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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RICHARD SIMS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOOGLE LLC, d/b/a YOUTUBE, and
YOUTUBE, LLC,

Defendants.

Case No. **23CV410659**

CLASS ACTION COMPLAINT FOR

- (1) UNFAIR COMPETITION
- (2) CONVERSION
- (3) FALSE ADVERTISING
- (4) VIOLATION OF CALIFORNIA'S
CONSUMERS LEGAL REMEDIES ACT
- (5) UNJUST ENRICHMENT /
RESTITUTION
- (6) NEGLIGENT MISREPRESENTATION
- (7) FRAUD

DEMAND FOR JURY TRIAL

1 Plaintiff Richard Sims (“Plaintiff”) brings this action individually and on behalf of all
2 others similarly situated against Defendants Google LLC, d/b/a YouTube, and YouTube, LLC
3 (collectively, “YouTube” or “Defendants”). Plaintiff makes the following allegations pursuant to
4 the investigation of his counsel and based upon information and belief, except as to allegations
5 specifically pertaining to himself and his counsel, which are based on personal knowledge.

6 This is a lawsuit related to *Dutcher v. Google LLC d/b/a YouTube, et al.*, No. 20CV366905
7 (Cal. Super. Ct.), another lawsuit in the Superior Court of California, for the County of Santa Clara,
8 that concerns YouTube TV. The instant case is similar and related to *Dutcher*, but it concerns
9 YouTube Music and YouTube Premium.

10 **NATURE OF THE ACTION**

11 1. This is a putative class action lawsuit against Defendants for engaging in an illegal
12 “automatic renewal” scheme with respect to their subscription plans for YouTube-branded
13 products and services that are available exclusively to consumers who enroll in Defendants’ auto-
14 renewal membership programs, YouTube Music and YouTube Premium (collectively, the “YT
15 Subscriptions”). Defendants own and operate a media-sharing platform, YouTube, which is an
16 American online video sharing and social media platform that contains, among other things, videos
17 created by individuals and entities that have registered with YouTube and uploaded their videos to
18 a “channel.” YouTube is accessible as a website at youtube.com (the “YT Website”), or as a
19 mobile application or an application on a set top streaming device (collectively, the “YT Apps”)
20 (together with the YT Website, the “YouTube Platform”). Relevant to Plaintiff’s allegations, when
21 consumers sign up for the YT Subscriptions, Defendants actually enroll consumers in a program
22 that automatically renews the YT Subscriptions from month-to-month or year-to-year and results in
23 monthly or annual charges to the consumer’s credit card, debit card, or third-party payment account
24 (“Payment Method”). In doing so, Defendants fail to provide the requisite disclosures and
25 authorizations required to be made to California consumers under California’s Automatic Renewal
26 Law (“ARL”), Cal. Bus. Prof. Code §§ 17600, *et seq.*

1 2. With more than 2.6 billion monthly active users who collectively watch more than
2 one billion hours of videos each day, it is the second most visited website in the world.¹ While the
3 basic features of the YouTube Platform are free to use, Defendants offer various products and
4 features that are only available to paid subscribers. Specifically, Defendants offer the following
5 fee-based automatic renewal membership programs: YouTube Music and YouTube Premium
6 (collectively, the “YT Subscriptions”). The YT Subscriptions are subscription-based services that
7 offer, among other things, premium and ad-free music streaming and ad-free access to all YouTube
8 content, including exclusive content commissioned from notable YouTube personalities.
9 Consumers may sign up for Defendants’ YT Premium Subscription through the YT Website and,
10 in some cases, the YT Apps (collectively, the “YouTube Platform”).

11 3. Through the YouTube Platform, Defendants market, advertise, and sell to
12 consumers in California paid memberships to the YT Subscriptions. To sign up for Defendants’
13 YT Subscriptions through the YT Platform, customers provide Defendants with their billing
14 information and Defendants then automatically charge their customers’ Payment Method as
15 payments are due, typically on a monthly or annual basis. Defendants are able to unilaterally
16 charge its customers renewal fees without their consent, as Defendants are in possession of their
17 customers’ billing information. Thus, Defendants have made the deliberate decision to charge
18 Plaintiff and other similarly situated customers on a monthly or yearly basis, absent their consent
19 under the ARL, relying on consumer confusion and inertia to retain customers, combat consumer
20 churn, and bolster their revenues.

21 4. Pursuant to the ARL, online retailers who offer automatically renewing
22 subscriptions to California must: (a) provide the complete automatic renewal offer terms in a clear
23 and conspicuous manner and in visual proximity to the request for consent prior to the purchase,
24 *see* Cal. Bus. Prof. Code § 17602(a)(1); (b) obtain affirmative consent prior to the consumer’s

26 ¹ *See* Demand Sage, *YouTube Statistics* (Jan. 5, 2023), [https://www.demandsage.com/youtube-](https://www.demandsage.com/youtube-stats/)
27 [stats/](https://www.demandsage.com/youtube-stats/); *see also* Statista, *Most popular social networks worldwide as of January 2022, ranked by*
28 *number of monthly active users* (Jul. 26, 2022), [https://www.statista.com/statistics/272014/global-](https://www.statista.com/statistics/272014/global-social-networks-ranked-by-number-of-users/)
[social-networks-ranked-by-number-of-users/](https://www.statista.com/statistics/272014/global-social-networks-ranked-by-number-of-users/).

1 purchase, *see id.* § 17602(a)(2); and (c) provide an acknowledgment that includes the automatic
2 renewal offer terms and identifies a cost-effective, timely, and easy-to-use mechanism for
3 consumers to cancel their subscriptions, *see id.* §§ 17602(a)(3), 17602(c).

4 5. Consumers purchasing the YT Subscriptions do so either by choosing a free trial
5 that automatically converts to a paid subscription at the end of the trial period, or a paid monthly or
6 annual subscription (at either the full standard recurring rate that Defendants ordinarily charge or at
7 a promotional discounted rate that remains static for a limited period of time and then
8 automatically renews to the full standard rate). As discussed below, the enrollment process for a
9 YT Subscription on the YT Platform uniformly violates each of the core requirements of the ARL.

10 6. Specifically, Defendants systematically violate the ARL by: (i) failing to present the
11 automatic renewal offer terms in a clear and conspicuous manner and in visual proximity to the
12 request for consent to the offer before the subscription or purchasing agreement is fulfilled, in
13 violation of Section 17602(a)(1) of the ARL; (ii) charging consumers' Payment Methods without
14 first obtaining their affirmative consent to the agreement containing the automatic renewal offer
15 terms, in violation of Section 17602(a)(2) of the ARL; and (iii) failing to provide an
16 acknowledgment that includes the automatic renewal offer terms, cancellation policy, and
17 information regarding how to cancel in a manner that is capable of being retained by the consumer,
18 in direct violation of Sections 17602(a)(3) of the ARL. *See* Cal. Bus. & Prof. Code §§
19 17602(a)(1)-(3); *see also id.* § 17601(b)(1)-(5) (setting forth definition of "automatic renewal offer
20 terms" as used in Cal. Bus. Prof. Code § 17602(a)). The acknowledgment also fails to disclose a
21 toll-free telephone number or describe another cost-effective, timely, and easy-to-use mechanism
22 for cancellation, and in fact Defendants make it exceedingly difficult and unnecessarily confusing
23 for consumers to cancel their YT Subscriptions, in violation of Section 17602(c) of the ARL.

24 7. As a result, all goods, wares, merchandise, or products sent to Plaintiff and the Class
25 under the automatic renewal or continuous service agreements are deemed to be "unconditional
26 gifts" under the ARL. *See* Cal. Bus. & Prof. Code § 17603.

8. For the foregoing reasons, Plaintiff brings this action individually and on behalf of all California purchasers of Defendants' YT Subscriptions from the YT Platform who, within the applicable statute of limitations period up to and including the date of judgment in this action, incurred unauthorized fees for the renewal of their YT Subscriptions. Based on Defendants' unlawful conduct, Plaintiff seeks damages, restitution, declaratory relief, injunctive relief, reasonable attorneys' fees and costs, and any other relief as the Court may deem proper, for: (1) violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) conversion; (3) violation of California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (4) violation of California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*; (5) unjust enrichment/restitution; (6) negligent misrepresentation; and (7) fraud.

THE PARTIES

9. Plaintiff Richard Sims is a citizen of California, residing in Sacramento, California. In or about January 2022, Mr. Sims signed up for a free trial of Defendants’ monthly YouTube Premium subscription from Defendants’ website while in California. During the enrollment process but before finally consenting to Defendants’ subscription offering, thereby completing the checkout process, Mr. Sims provided his payment information (“Payment Method”) directly to Defendants. At the time Mr. Sims enrolled in his YT Subscription program, Defendants did not disclose to Mr. Sims all required automatic renewal offer terms associated with the subscription program or obtain Mr. Sims’s affirmative consent to those terms. For instance, at the time of enrollment, Mr. Sims was not aware that, upon the expiration of Mr. Sims’s free trial YouTube Music subscription, Defendants would automatically convert his free trial into a paid, automatically renewing subscription. Nor did Defendants adequately disclose the length of Mr. Sims’s free trial or when the first charge would occur, or the full terms of the cancellation policy applicable to the YT Subscriptions. Further, after Mr. Sims completed his initial order, Defendants sent Mr. Sims an email confirmation and receipt for his purchase of and enrollment in a YT Subscription (the “Acknowledgment Email”). However, the Acknowledgment Email, too, failed to provide Mr.

1 Sims with the complete automatic renewal terms that applied to Defendants' offer, a description of
2 Defendants' full cancellation policy, or information regarding how to cancel Mr. Sims's YT
3 Subscription in a manner capable of being retained by him. Mr. Sims did not receive any other
4 acknowledgment that contained the required information. As a result, Mr. Sims was not placed on
5 notice of several material terms associated with his YT Subscription. In particular, Mr. Sims was
6 not made aware of the fact that his YT Subscription would automatically renew after the initial free
7 trial period, of the length of the free trial period (or the length of paid renewal period after the
8 trial's expiration), or of when the first charge would occur, and nor was he apprised of the
9 complete cancellation policy associated with his YT Subscription, the most crucial aspects of
10 which were missing from the Checkout Page and Acknowledgment Email. In any case,
11 approximately one month after Mr. Sims first signed up for his YT Subscription, Defendants
12 converted Mr. Sims's free trial to YouTube Music to a paid YT Subscription and automatically
13 charged Mr. Sims's Payment Method \$11.99, the full standard monthly rate associated with
14 Defendants' paid monthly YouTube Music subscription. Thereafter, Defendants continued to
15 automatically renew Mr. Sims's YT Subscription and charge his Payment Method on a monthly
16 basis. Mr. Sims did not notice these unauthorized subscription charges or otherwise become aware
17 of the fact that his YouTube Music subscription was an automatic renewal program for which he
18 would receive recurring automatic charges until approximately late 2022. After becoming aware of
19 Defendants' charges to his Payment Method, Mr. Sims attempted to cancel his YT Subscription,
20 which he struggled to do due to Defendants' confusing cancellation policy, the most crucial aspects
21 of which were missing from the Checkout Page. Ultimately, Mr. Sims was unable to cancel his YT
22 Subscription until approximately December 2022, but that was after several failed cancellation
23 attempts on Mr. Sims's part whereby he had tried to cancel by clicking through different pages in
24 the YouTube Website and/or App to find the appropriate options, to Mr. Sims's confusion but no
25 avail. Had Defendants complied with the ARL, Mr. Sims would have been able to read and review
26 the auto renewal terms prior to purchase, and he would have not subscribed to YouTube Music in
27 the first place or would have subscribed on materially different terms, or he would have cancelled
28

1 his YT Subscription earlier, *i.e.*, prior to the expiration of the initial subscription period and/or any
2 subsequent renewal term. As a direct result of Defendants' violations of the ARL, Mr. Sims
3 suffered economic injury.

4 10. Defendant Google LLC ("Google") is a Delaware limited liability company with its
5 principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043.
6 Google has done business throughout California and throughout the United States at all times
7 during the Class Period. At all relevant times, acting alone or in concert with others, Google has
8 advertised, marketed, sold, and distributed the YT Subscriptions and all products and services
9 pertaining thereto, to consumers in California and throughout the United States. At all relevant
10 times, acting alone or in concert with Defendant YouTube, LLC, Google formulated, directed,
11 controlled, had the authority to control, and/or participated in the acts and practices set forth in this
12 Complaint.

13 11. Defendant YouTube, LLC ("YouTube") is a Delaware limited liability company
14 with its principal place of business at 901 Cherry Avenue, San Bruno, California 94066. YouTube
15 is a wholly owned subsidiary of Google, and it has done business throughout California and
16 throughout the United States at all times during the Class Period. At all relevant times, acting
17 alone or in concert with Defendant Google, YouTube formulated, directed, controlled, had the
18 authority to control, and/or participated in the acts and practices set forth herein.

19 12. Defendants Google and YouTube (collectively, "YouTube" or "Defendants") own
20 and operate the YouTube Platform, which contains, among other things, videos and music created
21 by individuals and entities that have registered with YouTube, created a "channel," and uploaded
22 their content to that channel for public consumption. In fact, YouTube is "the dominant provider
23 of online video in the United States," and has been for more than a decade.² Defendants also offer
24 access to certain exclusive YouTube content, products, and/or services on a contract or fee basis to
25 customers who enroll in a YT Subscription. Defendants wholly own and operate the YT

26
27 ² *Comscore Releases May 2010 U.S. Online Video Rankings*, Comscore (Jun. 24, 2010),
28 https://www.comscore.com/Insights/Press-Releases/2010/6/comScore-Releases-May-2010-US-Online-Video-Rankings?cs_edgescape_cc=US.

Subscriptions, which include YouTube Music and YouTube Premium. Defendants are also responsible for the promotion, advertisement, marketing, and/or sale of the YT Subscription programs, and they own and operate the YT Platform, where they market and sell their YT Subscriptions. Defendants sell their YT Subscriptions in California and have transacted in and throughout California and throughout the United States at all times during the Class Period. In connection with the YT Subscriptions, Defendants made automatic renewal offers to consumers in California and throughout the United States via the YT Platform during the Class Period.

13. Plaintiff reserves the right to amend this Complaint to add different or additional defendants, including without limitation any officer, director, employee, supplier, or distributor of Defendants who has knowingly and willfully aided, abetted, and/or conspired in the false and deceptive conduct alleged herein.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction pursuant to California Business and Professions Code, Sections 17203, 17204, and 17535, and Civil Code, Section 1780.

