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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 FERNANDA WARREN, on behalf of herself ) Case No.  
17 and all others similarly situated, )  
18 Plaintiff, ) **CLASS ACTION COMPLAINT**  
19 v. ) **JURY TRIAL DEMANDED**  
20 ZOOM VIDEO COMMUNICATIONS, INC, )  
21 Defendant. )  
22 )

23 1. Plaintiff Fernanda Warren (“Plaintiff”), on behalf of herself and all others similarly  
24 situated, brings this action against Defendant Zoom Video Communications Inc. (“Zoom”) and  
25 alleges the following:

26 **INTRODUCTION**

27 2. Plaintiff brings this action on behalf of herself the general public, and a class of  
28 similarly situated consumers against Zoom, regarding its automatic renewal scheme with respect to

1 Zoom subscriptions.

2 3. Specifically, Zoom fails to cancel subscription plans of subscribers that cancel their  
3 paid monthly subscription. Instead, Zoom continues to charge consumers unwanted monthly fees  
4 even after they attempt to cancel their membership.

5 4. In so doing, Zoom systematically violates state automatic renewal laws, including  
6 those of California and Florida, by engaging in a pattern and practice of exploiting its members by  
7 continuing to charge them monthly fees, without consumers' consent, after they have canceled their  
8 memberships.

9 5. On behalf of herself and the proposed class, Plaintiff seeks damages, restitution,  
10 statutory damages, attorneys' fees, and public injunctive relief, as set forth more fully below.

11 **PARTIES**

12 6. Plaintiff Fernanda Warren is a citizen and resident of Jupiter, Florida.

13 7. Defendant Zoom Video Communications, Inc. is a Delaware corporation with its  
14 principal place of business and headquarters in San Jose, California. Zoom is a supplier of video  
15 conferencing services founded in 2011 and is currently valued at over \$67 billion.

16 **JURISDICTION AND VENUE**

17 8. This Court has original jurisdiction over this action because (1) the proposed classes  
18 are comprised of at least 100 members, (2) at least one member of the proposed class is a citizen of a  
19 state other than California, and (3) the aggregate claims of the putative class members exceed \$5  
20 million, exclusive of interest and costs. 28 U.S.C. §§ 1332(d)(2) and (6).

21 9. Venue is proper in the United States District Court for the Northern District of  
22 California because Zoom is subject to personal jurisdiction in the Northern District, because Zoom  
23 regularly conducts business in the Northern District, and because a substantial part of the events or  
24 omissions giving rise to the claims asserted herein occurred in the Northern District. 28 U.S.C. §  
25 1391.

26 ///

27 ///

28 ///

1                   **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

2           **I. OVERVIEW OF ZOOM**

3           10. Zoom provides a cloud-based communications platform for video and audio  
4 conferencing to both business and individual consumers throughout California and the United States.  
5 Zoom’s products and services can be used across mobile devices, desktops, telephones, and room  
6 systems.

7           11. Zoom offers different tiers of services for its registered users: Basic, Pro, Business,  
8 and Enterprise. Subscription fees range from free for the Basic version, to \$19.99 per month per user  
9 for the Enterprise version. While users receive additional features under more expensive  
10 subscriptions, Zoom’s representations regarding its cancellation policy are common to all subscription  
11 levels.

12           12. Zoom has developed mobile apps to access its most popular service, Zoom meetings,  
13 for both the iPhone and Android. Zoom provides software to access Zoom meetings on a desktop  
14 computer for both Windows and Mac operating systems. Further add-ons, add-ins, plugins, and  
15 extensions are available for Microsoft Office 360, Outlook, Gmail, Firefox, Chrome, and Safari.

16           13. Parties who host a Zoom meeting invite participants in one of two ways. First, a host  
17 may utilize a Zoom feature whereby Zoom will link to the host’s email account directly and provide  
18 a form email containing the URL for participants of the Zoom meeting to use, or by otherwise  
19 providing that URL for participants to enter into their web browser.

20           14. Alternatively, Zoom provides a telephone number and access code for participants who  
21 wish to call with a telephone as a voice-only participant.

22           15. Users who have a Zoom app on their computer or cellphone are directed to that app  
23 after clicking on the URL. User who do not have the Zoom app are directed to a Zoom webpage  
24 where the meeting is hosted. Voice-only telephone users participate in the meeting as one would with  
25 a normal telephone conference call, i.e., without employing any app or webpage.

