear and conspicuous automatic renewal disclosures as required by California law. Moreover,
13 after filling out the credit card information, a consumer can select “Complete Order” without ever
14 being provided with any of the clear and conspicuous disclosures as required by California law.

15 35. Next, a user must scroll down the page to enter their address associated with their
16 payment and click on a bright red “Complete Order” button:

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REVIEW YOUR ORDER

 [Modify order](#)

Plan Type	Monthly
Renewal Cycle:	Monthly
Total	\$9.99


VOUCHER CODE

PAYMENT

Name on card

Card number

Expiration Date

Security code 

Address line 1

Address line 2

City

State

Zip Code

Country

I have read and agree to [Terms and Conditions](#), [Privacy Policy](#) and [Subscription Terms](#)

1 36. As shown above, the bottom of the “Review Your Order” page has the following
2 language “I have read and agree to the Terms and Conditions, Privacy Policy and Subscription
3 Terms.” The font is smaller than any other font on the page and is embedded between large boxes
4 to fill out credit card and billing information above it and a bright red box prompting the user to
5 “COMPLETE ORDER” below it. Upon clicking on the phrase “Terms and Conditions” the
6 consumer is taken to a new page that includes several terms, none of which explain the automatic
7 renewal terms. Upon clicking on the phrase “Privacy Policy” the consumer is taken to a new page
8 that includes several terms, none of which explain the automatic renewal terms. The very last link
9 under “Subscription Terms” takes the user to Defendants’ subscription terms.

10 37. The three hyperlinks link to pages that include over 6,000 words. The Subscription
11 Terms button links to a page that includes over 4,500 words and a long list of 16 different terms,
12 many of which include subsections. A user must scroll down several times to reach section 7 called
13 “Your Rights to End Your Subscription to the Service.” Under this section, Defendants state for the
14 first time that an annual subscription will automatically renew on the anniversary of your
15 purchase...” The next subsection says for the first time that a monthly “... subscription will
16 automatically renew each month and the payment method provided at the time of the initial purchase
17 of the Services will be charged accordingly on the corresponding date of initial purchase in every
18 subsequent month.” These terms are not clear and conspicuous as they are buried within a long list
19 of terms and conditions all of which are of the same font. There are no special marks calling attention
20 to this section of the long list of terms. Moreover, these terms are found only after clicking on the
21 link to the “Subscriptions Terms” which is found at the bottom of a completely different page (in
22 significantly smaller font), and next to two other links which also take the user to pages with pages
23 of boilerplate contract language. Further, a user can check out and purchase the service without ever
24 opening the Subscription Terms. Other than these terms, which fail to be clear and conspicuous,
25 there are no other clear and conspicuous disclosures provided to the consumer prior to purchasing a
26 service.

27 38. Moreover, Defendants fail to explain the cancellation policy in a way that can be
28 retained by the user. For example, subsection 7.3 of the “Subscription Terms” states the purported

1 cancellation policy which provides that the user may cancel the subscription "... by providing us
2 reasonable notice before your next monthly or annual subscription renews." There is no indication
3 as to the meaning of the word "reasonable" such that users do not know what qualifies as "reasonable
4 notice." Even more confusing is subsection 7.4 which provides "You have the right to cancel your
5 purchase of any Service, and receive a full refund without giving any reason, any time up to 14 days
6 from the date of purchase except where you have: (a) activated any Service and agreed that, at that
7 point you lost the right to cancel; or (b) you purchased a Service and at that point you agreed you
8 lost the right to cancel." It is unclear how a user may agree to lose the right to cancel.

9 39. Under subsection 8.1, Defendants provide a cancellation policy that requires the
10 consumer to email Defendants providing an email address, date of birth, billing date, and the first 4
11 digits of the payment used for the Service. Even more confusing for the consumer; is under
12 subsection 8.2 it directs the user to review subsection 7.4 and the other 4,500 terms on the webpage:
13 "If you are entitled to a refund (as expressly set out in Clause 7.4 or otherwise in these terms and
14 conditions) we will refund you the price you paid for the Service, by the method you used for
15 payment."

16 40. A user can also purportedly cancel the subscription by visiting the "Accounts" page,
17 but again it's unclear what steps a user must take in order to cancel the service once at the
18 "Accounts" page. Lastly, section 8.1 purports that the confirmation email will provide cancellation
19 instructions. However, the email confirmation does not provide the cancellation instructions or does
20 not provide easy-to-understand cancellation instructions.