15. This Court has personal jurisdiction over the parties because Plaintiff resides in California and submits to the jurisdiction of the Court, and because Defendants, at all times relevant hereto, have systematically and continually conducted, and continue to conduct, business in this State. Defendants are also headquartered in California.

16. Venue is proper in this Court pursuant to Civil Code § 1780(d). Defendants conduct business in this County and throughout the State of California. Also, Defendant Google's principal place of business is in this County.

FACTUAL BACKGROUND

A. Background On The Subscription e-Commerce Industry

17. The e-commerce subscription model is a business model in which retailers provide ongoing goods or services "in exchange for regular payments from the customer."³ Subscription e-

³ Core DNA, *How to Run an eCommerce Subscription Service: The Ultimate Guide* (May 19, 2020), <https://www.coredna.com/blogs/ecommerce-subscription-services>.

1 commerce services target a wide range of customers and cater to a variety of specific interests.
2 According to an October 2020 report by Juniper Research,⁴ “multiservice subscriptions, that
3 provide several services for a single cost, ... will be led by offerings from tech conglomerates,”
4 such as YouTube.⁵ Given the prevalence of online and e-commerce retailers, subscription e-
5 commerce has grown rapidly in popularity in recent years. Indeed, the “subscription economy has
6 grown more than 400% over the last 8.5 years as consumers have demonstrated a growing
7 preference for access to subscription services[.]”⁶ Analysts at UBS predict that the subscription
8 economy will expand into a \$1.5 trillion market by 2025, up from \$650 billion in 2020.⁷ That
9 constitutes an average annual growth rate of 18%, which makes the subscription economy “one of
10 the fastest-growing industries globally.”⁸ And, by all accounts, Defendants played a major role in
11 spurning this rapid growth.

12
13 ⁴ Juniper Research, one of the leading analyst firms in the mobile and digital tech sector,
14 specializes in identifying and appraising new high growth market sectors within the digital
15 ecosystem and provides research and analytical services to the global hi-tech communications
16 sector, as well as consultancy, analyst reports, and industry commentary. See <https://www.juniperresearch.com/about-us>.

17 ⁵ Juniper Research, *Subscriptions for Physical Goods to Overtake Digital Subscriptions by 2025;*
18 *Growing to Over \$263Bn Globally* (Oct. 12, 2020), [https://www.juniperresearch.com/press/](https://www.juniperresearch.com/press/subscriptions-for-physical-goods-to-overtake)
19 [subscriptions-for-physical-goods-to-overtake](https://www.juniperresearch.com/press/subscriptions-for-physical-goods-to-overtake).

20 ⁶ Business Insider, *Taco Bell's taco subscription is rolling out nationwide — here's how to get it*
21 (Jan. 6, 2022), [https://www.businessinsider.com/taco-bell-subscription-launching-across-the-](https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1)
22 [country-2022-1](https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1) (internal quotation marks omitted).

23 ⁷ See UBS, *Investing in digital subscriptions* (Mar. 10, 2021), [https://www.ubs.com/global/en/](https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html)
24 [wealth-management/our-approach/marketnews/article.1525238.html](https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html) (“[A]t close to USD 650
25 billion in 2020, we expect the subscription economy to expand into a USD 1.5 trillion market by
26 2025, implying an average annual growth rate of 18%.”).

27 *See also* Subscribed, *UBS Declares: It's Worth Investing in the Subscription Economy* (Apr. 17,
28 2021), [https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-](https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-the-subscription-economy)
the-subscription-economy; Business 2 Community, *The Subscription Economy Is Booming Right Now. But Are You Reaping the Full Benefits?* (Oct. 7, 2021), [https://www.business2community](https://www.business2community.com/ecommerce/the-subscription-economy-is-booming-right-now-but-are-you-reaping-the-full-benefits-02434851)
com/ecommerce/the-subscription-economy-is-booming-right-now-but-are-you-reaping-the-full-benefits-02434851.

⁸ UBS, *Investing in digital subscriptions* (Mar. 10, 2021), [https://www.ubs.com/global/en/wealth-](https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html)
management/our-approach/marketnews/article.1525238.html (“[Growth] was seen across many
areas, including e-commerce, video streaming, gaming, cloud-based applications, etc.”); *see also*
Juniper Research, *Subscriptions For Physical Goods To Overtake Digital Subscriptions By 2025;*
Growing To Over \$263bn Globally (Oct. 12, 2020), [https://www.juniperresearch.com/press/](https://www.juniperresearch.com/press/subscriptions-for-physical-goods-to-overtake)
subscriptions-for-physical-goods-to-overtake (acknowledging “the significant lead the digital
sector has had in th[e] area[of digital service subscriptions]”).

1 18. Defendants launched YouTube Red (now YouTube Premium⁹), in or around 2014.¹⁰
2 Through YouTube Premium, Defendants provide subscribers with access to, among other things,
3 ad-free content on the YouTube Platform, YouTube’s premium original series, and films produced
4 by YouTube personalities, as well as background playback of content on mobile devices.
5 Additionally, in May 2018, Defendants announced the launch of YouTube Music, a subscription-
6 based service oriented towards streaming and discovering music content hosted on the YouTube
7 Platform.¹¹

8 19. As noted above, the production, sale, and distribution of subscription-based
9 products and services is a booming industry that has exploded in popularity over the past few
10 years. According to *Forbes*, “[t]he subscription e-commerce market has grown by more than 100%
11 percent a year over the past five years, with the largest retailers generating more than \$2.6B in
12 sales in 2016, up from \$57.0M in 2011.”¹² Following 2016, market growth within the industry
13 increased exponentially, reaching \$650 billion in 2020.¹³ “As such, the financials of companies
14 with subscription business models[] ... improved dramatically in 2020 thanks to limited revenue
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16
17

18 ⁹ Defendants announced the re-branding of YouTube Red as YouTube Premium in May 2018. *See*
19 *YouTube to launch new music streaming service*, The Guardian (May 17, 2018),
20 <https://www.theguardian.com/music/2018/may/17/youtube-music-new-streaming-service-launch>
21 (“YouTube Red – the ad-free, paid-for version of YouTube – will be renamed YouTube Premium
and include access to YouTube Music. Existing subscribers will continue to pay \$9.99 a month,
while new subscribers will pay \$11.99.”).

22 ¹⁰ Business of Apps, *YouTube Revenue and Usage Statistics* (Jan. 9, 2023),
23 <https://www.businessofapps.com/data/youtube-statistics/> (“In 2014, YouTube launched a premium
service aimed at curbing the loss of revenue from ad-blocking. YouTube Red was ... [later]
relaunched as YouTube Premium.”).

24 ¹¹ *See Google announces YouTube Music and YouTube Premium*, The Verge (May 17, 2018),
25 <https://www.theverge.com/2018/5/17/17364056/youtube-music-premium-google-launch>.

26 ¹² *Forbes, The State Of The Subscription Economy*, 2018 (Mar. 4, 2018), *available at*
27 [https://www.forbes.com/sites/louiscolumbus/2018/03/04/the-state-of-the-subscription-economy-](https://www.forbes.com/sites/louiscolumbus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef)
28 [2018/#6ad8251a53ef](https://www.forbes.com/sites/louiscolumbus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef).

¹³ *See UBS, Investing in digital subscriptions* (Mar. 10, 2021), *available at* <https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html>.

1 volatility and strong cash flow generation.”¹⁴ Thus, “[t]he share prices of most subscription
2 companies have performed well in recent years.”¹⁵

3 20. The expansion of the subscription e-commerce market shows no signs of slowing.
4 “We’re now in the subscriptions era, and the pandemic is accelerating its takeover. During the
5 COVID-19 lockdowns, many digital-based subscription business models fared well due to their
6 promise of convenience and strong business continuity.”¹⁶ According to *The Washington Post*,
7 “[s]ubscriptions boomed during the coronavirus pandemic as Americans largely stuck in shutdown
8 mode flocked to digital entertainment[.] ... The subscription economy was on the rise before the
9 pandemic, but its wider and deeper reach in nearly every industry is expected to last, even after the
10 pandemic subsides in the United States.”¹⁷

11 21. However, as *The Washington Post* has noted, there are downsides associated with
12 the subscription-based business model.¹⁸ While the subscription e-commerce market has low
13 barriers and is thus easy to enter, it is considerably more difficult for retailers to dominate the
14 market due to the “highly competitive prices and broad similarities among the leading players.”¹⁹
15 In particular, retailers struggle with the fact that “[c]hurn rates are high, [] and consumers quickly
16 cancel services that don’t deliver superior end-to-end experiences.”²⁰ Yet, retailers have also
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18 ¹⁴ *Id.*

19 ¹⁵ *Id.*

20 ¹⁶ UBS, *Investing in digital subscriptions* (Mar. 10, 2021), <https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html>.

21 ¹⁷ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to blame* (June 1, 2021), <https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/> (noting that “e-commerce and entertainment subscriptions to sites such as Netflix, Hulu and Disney Plus made headlines during the pandemic for soaring growth”).

22 ¹⁸ The Washington Post *Little-box retailing: Subscription services offer new possibilities to consumers, major outlets* (Apr. 7, 2014), available at
23 https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html.

24 ¹⁹ McKinsey & Company, *Thinking inside the subscription box: New research on e-commerce consumers* (Feb. 2018), <https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0>.

25 ²⁰ *Id.*
26
27
28

1 recognized that, where the recurring nature of the service, billing practices, or cancellation process
2 is unclear or complicated, “consumers may lose interest but be too harried to take the extra step of
3 canceling their membership[s].”²¹ As these companies have realized, “[t]he real money is in the
4 inertia.”²² As a result, “[m]any e-commerce sites work with third-party vendors to implement
5 more manipulative designs.”²³ That is, to facilitate consumer inertia, a number of subscription e-
6 commerce companies, including Defendants, “are now taking advantage of subscriptions in order
7 to trick users into signing up for expensive and recurring plans. They do this by intentionally
8 confusing users with their app’s design and flow, by making promises of ‘free trials’ that convert
9 after only a matter of days, and other misleading tactics.”²⁴

10 22. To make matters worse, once enrolled in the subscription, “[o]ne of the biggest
11 complaints consumers have about brand/retailers is that it’s often difficult to discontinue a
12 subscription marketing plan.”²⁵ Moreover, “the rapid growth of subscriptions has created a host of
13 challenges for the economy, far outpacing the government’s ability to scrutinize aggressive
14 marketing practices and ensure that consumers are being treated fairly, consumer advocates say.”²⁶
15 Thus, although “Federal Trade Commission regulators are looking at ways to make it harder for
16 companies to trap consumers into monthly subscriptions that drain their bank accounts[and]
17

18 ²¹ The Washington Post, *Little-box retailing: Subscription services offer new possibilities to*
19 *consumers, major outlets* (Apr. 7, 2014), available at
20 https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html.

21 ²² *Id.*

22 ²³ Business Insider, *A new study from Princeton reveals how shopping websites use 'dark patterns'*
23 *to trick you into buying things you didn't actually want* (Jun. 25, 2019),
24 <https://www.businessinsider.com/dark-patterns-online-shopping-princeton-2019-6>.

25 ²⁴ TechCrunch, *Sneaky subscriptions are plaguing the App Store* (Oct. 15, 2018),
26 <https://techcrunch.com/2018/10/15/sneaky-subscriptions-are-plaguing-the-app-store/>.

27 ²⁵ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to*
28 *blame* (June 1, 2021), <https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/> (“‘Subscription services are a sneaky wallet drain,’ said Angela Myers, 29, of Pittsburgh. ‘You keep signing up for things and they make it really hard to cancel.’”); *see also* New Media and Marketing, *The problem with subscription marketing* (Mar. 17, 2019), <https://www.newmediaandmarketing.com/the-problem-with-subscription-marketing/>.

²⁶ *Id.*

1 attempting to respond to a proliferation of abuses by some companies over the past few years[.]”²⁷
2 widespread utilization of these misleading dark patterns and deliberate omissions persist.

3 23. Defendants have successfully implemented these tactics. As of January 2022,
4 Defendants’ YouTube Platform had over 2.5 billion active users and thus “accounts for 25% of
5 total global mobile traffic[.]” making it the “the world’s second-most visited website[.]” as well as
6 “the world’s second-most used social platform” and “the second largest search engine in the
7 world.”²⁸ As a result, “YouTube is synonymous with today’s internet experience and accounts for
8 a truly massive amount of web traffic.”²⁹

9 24. “YouTube Red ... reach[ed] less than 10 million subscribers before it relaunched as
10 YouTube Premium” in 2018.³⁰ But by 2019, YouTube already had “the highest reach and viewing
11 hours among ad-supported streaming services in the US[.]”³¹ Significantly, Google CEO Sundar
12 Pichai confirmed in an earnings conference call for Alphabet Inc. (Google’s parent company), held
13 on February 3, 2020, that the fourth quarter of Fiscal Year 2019 was “a seasonally strong quarter
14 for ... [Defendants’] newer paid YouTube music and premium subscription services,” and that he
15 was “really pleased” with the growth of YouTube’s paid subscriber base.³² In particular, Pichai
16 emphasized that, at that time, YouTube “ha[d] over 20 million music and premium paid
17 subscribers ... ending 2019 at a \$3 billion annual run rate in YouTube subscriptions and other non-
18

19 ²⁷ *Id.*

20 ²⁸ Omnicore Agency, *YouTube by the Numbers: Stats, Demographics & Fun Facts* (Mar. 14,
21 2022), <https://www.omnicoreagency.com/youtube-statistics/>; *see also* Statista, *Global social
22 networks ranked by number of users 2022* (Mar. 8, 2022),
<https://www.statista.com/statistics/272014/global-social-networks-ranked-by-number-of-users/>.

23 ²⁹ PC Mag, *YouTube Premium vs. YouTube TV: What's the Difference?* (Aug. 5, 2021),
<https://www.pcmag.com/how-to/youtube-premium-vs-youtube-tv-whats-the-difference>.

24 ³⁰ Business of Apps, *YouTube Revenue and Usage Statistics* (Jan. 9, 2023),
<https://www.businessofapps.com/data/youtube-statistics/> (“YouTube Red ... reach[ed] less than 10
25 million subscribers before it relaunched as YouTube Premium.”).