26           16. In early 2020, usage of video conferencing increased even more dramatically in  
27 response to the coronavirus pandemic, and Zoom’s usage surged higher. As of the end of December  
28 2019, Zoom had a maximum number of 10 million daily meeting participants, both free and paid. In

1 March 2020, Zoom reached more than 200 million daily meeting participants, both free and paid.

2 **II. ZOOM REPRESENTS THAT ITS SUBSCRIPTIONS CAN BE CANCELLED**  
3 **VIA ONLINE WEB PORTAL OR EMAIL.**

4 17. There are several ways to cancel a paid zoom membership. One of those ways is via  
5 Zoom’s web portal. Ex. A. From there, users click on “Account Management”, then “Billing”. *Id.*  
6 Under the “Current Plans” tab, users are given the option to cancel the subscription. *Id.* From there,  
7 subscribers must again confirm that they want to cancel their subscription via a large orange button.  
8 Then consumers are asked why they would like to cancel the subscription before submitting the  
9 cancellation.

10 18. Subscribers that purchased a subscription via a direct sales quote can cancel their  
11 subscription at the end of the subscription term indicated on their quote by reaching out to their  
12 Account Executive or renewals@zoom.us. *Id.*

13 19. Subscribers that are members on a larger account that do not have access to a Billing  
14 page are instructed to contact the owner of their account. *Id.*

15 **III. ZOOM FAILED TO HONOR PLAINTIFF’S REQUEST TO CANCEL HER**  
16 **SUBSCRIPTION.**

17 20. Defendant routinely fails to cancel paid Zoom subscriptions despite its promise to do  
18 so. Plaintiff’s experience is informative.

19 21. In May of 2022, Plaintiff purchased a Standard Pro monthly subscription in addition  
20 to a Zoom Whiteboard subscription.

21 22. In June 2022, Plaintiff cancelled her two Zoom memberships via Zoom’s online web  
22 portal.

23 23. Despite cancelling her subscription, Plaintiff found that Zoom had not honored her  
24 cancellation request and was billed for another month.

25 **IV. ONLINE CONSUMER COMPLAINTS CONFIRM ZOOM’S DECEPTIVE**  
26 **CANCELLATION PRACTICES.**

27 24. Defendant is well aware that its membership cancellation scheme deceives consumers.  
28 Hundreds of Zoom paid subscribers have complained of Defendant’s failure to honor consumer

1 cancellations. The following online consumer complaints are indicative of a broader problem:

2  
3 I've been charged for a subscription that I cancelled. When go into my Zoom  
Account, it says that it's not active.<sup>1</sup>

4  
5 Lot of people have the same issue. Me too. Zoom makes it difficult to cancel, and are  
deceitful in their process. The system told me I only had a free subscription and that  
6 would not be charged. I also looked to see if Zoom had any billing/card info from me,  
and it did not show. But today ... I get a bill for \$159 for my annual renewal.<sup>2</sup>

7 I also cancelled and have just received an invoice followed by a reminder.<sup>3</sup>

8 I just cancelled after several months of not using the (dis) service, not being able to  
cancel after following instructions provided, using the robot/chat function, trying to  
9 reach them by telephone. (Closed on weekends). Worst service I have ever had the  
misfortune if using. Never been so frustrated. BUT I received the cancellation email,  
10 now might have to beat back their attempts to keep charging me.<sup>4</sup>

11 I have twice cancelled my subscription, in August and September, twice filling in the  
form to say why, yet I have twice been automatically charged. How can I get my  
12 money back and how can I cancel all future attempts by Zoom to continue charging  
me ? Needless to say, I am so angry that I will no way be using Zoom in the future.<sup>5</sup>

13 This same thing has happened to me. I canceled in December and January but each  
14 time I logged in, it would show as active again and I was still charged the next month.  
Today I was charged again for February and I again logged in and canceled. Today I  
15 called customer service and they said they will send me a confirmation email for the  
cancelling. We will see. Very unhappy about this.<sup>6</sup>

16 Literally use any other video conferencing platform as this company steals your  
17 money. I cancelled my suscription multiple times yet each month Zoom still takes  
money from my account. I contacted them to cancel my subscription and they closed  
18 my ticket and took money from me again. I contacted their customer service team  
again asking for them to cancel my subscription and refund me. They keep replying  
19 by asking if I want to cancel my subscription for which I've replied I do multiple  
times now, demanded that they stop ripping me off immediately, and have asked a  
20 manager get in touch to discuss all the issues I'm having. They still haven't done  
any of it, though my account now claims I won't have money taken again next  
21 month. They're also refusing to refund me for the 5 months' subscription they  
illegally took from my account.<sup>7</sup>