21 41. The Review Your Order page does not present the complete "automatic renewal offer
22 terms," as defined by Cal. Bus. & Prof. Code §17601(b), in violation of Section 17602(a)(1) of the
23 ARL. Defendants also fail to present a complete "description of the cancellation policy that applies
24 to the offer." Cal. Bus. & Prof. Code § 17601(b)(2). With respect to cancellation, the Review Your
25 Order page is silent. A user must go through the arduous process of investigating whether there are
26 hyperlinks, and then even if the correct hyperlink is clicked, one must scroll through several pages,
27 sections, and subsections to find the cancellation instructions. Once the relevant subsections are
28 found, it is still unclear how the user can cancel—it is not an "easy-to-use mechanism for

1 cancellation” as required by the ARL. Cal. Bus. & Prof. Code § 17602(b).

2 42. As a result of Defendants’ failure to provide clear and conspicuous automatic
3 renewal terms under California law, consumers do not affirmatively consent to the hidden renewal
4 terms of the F1 TV streaming service.

5 43. Additionally, consumers are never provided with an acknowledgement that includes
6 the automatic renewal or continuous offer terms, cancellation policy, and information regarding how
7 to cancel in a manner that is capable of being retained by the consumer.

8 44. Individuals that purchase Defendants’ F1 TV streaming service via an application on
9 their smart phone or smart TV undergo a process that is substantially similar if not identical to the
10 process described above, including but not limited to the lack of disclosures required under
11 California law.

12 45. Plaintiff Davenport purchased one month of Defendant’s F1 TV Pro streaming
13 service without knowing that Defendants would enroll him in a monthly subscription service that
14 would automatically renew each month. On or about December 2021, Plaintiff Davenport
15 downloaded Defendants’ F1 TV application via Fire Stick on his smart TV. He then created an
16 account and purchased one month of F1 TV Pro. The purchase process via a smart TV application
17 is substantially similar if not identical to the process described above. After creating an account,
18 Plaintiff Davenport purchased one month of F1 TV Pro without ever being provided with the
19 required disclosures under California law. As such, Plaintiff Davenport did not realize that
20 Defendants would enroll him in an automatically renewing monthly subscription. Approximately
21 one month after his initial purchase, Plaintiff Davenport discovered that Defendants enrolled him in
22 an automatically renewing monthly subscription service when he noticed a new monthly charge to
23 his credit card/debit card. Plaintiff Davenport was surprised to see the recurring charge. After
24 looking through the phone application downloaded on his personal phone, Plaintiff Davenport was
25 eventually able to cancel his subscription in or around March 2022.

26 46. Defendants automatically subscribed Plaintiff to the F1 TV Pro service without first
27 providing the clear and conspicuous disclosures required by the ARL and posted charges to
28 Plaintiff’s debit card/credit card without first obtaining their affirmative consent to an agreement

1 containing the required clear and conspicuous disclosures as required under California law.
2 Moreover, Defendants did not provide an adequate easy-to-use mechanism for cancelling the service
3 before the renewal date.

4 47. If Plaintiff had known that Defendants were going to automatically renew the
5 subscription with charges of up to \$9.99 per month, Plaintiff would not have purchased a F1 TV
6 subscription in the first place.

7 48. Plaintiff is not the only consumer deceived by Defendants' auto-renewal practices.
8 Consumers have publicly complained about the unwanted and unexpected renewal charges and
9 difficulties with canceling Defendants' unlawful practices.⁵

10 **CLASS ACTION ALLEGATIONS**

11 49. Plaintiff brings this lawsuit as a class action under Code of Civil Procedure section
12 382 on behalf of the following Class:

13 All persons in California who, within the applicable statute of limitations period,
14 purchased Defendants' subscription service for F1 TV and were charged a fee to
15 renew their subscription.

16 50. Excluded from the Class are all employees of Defendants, all employees of
17 Plaintiff's counsel, and the judicial officers to whom this case is assigned.