26 ³¹ YouTube Advertising, “YouTube Select,” [https://www.youtube.com/ads/how-it-works/set-up-a-
27 campaign/youtube-select/](https://www.youtube.com/ads/how-it-works/set-up-a-campaign/youtube-select/) (footnote omitted) (citing ComScore OTT Intelligence, Oct 2019, US).

28 ³² *Alphabet Inc. (GOOG) CEO Sundar Pichai on Q4 2019 Results - Earnings Call Transcript*,
Seeking Alpha (Feb. 3, 2020), [https://seekingalpha.com/article/4321094-alphabet-inc-goog-ceo-
sundar-pichai-on-q4-2019-results-earnings-call-transcript](https://seekingalpha.com/article/4321094-alphabet-inc-goog-ceo-sundar-pichai-on-q4-2019-results-earnings-call-transcript).

1 advertising revenues.”³³ By the following year, the paid subscriber count for YouTube Music and
2 Premium increased by about 10 million, for a total of approximately 30 million paid subscribers in
3 2020.³⁴ And, impressively, Defendants doubled that growth the following year, and the YT
4 Subscriptions “reached 50 million subscribers in 2021.”³⁵ Indeed, Defendants enjoyed rapid
5 growth to their YouTube user-base in 2021 in light of the fact that “[o]verall time spent streaming
6 has more than doubled since March[2020], when the U.S. and other countries largely shut down
7 due to COVID-19.”³⁶ In fact, while Hulu, Netflix, and Amazon viewing has grown significantly
8 during the pandemic period, “[t]he big winner[] ... was YouTube, which increased 134% and also
9 upped its share of the streaming market to 20% from 18% in the same span in 2019.”³⁷

10 25. Like the subscription e-commerce market generally, the growth of Defendants’ YT
11 Subscriptions shows no signs of slowing. Most recently, in November 2022, “YouTube announced
12 that it surpassed 80 million YouTube Music and Premium subscribers globally, including
13 customers using free trials.”³⁸ Thus, the YT Subscriptions have enjoyed a “year-over-year increase
14 of 30 million subscribers,” which “is noteworthy [growth] and puts the company on track to
15 becoming one of the top streaming music providers.”³⁹

16
17 ³³ *Id.* But note that Defendants “didn’t break out how many users converted to paid customers to
18 access the music subscription offering.” *YouTube Music adds a transfer option ahead of Google*
19 *Play Music’s shutdown this year*, Tech Crunch (May 12, 2020),
20 [https://techcrunch.com/2020/05/12/youtube-music-adds-a-transfer-option-ahead-of-google-play-](https://techcrunch.com/2020/05/12/youtube-music-adds-a-transfer-option-ahead-of-google-play-musics-shutdown-this-year/)
21 [musics-shutdown-this-year/](https://techcrunch.com/2020/05/12/youtube-music-adds-a-transfer-option-ahead-of-google-play-musics-shutdown-this-year/); *see also* Statista, *Number of YouTube Premium subscribers worldwide*
22 *from 2020 to 2024* (Sep 10, 2021), [https://www.statista.com/statistics/1261865/youtube-premium-](https://www.statista.com/statistics/1261865/youtube-premium-subscribers/)
23 [subscribers/](https://www.statista.com/statistics/1261865/youtube-premium-subscribers/).

24 ³⁴ *See* Business of Apps, *YouTube Revenue and Usage Statistics* (Jan. 9, 2023), *supra*
25 <https://www.businessofapps.com/data/youtube-statistics/> (“YouTube Premium, which bundles ad-
26 free viewing with YouTube Music, hit 30 million subscribers in 2020.”).

27 ³⁵ *Id.*; *see also* TechCrunch, *YouTube Music and Premium top 80 million paid subscribers* (Nov. 9,
28 2022), [https://techcrunch.com/2022/11/09/youtube-music-and-premium-top-80-million-paid-](https://techcrunch.com/2022/11/09/youtube-music-and-premium-top-80-million-paid-subscribers/)
subscribers/ (“In September 2021, YouTube reported 50 million Music and Premium subs.”).

³⁶ *Ad-Free Subscription Growth Outpaces Ad-Supported Fare During COVID-19*, Deadline (May
29, 2020), [https://deadline.com/2020/05/subscription-streaming-growth-outpaces-free-ad-](https://deadline.com/2020/05/subscription-streaming-growth-outpaces-free-ad-supported-during-covid-19-1202946438/)
supported-during-covid-19-1202946438/.

³⁷ *Id.*

³⁸ TechCrunch, *YouTube Music and Premium top 80 million paid subscribers* (Nov. 9, 2022),
<https://techcrunch.com/2022/11/09/youtube-music-and-premium-top-80-million-paid-subscribers/>.

³⁹ *Id.*

1 **B. Defendants’ Dark Patterns And Online Consumer Complaints**
2 **About the YT Subscriptions**

3 26. Defendants’ recent growth in revenues and subscriber count with respect to their YT
4 Subscriptions coincides with a sharp decline in subscriber satisfaction as the YT Subscriptions and
5 the platforms from which they operate have become riddled with “dark patterns.” A dark pattern is
6 “a user interface carefully crafted to trick users into doing things they might not otherwise do, such
7 as ... signing up for recurring bills.”⁴⁰ Indeed, as one SEO Sydney blogger has suggested,
8 YouTube is among the “[m]any websites with large user bases [that have] used or currently use
9 dark patterns.”⁴¹ Specifically, Defendants have been using various types of dark patterns,
10 including but not limited to “roach motel,”⁴² “misdirection,”⁴³ and “forced continuity,”⁴⁴ in order
11 to prevent user unsubscription from the YT Subscriptions by adopting complex cancellation
12 procedures to increase the friction in the subscription cancellation process.⁴⁵ Defendants’
13 utilization of these dark patterns – especially in conjunction with their failure to fully disclose the
14 terms of their automatic-renewal programs (discussed further below) – has led to a reduction in
15 churn rates by making it next to impossible for subscribers to cancel their YT Subscriptions. It has
16 further led to an increase in accidental or unintentional sign-ups by consumers for paid YT

17 ⁴⁰ *Dark patterns in UX: how designers should be responsible for their actions* (Apr. 15, 2018),
18 <https://uxdesign.cc/dark-patterns-in-ux-design-7009a83b233c> (quoting UX designer Harry Brignull
19 (PhD Cognitive Science), who coined the term “Dark Patters” in August 2010).

20 ⁴¹ *How Dark Patterns Damage Your Index Ranking*, SEO Sydney (Aug. 2019),
21 <https://seosydney.com/seo-optimisation/how-dark-patterns-damage-your-search-index-ranking/>.

22 ⁴² “Roach motel” refers to a “design [that] makes it very easy for [consumers] to get into a certain
23 situation, but then makes it hard for [consumers] to get out of it (e.g. a subscription).”
24 <https://www.darkpatterns.org/types-of-dark-pattern/roach-motel>.

25 ⁴³ “Misdirection” is a type of dark pattern where a website’s “design purposefully focuses
26 [customers’] attention on one thing in order to distract [them] attention from another.” In many
27 cases, “[w]hat’s deceptive is the way [the website] presents [purchase] options: it uses misdirection
28 to hide what is actually happening[.]” [https://www.darkpatterns.org/types-of-dark-](https://www.darkpatterns.org/types-of-dark-pattern/misdirection)
29 [pattern/misdirection](https://www.darkpatterns.org/types-of-dark-pattern/misdirection).

30 ⁴⁴ One example of “forced continuity,” another type of dark pattern, is where customers’ sign up
31 for a “free trial with a service[that] comes to an end and [their] credit card silently starts getting
32 charged without any warning. [The subscriber is] are then not given an easy way to cancel the
33 automatic renewal.” <https://www.darkpatterns.org/types-of-dark-pattern/forced-continuity>.

34 ⁴⁵ See Review Geek, *YouTube Premium Won’t Let You Cancel If You Get Suspended* (Feb. 28,
35 2022), [https://www.reviewgeek.com/111016/youtube-premium-wont-let-you-cancel-if-you-get-](https://www.reviewgeek.com/111016/youtube-premium-wont-let-you-cancel-if-you-get-suspended/)
36 [suspended/](https://www.reviewgeek.com/111016/youtube-premium-wont-let-you-cancel-if-you-get-suspended/).

Subscriptions plans, in effect increasing subscriber count and, thus, Defendants' overall revenues from renewal fees.

27. Defendants' conduct has drawn the attention and ire of customers across the country, with countless angry customers taking to the Internet to voice their discontent over Defendants' broken promises. For instance, numerous subscribers have left scathing reviews on the Trust Pilot webpage for YouTube Music, complaining of the unclear billing practices and confusing cancellation policy associated with the YT Subscriptions, especially with respect to Defendants' "free trial" offers:⁴⁶



May 6, 2022

BEWARE! Will change (increase) payment amounts without warning or explanation.



Apr 21, 2022

It's a Scam!

It's a scam! I saw a 1 Month Free Trial for Youtube Music Premium and signed up for it. To my utmost horror, I got charged immediately for 1 month! Why did they charge me if it was a free trial!?!?



Updated Jan 22, 2021

Never signed up for youtube music & DON'T WANT IT!!!

While setting up my new tablet I got a notice that I somehow signed up for youtube music premium. I did not sign up and I don't want to sign up. I want to cancel. I can not cancel. I don't want to pause the membership I want to cancel it totally. I am on a fixed income and I can't afford something that I know I will not use. If I don't renew will I be charged? The information I found is if I am billed by apple or google play I have to deal with them. Sounds like a scam! Shame, shame, shame on you all!!!!



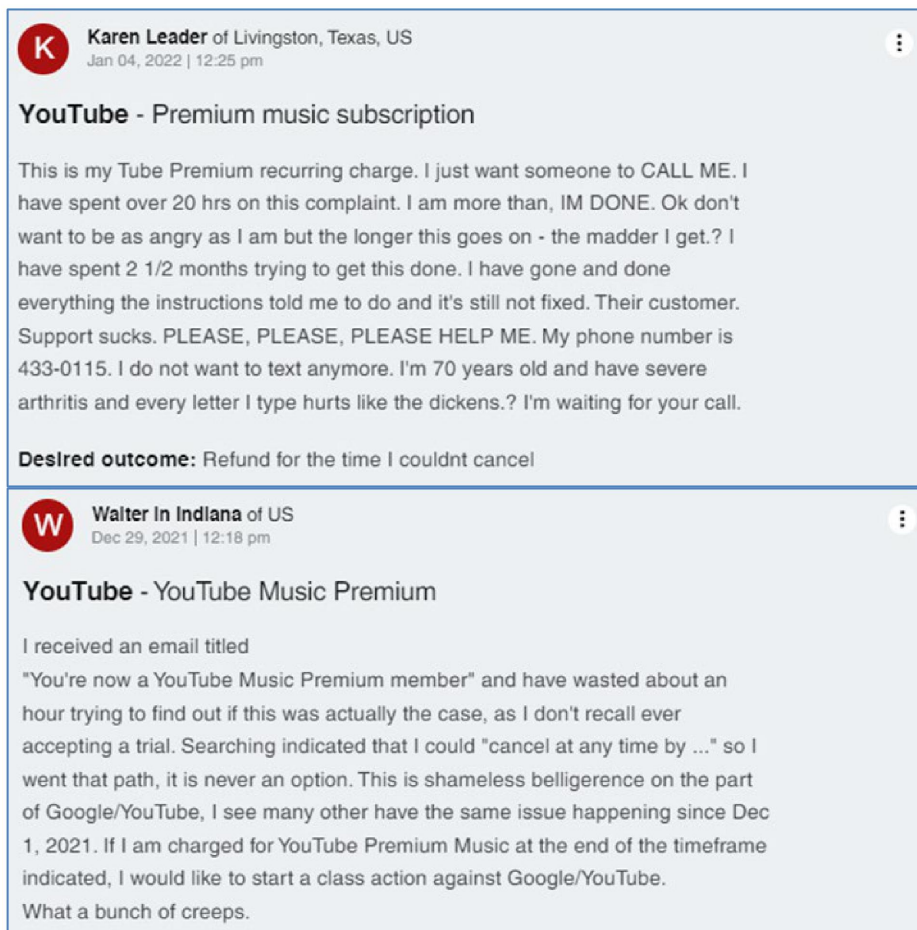
Oct 24, 2020

I never signed up for their paid service

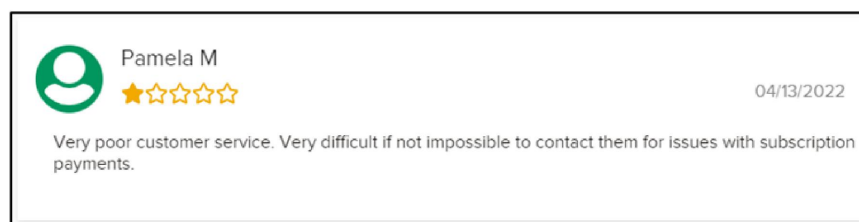
I never signed up for their paid premium service but they just automatically added it to my account. I have searched everywhere and there is no way to reach them to cancel the subscription. My only option is to cancel my Google Pay which would cancel all the other subscriptions that I actually signed up for and it locks me out of purchasing apps on Google Play going forward. (I still might do it since Samsung started their own Samsung Play and Samsung Pay service.) I am shocked that Google would do this since it does not help their market credibility. And not they will lose me as a loyal customer. (I am so glad I did not switch to Google Home devices! God knows what tricks they have to take my money if I did!) Maybe they have just become too big that they think they can get away with taking people's money without authorization.

<https://www.trustpilot.com/review/music.youtube.com?stars=1&stars=2> (last accessed January 30, 2023).

28. Consumers also left numerous scathing reviews concerning the YT Subscriptions on the Complaints Board website, complaining of their hidden or undisclosed material offer terms, their inability to cancel, and related issues:⁴⁷



29. Other subscribers to the YT Subscriptions left similar complaints on the Better Business Bureau website:⁴⁸



⁴⁷ <https://www.complaintsboard.com/youtube-b119642> (last accessed January 30, 2023).

⁴⁸ <https://www.bbb.org/us/ca/mountain-view/profile/internet-service/google-llc-1216-214105/customer-reviews> (last accessed January 30, 2023).

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Sarah K

★★★★★

03/12/2022

This company provides terrible customer service. They are a billion dollar business but shut down their customer service phone number. They refuse to give refunds even if customers are not provided with what they purchased. This company is a bully just like Putin.

Tisha A

★★★★★

02/26/2022

YOUTUBE took \$69.70 out of my personal checking account that was not authorized by me. I did not sign up for this service. The email address used was an old email address for me. It was on Google. I want a full refund asap. I have read many complaints filed against the YouTube Mountain View CAUS making unauthorized from personal checking accounts multiple times.

Judith W

★★★★★

09/28/2021

no way to contact them by phone. Online contact is very confusing and complicated.

Hed

★★★★★

12/14/2021

was charged for a product (I didn't order) when requested a refund of my money they refused because they didn't find a fraudulent action. This is getting too much annoying pain in the neck. I didn't realize that Google has all my bank account and or financial information with the pretext to create a better flow in my browsing internet, but what I didn't know was this act of good faith and trust on my part, could be used against me.

30. Yet more unhappy subscribers have complained about the YT Subscription programs on the “YouTube Help” pages of Defendant Google’s own website.⁴⁹

⁴⁹ See <https://support.google.com/youtubemusic/thread/198546841/i-have-been-billed-9-99-for-youtube-music-this-month-when-i-cancelled-last-february?hl=en> (posted Jan. 23, 2023); <https://support.google.com/youtubemusic/thread/197995332/i-cancelled-my-membership-but-still-got-a-debit-i-want-my-refund?hl=en> (posted Jan. 19, 2023); <https://support.google.com/youtubemusic/thread/197840811/cancel-free-trial?hl=en>; <https://support.google.com/youtubemusic/thread/197843612/1-month-free-trial?hl=en>; , <https://support.google.com/youtubemusic/thread/197785422/why-i-didn%E2%80%99t-get-one-month-free-trial?hl=en>; <https://support.google.com/youtubemusic/thread/197783857/i-can-t-cancel-music-premium?hl=en>; <https://support.google.com/youtubemusic/thread/197641521/how-to-cancel-my-subscription?hl=en>; <https://support.google.com/youtubemusic/thread/197667072/how-do-you-cancel-premium?hl=en>; <https://support.google.com/youtubemusic/thread/197666716/i-have-canceled-my-subscription-for->



Emma Cumberland Original Poster

3 days ago

I have been billed 9.99 for YouTube music this month when I cancelled last February.

the-premium-membership-but-still-the-amount-got-deducted?hl=en;
<https://support.google.com/youtubemusic/thread/197406157/i-was-charged-for-premium-and-don%E2%80%99t-have-it-been-automatically-coming-out-my-account-for-months?hl=en>;
<https://support.google.com/youtubemusic/thread/197161766/why-is-there-no-cancelation-button-to-cancel-my-trial-premium-membership?hl=en>;
<https://support.google.com/youtubemusic/thread/196798290/can-i-get-a-refund?hl=en>;
<https://support.google.com/youtubemusic/thread/196472996/cancel-premium?hl=en>;
<https://support.google.com/youtubemusic/thread/196369750/why-has-a-youtube-music-premium-membership-started-without-me-doing-it?hl=en>;
<https://support.google.com/youtubemusic/thread/196323099/want-to-cancel?hl=en>;
<https://support.google.com/youtubemusic/thread/196230226/says-youtube-music-benefits-end-jan-19-don-t-remember-signing-up-cannot-future-out-how-to-canc?hl=en>;
<https://support.google.com/youtubemusic/thread/196122282/paid-membership-cancel?hl=en>;
<https://support.google.com/youtubemusic/thread/196074101/how-do-i-cancel?hl=en>;
<https://support.google.com/youtubemusic/thread/196040421/refund-my-youtube-music-account?hl=en>; <https://support.google.com/youtubemusic/thread/195935302/i-suddenly-have-youtube-music-premium?hl=en>;
<https://support.google.com/youtubemusic/thread/195982214/when-going-to-cancel-my-subscription-there-is-no-button-to-mange-my-subscription?hl=en>;
<https://support.google.com/youtubemusic/thread/195441290/cancellation?hl=en>;
<https://support.google.com/youtubemusic/thread/195328286/why-have-i-been-charged-2-months-after-i-cancelled-my-youtube-premium-membership?hl=en>;
<https://support.google.com/youtubemusic/thread/195200711/why-am-i-still-getting-money-taken-out-for-youtube-music-when-i-have-an-inactive-membership?hl=en>;
<https://support.google.com/youtubemusic/thread/195034289/regarding-membership?hl=en>;
<https://support.google.com/youtubemusic/thread/194777894/can-you-help-me-stop-premium-plan?hl=en>; <https://support.google.com/youtubemusic/thread/194481149/money-got-deducted-even-after-cancellation-of-youtube-music-premium-subscription?hl=en>;
<https://support.google.com/youtubemusic/thread/191366278/i-can-t-cancel-my-youtube-music-free-trial?hl=en>; <https://support.google.com/youtubemusic/thread/188208398/accidentally-clicked-free-trial-and-now-i-seem-to-be-a-member-without-wanting-to-be?hl=en>;
<https://support.google.com/youtubemusic/thread/168867098/youtube-music-needs-to-leave-me-alone?hl=en>; <https://support.google.com/youtubemusic/thread/164253240/how-do-i-cancel-my-membership?hl=en>; <https://support.google.com/youtubemusic/thread/152693709/unable-to-cancel-youtube-music-premium-membership?hl=en>;
<https://support.google.com/youtubemusic/thread/144369783/cancelling-a-subscription?hl=en>;
<https://support.google.com/youtubemusic/thread/140136985/it-will-not-let-me-cancel-the-service-after-i-accidentally-pushed-the-button?hl=en>;
<https://support.google.com/youtubemusic/thread/128833791/where-is-deactivate-button-to-cancel-premium-membership-not-found-by-following-directions?hl=en>;
<https://support.google.com/youtubemusic/thread/117723087/i-have-cancelled-the-youtube-music-subscription-i-still-keep-on-getting-charged-via-my-credit-card?hl=en>;
<https://support.google.com/youtube/thread/107280164/why-is-it-15-99-now-can-i-get-it-at-the-11-99-price?hl=en>; <https://support.google.com/youtube/thread/79556594?hl=en-GB>;
<https://support.google.com/youtube/thread/79222683?hl=en>. All webpages last accessed on Jan. 30, 2023.



Ajay Saroj 6358 Original Poster

7 days ago



I cancelled my membership but still got a debit
.. i want my refund

Unwanted debit of paid membership



Tamerah Bonnaville Original Poster

Jan 18, 2023



Cancel free trial

Did not sign up for two week free trial membership but got it anyway and cannot find
anywhere how to cancel this particular free trial membership



GKS 1041 Original Poster

Jan 18, 2023



1 month free trial

Now i switch premium music with month free but you take money right now from my
account.Where is my free month trial?You have to refund my money back



Lidija Petrovic Original Poster

Jan 17, 2023



Why I didn't get one month free trial?

I was supposed to get one month free trial but I was charged.



Андрей М 8009 Original Poster

Jan 17, 2023



I can't cancel Music Premium

I accidentally subscribed to Music Premium. I want to unsubscribe but I don't niw how and the
instructions don't help me. Also Google says that I have Music Premium, but it's unavailable in



Nigel Cowley Original Poster

Jan 17, 2023



How to cancel my subscription

Can not find the cancellation button



Ollie Dawn Original Poster

Jan 17, 2023



How do you cancel premium

I can't find a way to cancel my membership



pranshu prabhakar Original Poster

Jan 17, 2023

I have canceled my subscription for the premium membership but still the amount got deducted

Please help me out with the issue the amount has been deducted even though it was canceled



Gavin Chambers Original Poster

Jan 15, 2023

i was charged for premium and don't have it? been automatically coming out my account for months?

i tried updating my payment method but i'm not paying for 2 months for only 1



Dave B. 6458 Original Poster

Jan 13, 2023

Why is there No cancelation button to cancel my trial premium membership?

I've followed all instructions to cancel my membership, there is no cancellation button!! I do not want any reoccurring charges!!



User 290006354828319297 Original Poster

Jan 11, 2023

Can I get a refund!?

I did not know it would take out my account so I canceled the subscription may I have a refund please!?



Carmen 6014 Original Poster

Jan 9, 2023

Cancel premium

I received a email stating I'm a premium member, don't recall agreeing. Trying to cancel but I looked and try everything with no luck in app it shows I'm not subscribed to anything.



Brianna Robinson 9014 Original Poster

Jan 8, 2023

Why has a youtube music premium membership started without me doing it?

I was asleep when it happened and one else has access to my account. YouTube Music music just sent me a Gmail this morning welcoming me to YouTube Music Premium; I checked the app to make sure, and it's true. Does this mean Google used my payment info saved in my Google wallet to start a free trial without my consent?



H. B. (Twodsturbed) Original Poster

Jan 8, 2023



Want to cancel

Settings just keeps walking me around



Tina Brill Original Poster

Jan 7, 2023



Says YouTube music benefits end Jan 19. Don't remember signing up. Cannot figure out how to cancel

Never signed up, intentionally anyway. Cannot figure out how to cancel. Nowhere is there an option to do so.

It's frustrating because the same thing happened to me - I must've accidentally clicked on it (?) and the free trial is not even for a full month! Apparently it starts today January 8 and the email I just got says it ends January 20 - so I'm mad I don't even get two weeks (if I'm getting a free trial anyway I might as well have it for the full month).

Last edited Jan 8, 2023



Tanmayee Patra Original Poster

Jan 6, 2023



Paid membership cancel

I have paid the membership but cancelled and deducted from my account please recover



Paula Leone Original Poster

Jan 6, 2023



How do I cancel

I never meant to accept the free trial but somehow it happened. I do not want to pay for a subscription!



Bryan McCallen Original Poster

Jan 6, 2023



refund my youtube music account

I wanted my subscription cancelled but I was charged for another month.



Sugarpink oat Original Poster

Jan 5, 2023



I suddenly have youtube music premium??

I got an email about a YouTube music membership even though I haven't subscribed to anything of the sort. I went to check and I do indeed have a membership that apparently ends 19th of January.

I can't cancel it (I tried following the steps but there isn't a cancel button or anything).



Erica Cannon Original Poster

Jan 5, 2023



When going to cancel my subscription there is no button to manage my subscription?

I just need to cancel it



Stephanie Auld 9887 Original Poster

Jan 2, 2023



Cancellation

I cancelled YouTube music last month because I couldn't afford it, you've charged me for YouTube music this month and took the last of my money, how do I get a refund as I do not want YouTube music?



Rhys Manktelow Original Poster

Jan 1, 2023



Why have I been charged 2 months after I cancelled my YouTube premium membership

I looked at my bank statement and I was charged for YouTube premium even though I cancelled it in November. Is there a way I can get my money back?



Mike Dever 9789 Original Poster

Dec 31, 2022



Why am I still getting money taken out for YouTube music when I have an inactive membership??

money getting taken out for inactive membership



Paramveer Paramveer 9042 Original Poster

Dec 30, 2022



Regarding membership

Hi there,
I have been charged for 2 months but it's still showing that I don't have premium account. I don't know what's going on but to be honest it's really annoying. I haven't used my account for past 1 month. Please solve the issue or refund would be great.
Thanks



Eze Faith Nkechi Original Poster


Dec 28, 2022



Can you help me stop premium plan?

I've tried cancelling my membership but it keeps renewing and I don't want it anymore. Is there a way you can stop it from auto-renew membership? Thank you


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Ph Shaan Shaikh Original PosterDec 26, 2022

Money got deducted even after cancellation of YouTube music premium subscription.

My YouTube music subscription due was on 26 of every month.. But on 24th December i have unsubscribed from the YouTube music premium but still my money got deducted on 26th December.. Plz initiate a return request for me, or kindly let me know why my payment got deducted even after cancellation of premium. I have attached the screen shot of payment

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I'm Kiwi Original PosterDec 4, 2022


I can't cancel my YouTube Music free trial!!

A few days ago, I opened YouTube Music on my phone. I clicked the Library tab at the bottom. Just as my finger was pushing down, a YouTube Music Premium free trial popped up. I accidentally clicked on Start Free Trial and it signed me up. I didn't think much of it, until I received an email a few hours later, saying I've signed up. I immediately knew that's when I had signed up. I went on my PC and clicked the link to youtube.com/paid_memberships or something. I saw The YouTube Music Premium there, but upon clicking MANAGE MEMBERSHIP, I only saw this.

"Hello *****,
Thanks for being a Music Premium member
Your preview will end on Dec 17 ... GET MUSIC PREMIUM"

No where did it say anything about canceling my free trial. I've looked online, and it's said to just "Click the cancel button!", or something along the lines of that.


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MorbidPrincess13 Original PosterNov 11, 2022

Accidentally clicked free trial and now I seem to be a member without wanting to be.

Wherever they put the free trial button is very easily tapped accidentally I have found. Read up on help from YouTube music and all it said was wait until the end of the 30 days and it will be canceled unless you extend it. I have not extended, at least not intentionally, and I do not want this!! I don't know who to contact and how to end this without me being charged. Seriously no in my mind that they set it up this way so you end up with a freaking account that you don't want. Can anybody help me? I can't seem to find even the contact to them except for replying to the emails they've sent and I doubt those go anywhere. Thank you in advance!

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Mike Culpepper Original PosterJun 26, 2022

YouTube Music needs to leave me alone!

I continually get notices that YouTube Music is trying to charge an old credit card for membership dues. I DO NOT WANT anything to do with YouTube Music. I use YouTube TV and it apparently automatically started a trial of the Music service. I do NOT want the music service and want YouTube Music to cease and desist from trying to charge my card for fees.


I would explain this to a human, but cannot find a customer service number anywhere to try to resolve this issue.

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 Norm Cheff Original Poster May 19, 2022

How Do I Cancel My Membership?

Apparently, I recently got a trial membership to YouTube Music Premium, though I don't really know how this happened, and now I can't find a way to cancel the membership. It seems there's no option anywhere to do this. What am I missing here?

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 User 12603153107375196045 Original Poster Feb 28, 2022

Unable to Cancel Youtube Music Premium Membership

Using all referenced methods, e.g. through the YT music client, through Google Pay, through Google Play, through "https://www.youtube.com/paid_memberships", I am unable to cancel my subscription.

I am not on a trial. I am not on any sort of free trial or promotion.