18 51. Excluded from the Class are: (1) Defendants and their officers, directors, employees,
19 principals, affiliated entities, controlling entities, agents, and other affiliates; (2) the agents,
20 affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons

21 ⁵ see <https://www.trustpilot.com/review/f1tv.formula1.com> ("I had to send 14 emails in order
22 to get this cancelled and refunded, and was told something completely different each time. Do not
23 bother with this app or subscription at all."; "Very telling when it is difficult to find out how to
24 cancel a subscription. Finally figured it out, I hope, and have forwarded an e-mail. Hopefully will
25 be out of this very soon."; "... How can I cancel this automatic paying?"; "There's no way of
26 contacting anyone. they obviously don't want you to. THERES A TELEPHONE NUMBER ON
27 THEIR WEBSITE TO CONTACT THEM. THERES A POOR LADY ON THE OTHER END
28 SAYING THEY ARE NOT F1 AND THEYVE HAD LOADS OF CALLS LAUGHABLE!!!!";
"Just horrible. Firstly, I did a trial and then cancelled, which required stating a reason. As I don't
like this practice I put some blatant lie - that the user deceased. Surprise, in a few days I got charged
for the annual subscription") (last visited October 27, 2022); see also
https://www.reddit.com/r/F1TV/comments/nu6j9p/how_to_cancel_subscription/ ("Why is there no
option to cancel subscription for f1tv? I followed this steps but I guess I am too stupid. I simply
don't find any 'Cancel Subscription' option") (last visited October 27, 2022).

1 or entities described herein; and (3) the Judge(s) assigned to this case and any members of their
2 immediate families.

3 52. Ascertainability. The members of the Class may be ascertained by reviewing records
4 in the possession of Defendants and/or third parties, including without limitation Defendants’
5 marketing and promotion records, customer records, and billing records.

6 53. Common Questions of Fact or Law. There is a well-defined community of interest
7 in the common questions of law and fact affecting all Class Members. The questions of law and fact
8 predominate over questions affecting only individual Class Members, and include without
9 limitations: (1) whether Defendants present all statutorily-mandated automatic renewal offer terms,
10 within the meaning of Business and Professions Code § 17601(b); (2) whether Defendants present
11 automatic renewal offer terms in a manner that is “clear and conspicuous,” within the meaning of §
12 17601(c), and in “visual proximity” to a request for consent to the offer, or in the case of an offer
13 conveyed by voice, in temporal proximity to a request for consent to the offer, as required by §
14 17602; (3) whether Defendants obtain Class Members’ affirmative consent to an agreement
15 containing clear and conspicuous disclosure of automatic renewal offer terms before charging a
16 credit card, debit card, or third-party payment account; (4) whether Defendants provide Class
17 Members with an acknowledgment that includes clear and conspicuous disclosure of all statutorily-
18 mandated automatic renewal or continuous service offer terms, the cancellation policy, and
19 information regarding how to cancel; (5) Defendants’ record-keeping practices; (6) the appropriate
20 remedies for Defendants’ conduct; and (7) the appropriate terms of an injunction.

21 54. Numerosity. The Class is so numerous that joinder of all Class Members would be
22 impracticable. The Class consists of at least 100 members.

23 55. Typicality and Adequacy. Plaintiff is an adequate representative of the Class because
24 his interests do not conflict with the interests of the Class Members he seeks to represent, and he is
25 similarly situated with members of the Class. Plaintiff alleges that Defendants enrolled Class
26 Members in automatic renewal subscriptions without disclosing all terms required by law, and
27 without presenting such terms in the requisite “clear and conspicuous” manner; charged Class
28 Members’ credit cards, debit cards, or third-party accounts without first obtaining the Class

1 representations and omissions of material facts, as set forth more fully herein, and violating Cal.
2 Bus. & Prof. Code §§ 17600, *et seq.*, and the common law. Plaintiff, individually and on behalf of
3 the other Class Members, reserves the right to allege other violations of the law, which constitute
4 other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

5 62. During the class period, Defendants committed and continue to commit unlawful,
6 unfair, and/or fraudulent business practices, and engaged in unfair, deceptive, untrue, and/or
7 misleading advertising, by, *inter alia* and without limitation: (a) failing to present the automatic
8 renewal offer terms in a clear and conspicuous manner before a subscription or purchasing
9 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in
10 temporal proximity, to a request for consent to the offer, in violation of § 17602(a)(1); (b) charging
11 the consumer in connection with an automatic renewal or continuous service without first obtaining
12 the consumer's affirmative consent to an agreement containing clear and conspicuous disclosures
13 of automatic renewal offer terms or continuous service offer terms, in violation of § 17602(a)(2);
14 (c) failing to provide an acknowledgment that includes clear and conspicuous disclosure of all
15 required automatic renewal offer terms, the cancellation policy, and information regarding how to
16 cancel, in violation of § 17602(a)(3); (d) representing that goods or services have characteristics,
17 uses, and/or benefits which they do not have, in violation of Civil Code § 1770(a)(5); advertising
18 goods and services with the intent not to sell them as advertised, in violation of Civil Code §
19 1770(a)(9); (e) representing that the subject of a transaction has been supplied in accordance with a
20 previous representation when it has not, in violation of Civil Code § 1770(a)(16); and (f)
21 representing that the consumer will receive a rebate, discount, or other economic benefit, if the
22 earning of the benefit is contingent on an event to occur subsequent to the consummation of the
23 transaction, in violation of Civil Code § 1770(a)(17). Plaintiff reserves the right to identify other
24 acts or omissions that constitute unlawful, unfair or fraudulent business acts or practices, unfair,
25 deceptive, untrue or misleading advertising, and/or other prohibited acts.