The "CANCEL MEMBERSHIP" button is adjacent to the "RESUME" button, but clicking the "CANCEL MEMBERSHIP" button does not have any effect, even after refreshing the web page.

I have signed out of, and then signed back into my google account.
I have restarted my computer.
I have restarted my browser client.
I have changed the payment method, signed out of my google account, closed the browser, signed back into my google account, and still couldn't cancel the subscription.

I need to speak to an actual professional employee who can just end my subscription through the back end manually because obviously the GUI version is designed to prevent ease of use so as to maximize passive retainment.

How do I cancel my Youtube Music Premium subscription?

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 Desiree Hesson Original Poster Jan 6, 2022

cancelling a subscription

My youtube music premium account was disabled months ago and I am still being charged \$19.97 a month for the service. I can not access the service under my subscriptions, I can see it is still there but when I click on it, it loops me around saying I can not access this. I have no been able to access the service for months and assumed when my account was disabled the payments would be too. I am seeking a refund for October, November, December and for this subscription to be cancelled before another payment happens.

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 William Hughes 7996 Original Poster Dec 12, 2021

It will not let me cancel the service after I accidentally pushed the button

It will not let me cancel the service after I accidentally pushed the button



Paul Hawley Original Poster

Oct 1, 2021

Where is Deactivate button to cancel premium membership? Not found by following directions.

Following directions has not led me to the Deactivate button.



Raj T 4428 Original Poster

Jul 18, 2021

I have cancelled the YouTube music subscription, I still keep on getting charged via my Credit Card

I have cancelled the YouTube music subscription, I still keep on getting charged via my Credit Card



Donna Moreno 877

May 24, 2021

Please cancel my subscription for utube 11.99 my card has been replaced never receive not even free trail. No phone number to reach your company. Cancel NOW BANK INFORMED



User 218114053446955970

Jan 25, 2022

Cancel this membership you make it to hard I want all my money back by Friday. I have been trying to cancel this shot for a week and you bury it cancel this am stay out of my account refund my mkney



Allen Mcbrewer

Jan 31, 2022

I canceled a while ago and yall still charged me



User 15270172523125260806

Jan 1, 2022

I never got this and it needs to be canceled and arefund



User 17474089731697483669

Dec 28, 2021

I Cant cancel my Premium because the button does not work. It is still trying to withdraw money from my credit card. I want the stop it!!! Please cancel my premium!!




Ricky 8655

Nov 25, 2021

Cancelled, but they keep automatically reactivating memberships


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Duane Adams 318

Jul 7, 2021


I continue to get charged MONTHLY for a service I am not subscribed to. I've filed 2 claims with Google for refunds, one of which has been denied, why?! I don't have service with you all. How do I talk to a HUMAN to fix this?



Robert Reichmann

Jun 9, 2021


Youtube is a total scam. They make it totally impossible to cancel. Never a ph number to call to actually talk to someone, BUT, they will direct you to a page where you pay \$1 and have to give your credit card information and then they will supposedly direct you to cancelation. Benn trying to cancel for 2 months and still no luck and still getting charged.



User 2215777238870192834

May 10, 2021


I have followed these steps but when I get to the pause or cancel page I cannot scroll down from pause to cancel. I have been trying for months to cancel this service that I don't even use. There is a better way to keep folks from canceling than hiding it or making it impossible. Earn my business instead of stealing it.



Terri Gonzales

May 11, 2021


I never even authorized a payment for any of your memberships so I do need a refund from past charges unauthorized



Eric Martinson

May 17, 2021

Being charged for YouTube premium subscription for months and months. Can not access it. It does not exist in my account. I'd be happy to accept an active subscription for the months I've been charged for but there is no way to contact anyone to discuss. I've had a lot of faith in Google for years, but the inability to talk to or chat with or email anyone is maddening at the very least. While \$12.00 a month is not a ton of money, if they pull this crap om a 100000 people it gets large quickly. Really rotten business practices. Shame on you....



Jena Thacker

May 21, 2021

YouTube has been charging our bank account unauthorized for about 4 months now. Screen shot of cancellation is in my possession. There is no way to effectively contact YouTube support team. Legal action will be now be taken. YouTube is worthless! And snarky "I will post cancellation instructions yet again..." comments are rude and unprofessional. How about, "I'm sorry the company I work for is incompetent and knowingly continues to fraudulently charge accounts." STOP IT!!!



Cancel. Free trial I don't want it there's no where to cancel it. should have unsubscribe button

I have followed the on site directions I have watched videos and tried different devices I did not sign up for this an don't want to be charged there is nowhere to unsubscribe and it's very shy you Don't simply have an unsubscribe button I set up a new tablet and have not accepted the free trial but I'm getting emails about it and I don't want the automatic renewal charge. Make the method to cancel easier. That's not fair.

31. The above reviews are just a sampling of numerous negative reviews consumers have left regarding Defendants' YT Subscriptions and the unclear cancellation policy and confusing billing associated with the Subscriptions. As discussed below, the above online consumer complaints reveal a widespread pattern of uniform unlawful conduct by Defendants, underscoring the artifice devised and employed by Defendants to lure and deceive millions of consumers into enrolling, and remaining enrolled, in their paid YT Subscription programs.

C. California's Automatic Renewal Law

32. In 2010, the California Legislature enacted the Automatic Renewal Law ("ARL"), Cal. Bus. & Prof. Code §§ 17600, *et seq.*, with the intent to "end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service." Cal. Bus. & Prof. Code § 17600 (statement of legislative intent). More recently, in 2018, California's Senate Bill 313 amended Section 17602 of the ARL, adding new requirements meant to increase consumer protections for, among other things, orders that contain free trial and promotional pricing, and subscription agreements entered into online.

33. The ARL makes it "unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:"

- (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer. If the offer also includes a free gift or trial, the offer shall include a clear and conspicuous explanation of the price that will be charged after the

trial ends or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial.

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

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

Cal. Bus. & Prof. Code § 17602(a)(1)-(3).

34. Section 17602(c) of the ARL further provides:

A business that makes an automatic renewal offer or continuous service offer shall provide another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).

Cal. Bus. & Prof. Code § 17602(c).

35. Additionally, following the 2018 and 2022 amendments to the ARL, the updated law requires e-commerce sellers, doing business in California, to allow online cancellation of auto-renewing memberships or recurring purchases that were initiated online. Specifically, Section 17602(d) provides:

[A] business that allows a consumer to accept an automatic renewal or continuous service offer online shall allow a consumer to terminate the automatic renewal or continuous service ***exclusively online, at will, and without engaging any further steps*** that obstruct or delay the consumer's ability to terminate the automatic renewal or continuous service immediately.

Cal. Bus. & Prof. Code § 17602(d) (emphasis added). The updated ARL also requires a seller who provides an automatic offer that includes a free gift, trial, or promotional pricing to notify consumers about how to cancel the auto-renewal before they are charged. Sellers must also explain the price to be charged when the promotion or free trial ends. If the initial offer is at a

1 promotional price that is only for a limited time and will increase later, the seller must obtain
2 consumer consent to the non-discounted price prior to billing.

3 36. Section 17601(a) of the ARL defines the term “Automatic renewal” as a “plan or
4 arrangement in which a paid subscription or purchasing agreement is automatically renewed at the
5 end of a definite term for a subsequent term.” Cal. Bus. & Prof. Code § 17601(a).

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

15 38. Pursuant to Section 17601(c) of the ARL, “clear and conspicuous” or “clearly and
16 conspicuously” means “in larger type than the surrounding text, or in contrasting type, font, or
17 color to the surrounding text of the same size, or set off from the surrounding text of the same size
18 by symbol ls or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. &
19 Prof. Code § 17601(c).

20 39. Finally, Section 17603 of the ARL provides that where a “business sends any goods,
21 wares, merchandise, or products to a consumer, under a continuous service agreement or automatic
22 renewal of a purchase, without first obtaining the consumer’s affirmative consent[,]” the material
23 sent will be deemed “an unconditional gift to the consumer, who may use or dispose of the same in
24 any manner he or she sees fit without any obligation whatsoever on the consumer’s part to the
25 business[.]” Cal. Bus. & Prof. Code § 17603.

26 40. As alleged below, Defendants’ practices on the YT Platform systematically violate
27 Sections 17602(a)(1), 17602(a)(2), 17602(a)(3), and 17602(c) of the ARL.
28

1 **D. Defendants’ Business: The YT Subscription Enrollment Process**

2 41. At all relevant times, Defendants offered, via the YT Platform, various YT
3 Subscriptions for access to exclusive YouTube content, products, and/or services on a contract or
4 fee basis. The YT Subscriptions are offered on a recurring basis for monthly or yearly renewal
5 terms, and all plans automatically renew at the end of the defined renewal term unless the
6 subscriber cancels. For example, when customers sign up for a monthly YouTube Music on a free
7 trial basis, at the end of the initial trial period, their subscriptions are converted to paid
8 subscriptions and charged the full amount, \$9.00, for the next month, and every month thereafter if
9 they do not cancel. Similarly, customers enrolled for the monthly YouTube Premium on a free trial
10 basis are, after the initial trial period, automatically charged the full standard monthly rate of
11 \$11.99 for the subsequent month, and every month thereafter if they do not cancel.⁵⁰ Likewise,
12 customers enrolled in a straight-to-paid monthly or annual YT Subscription are, at the end of the
13 initial one-year period, automatically renewed and typically charged the full amount for the next
14 month or year, and every month or year thereafter if they do not cancel. Defendants’ YT
15 Subscriptions constitute automatic renewal and/or continuous service plans or arrangements for the
16 purposes of the ARL. *See* Cal. Bus. & Prof. Code §§ 17601(a), 17601(e).

17 42. To sign up for one of Defendants’ YT Subscriptions, the consumer must first select
18 a program. From a single webpage of the YT Platform, prospective subscribers can review and
19 compare the features of – and find links to the individual enrollment webpages for – each of
20 Defendants’ subscription offerings, including the YT Subscriptions at issue.

21 43. Consumers can sign up for one of Defendants’ YT Subscription plans through the
22 YT Website or the YT Apps (collectively, the YT Platform”). Customers who purchase a YT
23

24 ⁵⁰ Currently, “YouTube Music is being offered at [a] \$9.99 per month subscription price [and] ...
25 includes on-demand streaming, background listening, offline access and an ad-free experience. For
26 \$11.99 per month, users can extend that experience to YouTube by way of YouTube Premium.”
27 TechCrunch, *YouTube Music adds a transfer option ahead of Google Play Music’s shutdown this*
28 *year* (May 12, 2020), <https://techcrunch.com/2020/05/12/youtube-music-adds-a-transfer-option-ahead-of-google-play-musics-shutdown-this-year/>. *See also*
<https://www.youtube.com/musicpremium> (last accessed May 20, 2022);
<https://www.youtube.com/premium> (last accessed May 20, 2022).

1 Subscription via the YT Platform are automatically enrolled by Defendants in their chosen YT
2 Subscription program going forward, by default. In addition, customers may sign up for any of the
3 YT Subscriptions on a free-trial basis for a limited time. Nevertheless, customers that enroll in a
4 free trial, like those that sign up for a paid subscription, must provide Defendants with their
5 payment information at the time of enrollment. Customers' free trial subscriptions automatically
6 convert to paid monthly or annual subscriptions at the end of the trial period, at which point those
7 users are also automatically enrolled by Defendants in a paid YT Subscription program, and as
8 such their Payment Methods are automatically charged by Defendants on a recurring monthly or
9 yearly basis in the amount of the full, promotional, or discounted rate associated with that program,
10 continuing indefinitely until the customer takes affirmative steps to cancel.

11 44. The enrollment process for each YT Subscription is substantially the same,
12 regardless of the medium used. For instance, after selecting one of the YT Subscriptions, those
13 navigating the enrollment process on the YT Website are directed to a final webpage (the
14 "Checkout Page"), where prospective subscribers are prompted to input their payment information
15 and then invited to complete their purchases.⁵¹ For the purposes of the ARL and this Complaint,
16 the "relevant portion of the Checkout Page" refers to the text of that portion of the Checkout Page
17 that appears "in visual proximity to the request for consent to the offer[.]" which in this case
18 pertains to the text nearby the final blue button that customers must press in order to complete the
19 checkout process.

20 45. By way of example, since at least April 2021 to and through at least May 20, 2022,
21 when a consumer signs up for a free trial of YouTube Music or Premium via computer web
22 browser, the "relevant portion of the Checkout Page" refers to the disclosures in the block of text
23 immediately above the "START [] TRIAL" button (*i.e.*, the "request for consent"):

24
25
26 ⁵¹ Although Defendants generally do not require basic users to register or create an account in order
27 to view videos on the YouTube Platform, prospective subscribers to any of the YT Subscriptions
28 must either create a Google account or "sign in" to a preexisting Google account before reaching
the Checkout Page.

1 X Complete your purchase



Music Premium
Membership

Free trial

4

5 Monthly charge

\$9.99/mo

Billing starts: Jun 20, 2022



10 **Billing starts on Jun 20, 2022, the end of your free trial, and will renew automatically every month.**
Payments won't be refunded for partial billing periods. Cancel anytime in Settings. [Learn more.](#)

11 By clicking **Start 1-month Trial**, you're verifying that you're at least 18 years old, buying a paid
membership, and agreeing to [these terms](#).

12 Total today

\$0.00

13 **START 1-MONTH TRIAL**

14

15 X Complete your purchase



YouTube Premium
Membership

Free trial

18 Monthly charge

\$11.99/mo

Billing starts: Aug 20, 2022



23 **Billing starts on Aug 20, 2022, the end of your free trial, and will renew automatically every month.**
Payments won't be refunded for partial billing periods. Cancel anytime in Settings. [Learn more.](#)

24 By clicking **Start 3-month Trial**, you're verifying that you're at least 18 years old, buying a paid
membership, and agreeing to [these terms](#).

25 Total today

\$0.00

26 **START 3-MONTH TRIAL**

1 46. In all cases, the relevant portion of the Checkout Page fails to adequately disclose
2 the automatic renewal terms associated with the YT Subscriptions in the manner required by law.