26 63. Defendants' acts and omissions as alleged herein violate obligations imposed by
27 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
28 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits

1 69. Plaintiff brings this claim individually and on behalf of the members of the Class
2 against Defendants.

3 70. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes
4 it “unlawful for any person to make or disseminate or cause to be made or disseminated before the
5 public in this state, ... in any advertising device ... or in any other manner or means whatever,
6 including over the Internet, any statement, concerning ... personal property or services, professional
7 or otherwise, or performance or disposition thereof, which is untrue or misleading and which is
8 known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

9 71. Defendants committed acts of false advertising, as defined by § 17500, by
10 intentionally making and disseminating statements to consumers in California and the general public
11 concerning Defendants’ products and services, as well as circumstances and facts connected to such
12 products and services, which are untrue and misleading on their face and by omission, and which
13 are known or which by the exercise of reasonable care should be known by Defendants to be untrue
14 or misleading. Defendants have intentionally made or disseminated untrue or misleading statements
15 and material omissions to consumers in California and to the public as part of a plan or scheme with
16 intent not to sell those services as advertised.

17 72. Defendants’ statements include but are not limited to representations and omissions
18 made to consumers before and after enrollment in Defendants’ F1 TV streaming subscriptions
19 concerning the terms of payment for and cancellation of a consumer’s automatic payments. Such
20 representations and omissions on the checkout page (i.e., the “Review Your Order” page depicted
21 above) constitute false and deceptive advertisements.

22 73. Defendants’ actions in violation of § 17500, as described herein, were false and
23 misleading such that the general public is and was likely to be deceived. Plaintiff and members of
24 the Class were deceived by Defendants’ statements and omissions made online (or via a phone
25 application or otherwise) when they signed up and started paying for their F1 TV streaming
26 subscriptions, and there is a strong probability that other California consumers and members of the
27 public were also or are likely to be deceived as well. A reasonable consumer would be misled and
28 were in fact misled by Defendants’ false and misleading statements and material omissions.

1 Plaintiff and other members of the Class did not learn of Defendants’ cancellation and automatic
2 payment policies until after they had already signed up and started paying for Defendants’ F1 TV
3 streaming services. They relied on Defendants’ statements and omissions to their detriment.

4 74. Plaintiff and the Class lost money or property as a result of Defendants’ FAL
5 violations because they would not have purchased the F1 TV streaming services on the same terms
6 if the true facts were known about the product and the subscriptions do not have the characteristics
7 as promised by Defendants.

8 75. Pursuant to Bus. & Prof. Code § 17535, Plaintiff seeks an order of this Court ordering
9 Defendants’ to fully disclose the true nature of its misrepresentations. Plaintiff further seeks
10 individual, representative, and public injunctive relief and any other necessary orders or judgments
11 that will prevent Defendants from continuing with its false and deceptive advertisements and
12 omissions including restitution that will restore the full amount of their money or property,
13 disgorgement of Defendants’ applicable profits and proceeds, and an award of costs and reasonable
14 attorneys’ fees. Such conduct is ongoing and continues to this date.

15 **THIRD CAUSE OF ACTION**

16 **Violations of the California Consumers Legal Remedies Act**

17 **(Civ. Code, §§ 1750 *et seq.*)**

18 76. Plaintiff incorporates the allegations of the preceding paragraphs as though set forth
19 herein.

20 77. Plaintiff brings this claim individually and on behalf of the members of the Class
21 against Defendants.

22 78. Plaintiff and the members of the Class are “consumers” within the meaning of Civil
23 Code § 1761(d) in that Plaintiff and the Class sought or acquired Defendants’ goods and/or services
24 for personal, family, or household purposes. The purchases and payments by Plaintiff and Class
25 members are “transactions” within the meaning of Civil Code § 1761(e).