3 47. Regardless of how the consumer subscribes (via the YT Website, on either its
4 desktop or mobile format, or the YT Apps), and irrespective of which YT Subscription (whether
5 YouTube Premium or Music) or of which specific plan (whether monthly or annual, straight-to-
6 paid or free trial, an individual or a family account, and at the full subscription rate or the
7 discounted-rate student subscription options) the subscriber selects, Defendants fail to disclose the
8 full terms of their auto-renewal programs either before or after checkout, and they never require the
9 individual consumer to read or affirmatively agree to any terms of service, *i.e.*, by requiring
10 consumers to click a checkbox next to the automatic renewal offer terms before consumers
11 complete the checkout process and submit their orders for their YT Subscriptions. Consequently,
12 Defendants uniformly fail to obtain any form of consent from – or even provide effective notice to
13 – their subscribers before charging consumers’ Payment Methods on a recurring basis.

14 **E. Defendants Violate California’s Automatic Renewal Law**

15 48. At all relevant times, Defendants failed to comply with the ARL in three ways: (i)
16 Defendants failed to present the automatic renewal offer terms in a clear and conspicuous manner
17 and in visual proximity to the request for consent to the offer before the subscription or purchasing
18 agreement was fulfilled, in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) Defendants
19 charged Plaintiff’s and Class members’ Payment Methods without first obtaining their affirmative
20 consent to the agreement containing the automatic renewal offer terms, in violation of Cal. Bus. &
21 Prof. Code § 17602(a)(2); and (iii) Defendants failed to provide an acknowledgment that included
22 the automatic renewal offer terms, cancellation policy, and information regarding how to cancel in
23 a manner that is capable of being retained by the consumer, in violation of Cal. Bus. & Prof. Code
24 § 17602(a)(3). The Acknowledgment Email also fails to disclose a toll-free telephone number or
25 describe another cost-effective, timely, and easy-to-use mechanism for cancellation, and in fact
26 Defendants make it exceedingly difficult and unnecessarily confusing for consumers to cancel their
27 YT Subscriptions, in violation of Cal. Bus. & Prof. Code § 17602(c).
28

1 i. **Defendants Fail To Clearly And Conspicuously Present**
2 **The YT Subscription Terms Before The Subscription**
3 **Agreement Is Fulfilled And In Visual Proximity To The**
4 **Request For Consent To The Offer.**

5 49. First, the relevant portion of the Checkout Page for each of the YT Subscriptions
6 does not present the complete “automatic renewal offer terms[,]” as defined by Cal. Bus. & Prof.
7 Code § 17601(b), in violation of Section 17602(a)(1) of the ARL. Specifically, although the
8 Checkout Page for free trial subscriptions to YouTube Music and YouTube Premium state that
9 “billing starts on [DATE], the end of your free trial, and will renew automatically every month,” a
10 reasonable consumer would find that statement unclear in regard to whether formal cancellation is
11 required in order to stop Defendants from automatically charging renewal fees to customers’
12 Payment Methods on a recurring basis. In other words, it is unclear based on any conspicuous text
13 on the relevant portion of the Checkout Page whether customers who enroll in a paid or free trial
14 YT Subscription are agreeing to recurring payments that will continue indefinitely. As such, with
15 respect to each of the YT Subscriptions, Defendants fail to disclose “[t]hat the subscription or
16 purchasing agreement will continue until the consumer cancels” in the manner required by statute.
17 Cal. Bus. & Prof. Code §§ 17601(b)(1), 17602(a)(1).

18 50. Additionally, the relevant portion of the Checkout Page for each YT Subscription
19 does not adequately disclose the recurring amount to be charged to the subscriber’s Payment
20 Method each billing period. Although the “Total Today” portion of each Checkout Page states the
21 initial amount to be charged to the consumer’s Payment Method on the day of enrollment in the
22 consumer’s chosen YT Subscription (\$0.00 in the case of free trials), that text does not place
23 consumers on notice of the recurring price to be charged in connection with the YT Subscriptions,
24 only of the price associated with the time-limited free trial (i.e., nothing). Further, although each
25 Checkout Page also states the amount to be charged to the consumer’s Payment Method for the
26 first renewal period of the consumer’s *paid* YT Subscription (“\$9.99” for YouTube Music and
27 “\$11.99” for YouTube Premium), that term appears near the *top* of the Checkout Page, which is
28 *not* the portion of the Checkout Page with which the ARL is concerned. By contrast, the *relevant*
 portion of each Checkout Page (*i.e.*, the portion in “visual proximity” to the request for consent, *see*

1 *supra*) is utterly silent as to the recurring amounts to be charged following enrollment and/or the
2 end of the trial period. In fact, no price term whatsoever appears in visual proximity to the blue
3 “final checkout” button near the bottom of the webpage (*i.e.*, the request for consent featured on
4 the Checkout Page). Thus, with respect to each of the YT Subscriptions, Defendants fail to provide
5 notice of “[t]he recurring charges that will be charged to the consumer’s [Payment Method] as part
6 of the automatic renewal plan or arrangement, and that the amount of the charge may change, if
7 that is the case, and the amount to which the charge will change, if known[,]” *see* Cal. Bus. & Prof.
8 Code § 17601(b)(3), in violation of Section § 17602(a)(1) of the ARL.

9 51. Defendants also fail to present a complete “description of the cancellation policy
10 that applies to the offer[,]” *see* Cal. Bus. & Prof. Code § 17601(b)(2). With respect to cancellation,
11 the relevant portion of the Checkout Page for YouTube Music and YouTube Premium states:
12 “Cancel anytime in YouTube settings.” However, the Checkout Pages contain no explanation of
13 *how* to cancel. For instance, the Checkout Pages do not mention that, in order to cancel,
14 subscribers must “click[] cancel within the app or contact[] support,” as is set forth elsewhere in
15 the YT Website.⁵² Nor do they disclose that, “[t]o avoid any charges, [subscribers who enroll in a
16 free trial YT Subscription] must cancel [their] subscription[s] before the end of the trial period.”⁵³
17 The Checkout Pages also fail to place subscribers on notice that, in order to receive a refund upon
18 cancellation, the customer must have “not commenced using the relevant [YT Subscription]
19 ordered and [the customer must make the] request no later than 7 working days after [his or her]
20 order is completed” in order to receive a refund, as is also set forth elsewhere in the YT Website.⁵⁴
21 Nor do they provide any contact method that the consumer can use to reach out and affect
22 cancellation, such as a toll-free phone number or an email address. These undisclosed terms
23 constitute material aspects of Defendants’ cancellation policy. Thus, prior to checkout, Defendants
24 were obligated by law to place consumers on notice of these aspects of Defendants’ cancellation
25

26 ⁵² https://www.youtube.com/t/terms_paidservice (last accessed Jan. 30, 2023).

27 ⁵³ *Id.*

28 ⁵⁴ *Id.*

1 policy in accordance with the ARL, which requires that companies provide such information “in
2 visual proximity ... to the request for consent to the [automatic renewal] offer.” Cal. Bus. & Prof.
3 Code § 17602(a)(1). It is not enough that the cancellation policy may be set forth on the
4 hyperlinked pages located elsewhere on the YT Platform; the ARL requires that Defendants
5 present their full cancellation policy directly on the Checkout Pages – and they must further do so
6 clearly and conspicuously, *see id.* § 17601(c), and with the requisite proximity (*i.e.*, they must
7 appear in the block of text immediately above the final checkout button on that page), *see id.* §
8 17602(a)(1) – so as to allow the consumer to read and review the applicable offer terms
9 immediately prior to purchase. Accordingly, because the Checkout Page does not present a
10 complete “description of the cancellation policy that applies to the offer[,]” *see id.* § 17601(b)(2),
11 Defendants failed, and continue to fail, to satisfy that requirement, in violation of Section
12 17602(a)(1) of the ARL.

13 52. Finally, the Checkout Page fails to adequately disclose the length of the automatic
14 renewal term associated with the YT Subscriptions, *see* Cal. Bus. & Prof. Code §§ 17601(b)(4),
15 17602(a)(1). In particular, although the Checkout Pages shown above state that consumer’s YT
16 Subscriptions “will renew automatically every month,” based on that statement, the precise date of
17 a given month or billing period that the consumer will be charged in connection with the YT
18 Subscriptions is unclear. For instance, it is not clear whether “month” refers to the precise calendar
19 date of the consumer’s initial enrollment, in which case the YT Subscriptions would renew every
20 28-31 days depending on the length of the given month, or refers to four-week intervals, in which
21 case the YT Subscription would renew every 28 days without regard to the calendar date or
22 exception. Thus, the exact length of each renewal term is ambiguous in terms of start and end date
23 from month-to-month or year-to-year. Accordingly, a reasonable consumer would find that
24 statement ambiguous in regard to the exact length of each renewal term in terms of start and end
25 date from month-to-month or year-to-year. As such, Defendant fails to disclose “[t]he length of the
26 automatic renewal term or that the service is continuous,” Cal. Bus. & Prof. Code § 17601(b)(4), in
27 further violation of Section 17602(a)(1) of the ARL.
28

1 53. As a result of Defendants’ missing and otherwise deficient pre-purchase disclosures,
2 Plaintiff selected and enrolled in his YT Subscription, he was unaware that Defendants enrolled
3 him in “automatic renewal” program under which his YT Subscription would renew each month
4 and result in continuous monthly automatic renewal charges to his Payment Methods unless and
5 until he effectively canceled the subscription.

6 ii. **Defendants Fail To Obtain Consumers’ Affirmative**
7 **Consent To The Automatic Renewal Terms Associated**
8 **With The YT Subscriptions.**

9 54. Second, at no point during the checkout process do Defendants require consumers to
10 read or affirmatively agree to any terms of service associated with their YT Subscriptions, *i.e.*, by
11 requiring consumers to select or click a “checkbox” next to the automatic renewal offer terms to
12 complete the checkout process. Accordingly, when Defendants automatically renew customers’
13 YT Subscriptions, Defendants charge consumers’ Payment Methods without first obtaining their
14 affirmative consent to the agreement containing the automatic renewal offer terms, in violation of
15 Cal. Bus. & Prof. Code § 17602(a)(2).

16 iii. **Defendants Fail To Provide A Post-Checkout**
17 **Acknowledgment That Clearly And Conspicuously**
18 **Discloses The Required YT Subscription Offer Terms.**

19 55. Finally, after Plaintiff and the members of the Class subscribed to one of
20 Defendants’ YT Subscriptions, Defendants sent to Plaintiff and the Class email follow-ups
21 regarding their purchases (the Acknowledgment Email”).

22 56. By way of example, from June 2016, to and through the present, Defendants sent
23 the same Acknowledgment Emails to YouTube Music and YouTube Premium subscribers.⁵⁵ The
24 subject line of the Acknowledgment Email for YouTube Music stated: “Welcome to YouTube
25 Music!” Similarly, the subject line of the Acknowledgment Email for YouTube Premium stated:
26 “Welcome to YouTube Premium!” The body of the YouTube Music and YouTube Premium
27 Acknowledgment Emails contained, in relevant part, the following text and images:
28

⁵⁵ Defendants’ YouTube Music and YouTube Premium Acknowledgment Emails are based on a single template, and they are therefore identical to each other in terms of organization, layout, and substantive text.



Hi Qin,

Welcome to your 1 month free trial of Music Premium membership! The payment method you provided will be charged monthly starting [go/ytfmt-test go/ytfmt#medium_date 2020-11-09T00:25:48,948Z US/Pacific en].

As a member you can explore, manage, and cancel your membership any time by visiting [YouTube account settings](#).

GET STARTED

Welcome aboard!
The YouTube Team

Membership details

Music Premium	[go/ytfmt-test
Free Trial	go/ytfmt#currency (0 USD)
	en]

Music Premium	[go/ytfmt-test
Subscription	go/ytfmt#currency (9.99
Monthly, starting [go/ytfmt-test	USD) en]
go/ytfmt#medium_date 2020-11-09T00:25:48Z	
US/Pacific en]	

Tax	[go/ytfmt-test
	go/ytfmt#currency (0 USD)
	en]

Total today	[go/ytfmt-test
Paid with Visa ****	go/ytfmt#currency (0
	USD) en]

Order Date

[go/ytfmt-test go/ytfmt#medium_date 2020-10-08T23:26:06,666Z
US/Pacific en]

Order Number

YTR.RDBK-WX8H-LL4H-T67J

Cancellations: You can cancel your [Music Premium membership](#) any time. If you cancel, you'll still have access to Music Premium benefits until the end of your billing period. [Refund policy](#)

Need help? [Contact support](#) or go to our [Help Center](#). Please don't reply to this email.

[Help Center](#) • [Email options](#)

You received this email to provide information and updates around your YouTube product or account.



© 2021 Google LLC d/b/a YouTube, 901 Cherry Ave, San Bruno, CA 94066

[Paid Service Terms of Service](#)

1 57. The Acknowledgment Emails that Defendants have sent to new subscribers to the
2 YT Subscriptions at all relevant times herein are substantively and materially the same as the
3 exemplar depicted above in terms of layout, organization, and most importantly, text.

4 58. As with the Checkout Pages, the Acknowledgment Emails for the YT Subscriptions
5 failed to provide Plaintiff and members of the Class with the complete automatic renewal or
6 continuous service terms that applied to the offer, a description of the full cancellation policy, or
7 any specific information regarding how to cancel.

8 59. In fact, the Acknowledgment Emails suffer the same deficiencies as those pre-
9 checkout disclosures featured on the relevant portion of the Checkout Pages, discussed above.
10 Namely, the Acknowledgment Emails do not clearly and conspicuously provide that the YT
11 Subscriptions “will continue until the consumer cancels” (Cal. Bus. & Prof. Code § 17601(b)(1)),
12 the recurring amount to be charged to the subscriber’s Payment Method each billing period (*id.* §
13 17601(b)(3)), or the length of the automatic renewal term (*id.* § 17601(b)(4)), and they fail to
14 provide an adequate “description of the cancellation policy that applies to the offer” (*id.* §
15 17601(b)(2)), or explanation of how to cancel the YT Subscriptions. Any such disclosures of
16 required automatic renewal offer terms are either missing altogether or are deceptively incomplete,
17 objectively inaccurate, and/or are inconspicuously buried in the tiny, fine print at the bottom of the
18 Acknowledgment Email (*i.e.*, hidden in the fine print). For instance, although the
19 Acknowledgment Emails contain language regarding cancellation like that on the YT Website, the
20 Acknowledgment Emails, like the Checkout Pages, do not specify that the customer must make a
21 cancellation “request no later than 7 working days after [his or her] order is completed” in order to
22 receive a refund, as is set forth elsewhere in the YT Website, *see supra*. Nor do the
23 Acknowledgment Emails provide a toll-free telephone number, electronic mail address, or a post-
24 office address, or disclose a cost-effective, timely and easy-to-use mechanism for cancellation. As
25 such, the Acknowledgment Email fails to “include[] the automatic renewal offer terms ... and
26 information regarding how to cancel in a manner that is capable of being retained by the
27 consumer[,]” in violation of the ARL under Cal. Bus. & Prof. Code § 17602(a)(3).
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1 Sims's YT Subscription in a manner capable of being retained by him. Mr. Sims did not receive
2 any other acknowledgments that contain the required information.