26 79. Defendants are “persons” under Cal. Civ. Code § 1761(c). Defendants’ subscription
27 service offers pertain to “goods” and/or “services” within the meaning of Civil Code § 1761(a) and
28 (b).

1 80. Defendants conduct, as described herein, which includes its failure to timely and
2 adequately disclose the terms of its automatic renewal and/or continuous service associated with its
3 F1 Tv streaming subscription service pursuant to Cal. Bus. & Prof. Code §§ 17600, *et seq.* violates
4 California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.* Defendants
5 violated the CLRA by misrepresenting and omitting material facts regarding the automatic renewal
6 and/or continuous service terms of its subscription services, and by engaging in the following
7 practices proscribed by Cal. Civ. Code § 1770(a) in transactions that were intended to result in, and
8 did result in, the sale of its F1 TV streaming subscription service:

9 a. Representing that goods or services have characteristics, uses, and/or benefits which
10 they do not have (Civil Code § 1770(a)(5));

11 b. Advertising goods or services with intent not to sell them as advertised (Civil Code
12 § 1770(a)(9));

13 c. Representing that the subject of a transaction has been supplied in accordance with
14 a previous representation when it has not (Civil Code § 1770(a)(16)); and

15 d. Representing that consumers will receive a rebate, discount, or other economic
16 benefit, if the earning of the benefit is contingent on an event to occur subsequent to the
17 consummation of the transaction (Civil Code § 1770(a)(17)).

18 81. Defendants violated the CLRA by failing to clearly and conspicuously disclose the
19 terms of their automatic renewal and/or continuous service associated with its F1 TV streaming
20 subscription service, automatically charging Plaintiff and members of the Class a fee to renew their
21 subscription and failing to cancel the subscription service when requested.

22 82. Plaintiff, on behalf of himself and all other Class members, seeks an order enjoining
23 the above-described unlawful acts and practices of Defendants and for restitution and disgorgement.

24 83. Pursuant to § 1782 of the CLRA, on August 16, 2022, Plaintiff notified Defendants
25 in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that
26 Defendants rectify the problems associated with the acts and practices described above and give
27 notice to all affect consumers of Defendants’ intent to so act was mailed via certified mail to
28 Defendants. A copy of the letter is attached as **Exhibit 1**. Defendants have failed to rectify the

1 problems associated with the actions detailed above and give notice to all affected consumers within
2 the expiration of the statutory period. Accordingly, Plaintiff seeks actual, punitive, and statutory
3 damages (*see* Civil Code § 1782.).

4 84. Pursuant to § 1780(d) of the Act, attached as **Exhibit 2** is the affidavit showing that
5 this action was commenced in the proper forum.

6 **FOURTH CAUSE OF ACTION**

7 **Conversion**

8 85. Plaintiff incorporates the previous allegations as though fully set forth herein.

9 86. Plaintiff brings this claim individually and on behalf of the members of the Class
10 against Defendants.

11 87. As a result of charges made by Defendants to Plaintiff's and Class Members' credit
12 and/or debit cards without authorization and in violation of California law, Defendants have taken
13 money that belongs to Plaintiff and the Class. Defendants have wrongfully interfered with Plaintiff's
14 and Class Members' possession of money. The amount of money wrongfully taken by Defendants
15 is capable of identification from records in the possession of Defendants and/or third parties,
16 including Defendants' customer and billing records.

17 88. Defendants engaged in this misconduct knowingly, willfully, and with oppression,
18 fraud, and/or malice.

19 89. As a result of Defendants' actions, Plaintiff and the Class have suffered damages.

20 **FIFTH CAUSE OF ACTION**

21 **Unjust Enrichment**

22 90. Plaintiff incorporates the previous allegations as though fully set forth herein.

23 91. Plaintiff brings this claim individually and on behalf of the members of the Class
24 against Defendants.

25 92. As a direct and proximate result of misrepresentations concerning the F1 TV
26 streaming subscription service and failure to sufficiently disclose that F1 TV streaming subscription
27 service will be automatically renewed, Defendants have profited through the sale of their services
28 and/or products to Plaintiff and Class members.

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JURY TRIAL DEMAND

Plaintiff and the Class members hereby demand a trial by jury.

Dated: November 3, 2022

CROSNER LEGAL, P.C.

By: *s/ Zachary M. Crosner*

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