3 67. As a result of Defendants' missing and otherwise deficient disclosures, when Mr.
4 Sims selected and enrolled in his YouTube Music free trial subscription in or around January 2022,
5 he was unaware that Defendants enrolled him in an "automatic renewal" program under which the
6 subscription would renew each month and result in continuous monthly automatic renewal charges
7 to his Payment Method unless and until Mr. Sims canceled the subscription. Thus, because Mr.
8 Sims was not expecting the YT Subscription to automatically renew, the thought of cancelling his
9 YT Subscription did not occur to Mr. Sims. That is, believing the membership plan would
10 automatically terminate following the initial trial period and there was therefore no need for Mr.
11 Sims to affect cancellation in order to avoid future charges, Mr. Sims did not attempt to cancel his
12 YT Subscription before incurring charges in connection with the YT Subscription.

13 68. Nevertheless, approximately one month after Mr. Sims first signed up for his free
14 trial to YouTube Premium, Defendants converted Mr. Sims's free trial to a paid YT Subscription
15 and automatically renewed Mr. Sims's YT Subscription and charged Mr. Sims's approximately
16 \$11.99, the full monthly standard membership fee then associated with the paid monthly YouTube
17 Music subscription, without his knowing or affirmative consent.

18 69. Mr. Sims did not become aware of Defendants' course of unlawful conduct until,
19 upon review of the billing records associated with his Payment Method, he later discovered the
20 unauthorized charges Defendant had been posting to his Payment Method on a monthly basis.
21 Prior to that point, Mr. Sims was not aware that he would be charged *any* money in connection
22 with his free trial, and he certainly did not understand that his YouTube Music free trial in fact was
23 or would automatically become an "automatic renewal" for which he would incur recurring
24 charges on an ongoing, monthly basis.

25 70. Yet, thereafter, Defendants continued to automatically renew Mr. Sims's YT
26 Subscription at the same rate on a monthly basis and charged his Payment Method approximately
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1 ten or eleven additional times, for a total of eleven or twelve unauthorized charges to Mr. Sims's
2 Payment Method without his knowing consent.

3 71. The monthly fees that Defendants charged to Mr. Sims's Payment Method in
4 connection with his YouTube Music subscription came as a surprise to Mr. Sims because, prior to
5 his discovery of the unauthorized charges Defendant had been posting to his Payment Method on a
6 monthly basis, he had believed that the membership plan would automatically terminate following
7 the initial trial period, and that the free trial would not turn into an automatically renewing
8 subscription. He was also unsure of how long his free trial would last, and generally believed that
9 YouTube would inform him following the expiration of the free trial period and, at that point,
10 attempt to obtain his affirmative consent to continue monthly charges in connection with YouTube
11 Music if he wished to continue with the paid subscription. As a result, Mr. Sims did not expect to
12 incur any charges in connection with the YT Subscription at the time Defendants posted fees to Mr.
13 Sims's Payment Method.

14 72. Mr. Sims's confusion and surprise with respect to the monthly renewal fees he
15 incurred during the life of his YT Subscriptions – and, more generally, about the applicable offer
16 terms concerning automatic renewal, price, billing date, and cancellation – is the direct result of
17 Defendants' failure to place Mr. Sims on notice of several material terms associated with his YT
18 Subscription. In particular, Mr. Sims was not made aware of the fact that Defendants enrolled him
19 in an "automatic renewal" program under which his YT Subscription would automatically renew
20 each month after the initial trial period, unless Mr. Sims chose to cancel before the trial period
21 ended. Nor was Mr. Sims made aware of Defendants' cancellation policy, the most crucial aspects
22 of which were missing from the Checkout Page and Acknowledgment Email, and Defendants also
23 failed to adequately disclose the length of the free trial period and the recurring amount that would
24 be charged to Mr. Sims's debit card as part of his YT Subscription. Because Defendants failed to
25 disclose this material information in the manner required by statute, Mr. Sims was unable at the
26 point of sale to accept or provide affirmative consent to Defendants' offer or knowingly enter into
27 to the purchase agreement. Thus, as a direct result of Defendants' missing, incomplete, and
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1 otherwise deficient disclosures on the Checkout Page and in the Acknowledgment Email, Mr. Sims
2 was induced to sign up for, and unable to terminate, his YT Subscription.

3 73. In sum, because Mr. Sims did not expect that his free trial would automatically
4 convert into a paid YT Subscription in the first place, Mr. Sims was unaware at the time he initially
5 signed up for a free trial that he would incur any renewal charges whatsoever in connection with
6 YouTube Music. However, once Mr. Sims learned that his YT Subscription did automatically
7 renew and would continue to do so without his intervention, Mr. Sims had no idea how to cancel
8 his YT Subscription and did not expect that it would be as difficult and confusing a process as it
9 turned out to be.

10 74. Indeed, Mr. Sims struggled to cancel his YT Subscription due to Defendants'
11 obscure, confusing, and time-consuming cancellation policy, the terms related to which were
12 entirely missing from the Checkout Page and Acknowledgment Email. For instance, on several
13 occasions, Mr. Sims spent an excessive amount of time searching through the YT Platform for a
14 cancellation button or other similar online mechanism for cancellation, to Mr. Sims's great
15 confusion and, on his first cancellation attempt, no avail. As a result, Mr. Sims's initial attempt at
16 cancellation was utterly ineffective, and Defendants continued to charge fees to his Payment
17 Method for the subsequent month.

18 75. Notably, neither the Checkout Page nor the Acknowledgment Email contain
19 Defendants' full cancellation policy, and nor do they provide any explanation whatsoever
20 regarding how to cancel the YT Subscription. As a result, based on the pre- and post-check out
21 disclosures featured on the Checkout Page and in the Acknowledgment Email, Mr. Sims did not
22 know anything about how to cancel his YT Subscription (*e.g.*, in terms of who to contact, when,
23 and by what method), or about Defendants' 7-day cancellation policy or associated refund policy
24 with respect to cancellations, as are set forth on other pages of Defendants' website.

25 76. Mr. Sims was not previously aware of the above discussed aspects of Defendants'
26 cancellation policy, *see supra*. At no point during the lift of his YT Subscription was Mr. Sims
27 required or even prompted to navigate to or otherwise examine any of the terms disclosed on the on
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1 any other page of the YT Platform, aside from the Checkout Page. Defendants neglected to
2 disclose this information to Mr. Sims either at the point of purchase on the Checkout Page or in the
3 Acknowledgment Email that Defendants sent to Mr. Sims after he completed the checkout process.
4 Accordingly, Defendants failed to place Mr. Sims on notice of their cancellation policy or provide
5 Mr. Sims information regarding how to cancel YouTube Music in a manner that is capable of being
6 retained by him, in violation of the ARL under Cal. Bus. & Prof. Code §§ 17602(a)(1) and
7 17602(a)(3). See also Cal. Bus. & Prof. Code § 17601(b)(2).

8 77. Moreover, even if the Acknowledgment Email *had* contained Defendants' complete
9 cancellation policy (it did not), given the amount of time and effort Mr. Sims spent trying to cancel
10 his YT Subscription, to no avail, and the reasons stated above, the exclusively online "mechanism
11 for cancellation" that exists is not one Mr. Sims and other reasonable consumers would consider
12 "timely" or "easy-to-use." The Acknowledgment Email is also silent as to any toll-free telephone
13 number, electronic mail address, or post-office address available for cancellation.

14 78. Thus, the Acknowledgment Email fails to "provide a toll-free telephone number,
15 electronic mail address, a postal address if the seller directly bills the consumer, or ... another cost-
16 effective, timely, and easy-to-use mechanism for cancellation" or "describe[any such mechanism]
17 in the acknowledgment," in violation of the ARL under Cal. Bus. & Prof. Code § 17602(c).

18 79. Defendants' pre- and post-checkout disclosures, failure to obtain affirmative consent
19 on the Checkout Page, and failure to issue refunds of subscription charges automatically posted to
20 consumers' Payment Methods notwithstanding those inadequate disclosures / omissions and lack of
21 an affirmative consent mechanism, fail to comply with the ARL, which deems products provided in
22 violation of the statute to be unconditional gifts to consumers. See Cal. Bus. & Prof. Code §
23 17603.

24 80. As a direct result of Defendants' unlawful conduct described above, Mr. Sims
25 suffered economic injury. Specifically, Defendants' ARL violations caused Mr. Sims financial
26 injury because he reasonably relied on Defendants' conspicuous disclosures of the Checkout Page
27 and the Acknowledgment Email (and, as a natural corollary, Defendants' omissions and/or the
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1 inconspicuousness of the disclosures contained therein) in deciding whether to purchase his YT
2 Subscription in the first place and to continue paying for it after that (*i.e.*, by not cancelling the
3 auto-renewal). Had Defendants complied with the ARL by adequately disclosing – and obtaining
4 Mr. Sims’s affirmative consent to – the requisite YT Subscription terms on the Checkout Page at
5 the point of Mr. Sims’s initial enrollment, Mr. Sims would have been able to read and review the
6 auto renewal terms prior to purchase and he would have not subscribed to YouTube Music at all or
7 on materially the same terms, thereby avoiding financial injury of any kind as a result of
8 Defendants’ ARL violations. Similarly, had Defendants complied with the ARL by adequately
9 disclosing the terms associated with Mr. Sims’s YT Subscription in the post-checkout
10 Acknowledgment Email (*i.e.*, after initial enrollment but before any one of the several times
11 Defendants subsequently automatically renewed Mr. Sims’s YT Subscription and charged his
12 Payment Method accordingly), Mr. Sims would have been able to read and review the auto renewal
13 terms prior to another automatic renewal, and she would have canceled his YT Subscription prior
14 to the expiration of the initial trial subscription period or any subsequent renewal period in which
15 he would have learned such information, thereby avoiding all or part of the automatic renewal
16 charges Mr. Sims incurred during the life of his YouTube Music subscription. But Defendants did
17 not adequately disclose the required automatic renewal terms in either the Checkout Page or the
18 Acknowledgment Email, thereby depriving Mr. Sims of the opportunity to make an informed
19 decision as to the transaction.

20 81. The facts giving rise to Mr. Sims’s claims are materially the same as the Class he
21 seeks to represent.

22 **CLASS ACTION ALLEGATIONS**

23 82. **Class Definition:** Plaintiff brings this action pursuant to Code of Civil Procedure §
24 382 and Civil Code § 1781 on behalf of a class of similarly situated individuals, defined as follows
25 (the “Class”):

26 All persons in California who, within the applicable statute of
27 limitations period, up to and including the date of final judgment in
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1 this action, incurred renewal fee(s) in connection with Defendants'
2 YouTube Music and YouTube Premium subscription offerings.

3 83. Class Specifically excluded from the Class are Defendants and any entities in which
4 Defendants have a controlling interest, Defendants' agents and employees, the judge to whom this
5 action is assigned, members of the judge's staff, and the judge's immediate family.

6 84. Plaintiff reserves the right to amend the definition of the Class if discovery or
7 further investigation reveals that the Class should be expanded or otherwise modified.

8 85. **Numerosity.** Members of the Class are so numerous that their individual joinder
9 herein is impracticable. On information and belief, the Class comprises at least millions of
10 consumers throughout California. The precise number of Class members and their identities are
11 unknown to Plaintiff at this time but may be determined through discovery. Class members may
12 be notified of the pendency of this action by mail and/or publication through the distribution
13 records of Defendants.

14 86. **Commonality and Predominance.** Common questions of law and fact exist as to all
15 Class members and predominate over questions affecting only individual Class members.
16 Common legal and factual questions include, but are not limited to: (a) whether Defendants' YT
17 Subscriptions constitute "Automatic renewal[s]" within the meaning of Cal. Bus. & Prof. Code §
18 17601(a); (b) whether Defendants failed to present the automatic renewal offer terms, or
19 continuous service offer terms, in a clear and conspicuous manner before the subscription or
20 purchasing agreement was fulfilled and in visual proximity to the request for consent to the offer,
21 in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (c) whether Defendants charged Plaintiff's
22 and Class members' Payment Method for an automatic renewal or continuous service without first
23 obtaining their affirmative consent to the automatic renewal offer terms or continuous service offer
24 terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); (d) whether Defendants failed to
25 provide an acknowledgment that included the automatic renewal or continuous service offer terms,
26 cancellation policy, and information on how to cancel in a manner that is capable of being retained
27 by Plaintiff and the Class, in violation of Cal. Bus. & Prof. Code § 17602(a)(3); (e) whether the
28 goods and services provided by Defendants are deemed an "unconditional gift" in accordance with

1 Cal. Bus. & Prof. Code § 17603; (f) whether Defendants’ conduct alleged herein violated
2 California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
3 California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*, and/or
4 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (g)
5 whether Defendants’ conduct alleged herein constitutes conversion and/or unjust enrichment; (h)
6 whether Plaintiff and the Class are entitled to damages and/or restitution; (i) whether Defendants
7 should be enjoined from further engaging in the misconduct alleged herein; and (j) whether
8 Plaintiff and the Class are entitled to attorneys’ fees and costs under California Code of Civil
9 Procedure § 1021.5.

10 87. **Typicality.** The claims of Plaintiff Sims are typical of the claims of the Class in that
11 Plaintiff Sims and the Class sustained damages as a result of Defendants’ uniform wrongful
12 conduct, based upon Defendants’ failure to obtain Plaintiff’s and the Class’s affirmative consent to
13 the automatic renewal offer terms or continuous service offer terms associated with the YT
14 Subscriptions before charging their Payment Methods.

15 88. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
16 Plaintiff has no interests antagonistic to Class members’ interests, and Plaintiff has retained counsel
17 that have considerable experience and success in prosecuting complex class-actions and consumer-
18 protection cases.

19 89. **Superiority.** A class action is superior to all other available methods for the fair and
20 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
21 individual actions are economically impractical for members of the Class; the Class is readily
22 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
23 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
24 permits claims to be handled in an orderly and expeditious manner.

25 90. Defendants have acted or failed to act on grounds generally applicable to the Class,
26 thereby making appropriate final injunctive relief with respect to the Class as a whole.
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91. Without a class action, Defendants will continue a course of action that will result in further damages to Plaintiff and members of the Class and will likely retain the benefits of their wrongdoing.

92. Based on the foregoing allegations, Plaintiff's claims for relief include those set forth below.

FIRST CAUSE OF ACTION
Violations of California’s Unfair Competition Law (“UCL”),
Cal. Bus. & Prof. Code §§ 17200, *et seq.*

93. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

94. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

95. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act[.]” Cal. Bus. & Prof. Code § 17200. The UCL allows “a person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice or act.

96. As alleged below, Defendants have committed unlawful and/or unfair business practices under the UCL by: (a) representing that Defendants' goods and services have certain characteristics that they do not, in violation of Cal. Civil Code § 1770(a)(5); (b) advertising goods and services with the intent not to sell them as advertised, in violation of Cal. Civil Code § 1770(a)(9); and (c) converting to Defendants' own use and benefit money that rightfully belongs to Plaintiff and the Class.

97. Additionally, at all relevant times, Defendants have violated, and continue to violate, the UCL's proscription against engaging in unlawful and/or unfair conduct as a result of their violations of the ARL, Cal. Bus. & Prof. Code §§ 17600, *et seq.* Specifically, Defendants failed, and continue to fail, to: (a) provide the auto-renewal terms associated with their YT

Subscription “in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity[] ... to the request for consent to the offer,” in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (b) obtain the affirmative consent of Plaintiff and the Class to those terms before charging their Payment Methods, in violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (c) provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer, in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3). Defendants also make it exceedingly difficult and unnecessarily confusing for consumers to cancel their YT Subscriptions, in violation of Cal. Bus. & Prof. Code § 17602(b).

98. Each of these acts and practices constitutes an independent violation of the ARL, and thus an independent violation of the UCL.

99. All products received from Defendants in violation of the ARL, Cal. Bus. Prof. Code §§ 17602, *et seq.*, constitute “unconditional gifts.” *See* Cal. Bus. Prof. Code § 17603. As a direct and proximate result of Defendants’ unlawful and/or unfair practices described herein, Defendants have received, and continue to hold, unlawfully obtained property and money belonging to Plaintiff and the Class in the form of payments made by Plaintiff and the Class for their YT Subscriptions. Defendants have profited from their unlawful and/or unfair acts and practices in the amount of those business expenses and interest accrued thereon.

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

101. There were reasonably available alternatives to further Defendants’ legitimate business interests, other than the conduct described herein.

102. Defendants’ acts, omissions, nondisclosures, and misleading statements as alleged herein were and are false, misleading, and/or likely to deceive the consuming public.

1 103. Plaintiff and the members of the Class have suffered a substantial injury in fact and
2 lost money by virtue Defendants' acts of unfair competition, which caused them to purchase the
3 YT Subscriptions. Had Defendants complied with their disclosure obligations under the ARL,
4 Plaintiff and members of the Class would not have purchased their YT Subscriptions or would
5 have cancelled their YT Subscriptions prior to the renewal of the subscriptions, so as not to incur
6 additional fees. Thus, Plaintiff and members of the Class were damaged and have suffered
7 economic injuries as a direct and proximate result of Defendants' unlawful and/or unfair business
8 practices.

9 104. Defendants' violations have continuing and adverse effects because Defendants'
10 unlawful conduct is continuing, with no indication that Defendants intend to cease this unlawful
11 course of conduct. The public and the Class are subject to ongoing harm because the unlawful
12 and/or unfair business practices associated with the YT Subscriptions are still used by Defendants
13 today.

14 105. Plaintiff and the Class seek restitution pursuant to Cal. Bus. & Prof. Code § 17203
15 of all amounts that Defendants charged or caused to be charged to Plaintiff's and the Class's
16 Payment Method in connection with their YT Subscriptions during the four years preceding the
17 filing of this Complaint. Defendants should be required to disgorge all the profits and gains they
18 have reaped and restore such profits and gains to Plaintiff and the Class, from whom they were
19 unlawfully taken.

20 106. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and members of the Class
21 seek a court order enjoining Defendants from such future misconduct, and any other such orders
22 that may be necessary to rectify the unlawful business practices of Defendants.

23 107. Plaintiff Sims brings this action as private attorneys general and to vindicate and
24 enforce an important right affecting the public interest. Plaintiff and the Class are therefore entitled
25 to an award of attorneys' fees under Code of Civil Proc. § 1021.5 for bringing this action.

26 **SECOND CAUSE OF ACTION**

27 **Conversion**

28 108. Plaintiff re-alleges and incorporates by reference every allegation set forth in the

preceding paragraphs as though alleged in this Count.

109. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

110. As a result of charges made by Defendants to Plaintiff's and Class members' Payment Methods without authorization and in violation of California law, Defendants have taken money that belongs to Plaintiff and the Class.

111. The amount of money wrongfully taken by Defendants is capable of identification.

112. Defendants engaged in this conduct knowingly, willfully, and with oppression, fraud, and/or malice within the meaning of Cal. Civil Code § 3294(c).

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

THIRD CAUSE OF ACTION

Violations of California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

114. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

115. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

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

117. Defendants committed acts of false advertising, as defined by § 17500, by intentionally making and disseminating statements to consumers in California and the general public concerning Defendants' products and services, as well as circumstances and facts connected to such products and services, which are untrue and misleading on their face and by omission, and

1 which are known (or which by the exercise of reasonable care should be known) by Defendants to
2 be untrue or misleading. Defendants have also intentionally made or disseminated such untrue or
3 misleading statements and material omissions to consumers in California and to the public as part
4 of a plan or scheme with intent not to sell those services as advertised.

5 118. Defendants' statements include but are not limited to representations and omissions
6 made to consumers before and after enrollment in Defendants' YT Subscriptions regarding the
7 terms of payment for and cancellation of a consumer's automatic payments. For instance,
8 Defendants' representation on the Checkout Pages of the YT Website that members "can cancel
9 [their YT Subscriptions] anytime" is contradicted by their policy set forth elsewhere in the YT
10 Website that customers must cancel their YT Subscriptions "at least 24 hours before the end of the
11 current period." In light of Defendants' disclosure of the former and silence as to the latter on the
12 Checkout Pages for the YT Subscriptions, the representations and omissions on the Checkout
13 Pages constitute false and deceptive advertisements.

14 119. Defendants' actions in violation of § 17500, as described herein, were false and
15 misleading such that the general public is and was likely to be deceived.

16 120. Plaintiff and the members of the Class were deceived by Defendants' statements and
17 omissions made online when they signed up and started paying for their YT Subscriptions, and
18 there is a strong probability that other California consumers and members of the public were also
19 or are likely to be deceived as well. Any reasonable consumer would be misled by Defendants'
20 false and misleading statements and material omissions. Plaintiff and other members of the Class
21 did not learn of Defendants' cancellation and automatic payment policies until after they had
22 already signed up and started paying for Defendants' YT Subscription. They relied on Defendants'
23 statements and omissions to their detriment.

24 121. Plaintiff and the Class lost money or property as a result of Defendants' FAL
25 violations because they would not have purchased the YT Subscriptions on the same terms if the
26 true facts were known about the product and the YT Subscriptions do not have the characteristics
27 as promised by Defendants.
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122. Plaintiff Sims, individually and on behalf of all similarly situated California consumers, seeks individual, representative, and public injunctive relief and any other necessary orders or judgments that will prevent Defendants from continuing with their false and deceptive advertisements and omissions; restitution that will restore the full amount of their money or property; disgorgement of Defendants' relevant profits and proceeds; and an award of costs and reasonable attorneys' fees.

FOURTH CAUSE OF ACTION
Violations of California’s Consumers Legal Remedies Act (“CLRA”),
Cal. Civ. Code §§ 1750, *et seq.*

123. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

124. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

125. Plaintiff and the members of the Class are “consumers” within the meaning of Cal. Civil Code § 1761(d) in that Plaintiff and the Class sought or acquired Defendants’ goods and/or services for personal, family, or household purposes.

126. Defendants’ selection and/or subscription offers and the video, music, and other products pertaining thereto are “goods” and/or “services” within the meaning of Cal. Civil Code § 1761(a) and (b). The purchases by Plaintiff and the Class are “transactions” within the meaning of Cal. Civil Code § 1761(e).

127. The acts and practices of Defendants as described above were intended to deceive Plaintiff and the Class as described herein, and have resulted, and will result, in damages to Plaintiff and the Class. These actions violated, and continue to violate, the CLRA in at least the following respects: (a) Defendants' acts and practices constitute representations or omissions deceiving that the YT Subscriptions have characteristics, uses, and/or benefits, which they do not, in violation of Cal. Civil Code §1770(a)(5); and (b) Defendants' acts and practices constitute the advertisement of the goods in question without the intent to sell them as advertised, in violation of Cal. Civil Code § 1770(a)(9).

128. Plaintiff and the Class suffered economic injury as a direct result of Defendants' misrepresentations and/or omissions because they were induced to purchase YT Subscriptions and/or pay renewal fees they would not have otherwise purchased and/or paid. Had Defendants fully and clearly disclosed the terms associated with the YT Subscriptions, Plaintiff and the Class would have not subscribed to the YT Subscriptions, or they would have cancelled their YT Subscriptions earlier, *i.e.*, prior to the expiration of the initial subscription period.

129. Plaintiff Sims, on behalf of himself and all other members the Class, seeks an injunction prohibiting Defendants from continuing their unlawful practices in violation of the CLRA.

130. In compliance with the provisions of California Civil Code § 1782, Plaintiff sent written notice to Defendant YouTube LLC on January 31, 2023, informing Defendants of his intention to seek damages under California Civil Code § 1750. The letter expressly stated that it was sent on behalf of Plaintiff and “all other persons similarly situated.” Accordingly, Plaintiff Sims, individually and on behalf of the proposed Class, seeks damages from Defendants as permitted by Civil Code § 1782(d) for Defendants’ violations of the CLRA.

FIFTH CAUSE OF ACTION
Unjust Enrichment / Restitution

131. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

132. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

133. Plaintiff and the Class conferred benefits on Defendants by purchasing the YT Subscriptions.

134. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiff and the Class's purchases of the YT Subscriptions. Retention of those moneys under these circumstances is unjust and inequitable because Defendants' failure to disclose material terms of the purchase agreement, in violation of California law, induced Plaintiff and the Class to purchase the YT Subscriptions. These omissions caused injuries to Plaintiff and the Class because they

1 would not have purchased the YT Subscriptions at all, or on the same terms, if the true facts were
2 known.

3 135. Because Defendants' retention of the non-gratuitous benefits conferred on them by
4 Plaintiff and the Class is unjust and inequitable, Defendants must pay restitution to Plaintiff and the
5 Class for their unjust enrichment, as ordered by the Court.

6 **SIXTH CAUSE OF ACTION**
7 **Negligent Misrepresentation**

8 136. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in
9 all preceding paragraphs of this complaint.

10 137. Plaintiff brings this claim individually and on behalf of the members of the
11 proposed Class against Defendants.

12 138. As discussed above, Defendants misrepresented in their advertisements and related
13 statements made in connection with the sign-up and purchase processes for the YT Subscriptions
14 that subscribers "may cancel at anytime." Defendants omitted, failed to disclose, and intentionally
15 concealed from such advertisements and related statements material facts concerning billing,
16 cancellation, and automatic payment terms, policies, and requirements.

17 139. At the time Defendants made these representations, Defendants knew or should
18 have known that these representations were false or made them without knowledge of their truth or
19 veracity.

20 140. At an absolute minimum, Defendants negligently misrepresented and/or negligently
21 omitted material facts about the YT Subscriptions and their associated terms.

22 141. The negligent misrepresentations and omissions made by Defendants, upon which
23 Plaintiff and Class members reasonably and justifiably relied, were intended to induce and actually
24 induced Plaintiff and Class members to purchase and enroll in Defendants' YT Subscription
25 program.

26 142. Plaintiff and Class members would not have purchased the YT Subscriptions if the
27 true facts had been known.
28

1 143. The negligent actions of Defendants caused damage to Plaintiff and Class members,
2 who are entitled to damages and other legal and equitable relief as a result.

3 **SEVENTH CAUSE OF ACTION**

4 **Fraud**

5 144. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in
6 all preceding paragraphs of this complaint.

7 145. Plaintiff brings this claim individually and on behalf of the members of the
8 proposed Class against Defendants.

9 146. As discussed above, Defendants provided Plaintiff and Class members with false or
10 misleading material information and failed to disclose material facts about the YT Subscriptions
11 and their associated automatic renewal terms, including terms regarding Defendants' cancellation
12 policy and billing practices and policies. These misrepresentations and omissions were made by
13 Defendants with knowledge of their falsehood.

14 147. The misrepresentations and omissions made by Defendants, upon which Plaintiff
15 and Class members reasonably and justifiably relied, were intended to induce and actually induced
16 Plaintiff and Class members to purchase the YT Subscriptions.

17 148. The fraudulent actions of Defendants caused damage to Plaintiff and the members
18 of the Class, who are entitled to damages and other legal and equitable relief as a result.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff Sims, individually and on behalf of all others similarly situated,
21 seeks judgment against Defendants, as follows:

- 22 a. For an order certifying the Class and naming Plaintiff as a representative of the
23 Class and Plaintiff's attorneys as Class Counsel to represent the Class;
24 b. For an order declaring Defendants' conduct violates the statutes referenced herein;
25 c. For an order finding in favor of Plaintiff and the Class on all counts asserted herein
26 d. For actual, compensatory, statutory, and/or punitive damages in amounts to be
27 determined by the Court and/or jury;
28 e. For prejudgment interest on all amounts awarded;
 f. For an order of restitution and all other forms of equitable monetary relief;

- 1 g. For injunctive relief as pleaded or as the Court may deem proper; and
2 h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees,
3 expenses, and costs of suit.

4 **JURY DEMAND**

5 Plaintiff demands a trial by jury on all causes of action and issues so triable.
6

7 Dated: February 1, 2023

Respectfully submitted,

8 **BURSOR & FISHER, P.A.**

9
10 By: _____



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