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22  
23  
24 <sup>1</sup> <https://community.zoom.com/t5/Billing-Account-Management/I-cancelled-my-subscription-but-in-still-being-charged/td-p/52504> (last accessed August 26, 2023)

25 <sup>2</sup> *Id.*

26 <sup>3</sup> *Id.*

27 <sup>4</sup> *Id.*

28 <sup>5</sup> <https://community.zoom.com/t5/Billing-Account-Management/Cancelling-subscription/m-p/9252>  
(last accessed August 26, 2023)

<sup>6</sup> *Id.*

<sup>7</sup> <https://www.trustpilot.com/review/zoom.us> (last accessed August 26, 2023)

1 I've been trying to cancel my zoom subscription for two months. Despite the  
2 information telling me I can cancel online there is no link to the Billing section on  
3 my account. I had to go through my bank and cancel the payment. Despite emailing  
4 four times I've had no response whatsoever<sup>8</sup>

4 I have been trying to cancel my zoom subscription for MONTHS but I am still being  
5 charged by Zoom. This is the WORST online scam EVER. The system shows me  
6 as a BASIC free user but I am being billed since February 2022. I have tried to  
7 cancel my account 5-6 times without success. No one is replying to my calls or  
8 emails. SHAME ON YOU ZOOM.<sup>9</sup>

6 I CANCELLED MY MEMBERSHIP SEVERAL TIMES AND THE KEEP  
7 WITHDRAWING MONEY FROM MY ACCOUNT! I WROTE TO THEM, I  
8 FOLLOWED THEIR GUIDE, BUT THEIR SYSTEMS MAKES IT IMOSSIBLE  
9 TO UNSUBSCRIBE, THEY WONT ANSWER ANY OG MY MESSAGE!!!  
F\*\*\*\*\* SCAAAAMM!!!!!!! KEEP AWAY FROM THEM!!!!!!<sup>10</sup>

10 25. These reviews are merely a sampling of the negative comments consumers have left  
11 about Defendant's deceptive cancellation policies and practices.

12 **CLASS ALLEGATIONS**

13 26. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant  
14 to Rule 23 of the Federal Rules of Civil Procedure.

15 27. The proposed classes ("Classes") are defined as follows:

16 The Cancellation Class: All persons in the United States who, within the applicable  
17 statute of limitations period, cancelled their Zoom paid subscription but were  
18 subsequently charged by Defendant ("Cancellation Class").

19 28. Plaintiff also brings her claims on behalf of a Florida subclass.

20 29. Excluded from the Classes are (i) Defendant and Defendant's subsidiaries and  
21 affiliates; (ii) Defendant's officers, directors, and employees; (iii) entities in which Defendant has a  
22 controlling interest; (iv) the judicial officer(s) to whom this action is assigned; and (v) the immediate  
23 family members, legal representatives, heirs, successors, or assigns of any party excluded under (i)–  
24 (iv).

25  
26 \_\_\_\_\_

27 <sup>8</sup> *Id.*

28 <sup>9</sup> *Id.*

<sup>10</sup> *Id.*

1           30. Plaintiff reserves the right to modify or amend the definition of the proposed Class  
2 and to add subclasses before this Court determines whether certification is appropriate.

3           31. This action satisfies the numerosity, commonality, typicality, adequacy, predominance,  
4 and superiority requirements of Rule 23.

5           32. As to numerosity: The parties are numerous such that joinder is impracticable. Upon  
6 information and belief, and subject to class discovery, the Class consists of thousands of members or  
7 more, the identity of whom are within the exclusive knowledge of and can be ascertained only by  
8 resort to Zoom's records. Zoom has the administrative capability through its computer systems and  
9 other records to identify all members of the Class, and such specific information is not otherwise  
10 available to Plaintiff.

11           33. As to commonality: The questions here are ones of common or general interest such  
12 that there is a well-defined community of interest among Class members. These questions  
13 predominate over questions that may affect only individual class members because Zoom has acted  
14 on grounds generally applicable to the class. Such common legal or factual questions include, but are  
15 not limited to: (i) whether Defendant engaged in the conduct alleged herein; (ii) whether Defendant's  
16 conduct was deceptive, (iii) whether Defendant's conduct caused class members harm; (iv) whether  
17 Defendant's conduct violated state consumer protection laws; (v) the appropriate measure of  
18 damages; and (vi) whether Plaintiff and the class are entitled to declaratory relief, injunctive relief,  
19 restitution, or a combination of these.

20           34. As to typicality: Plaintiff's claims are typical of the claims of the other members of the  
21 Class in that they arise out of the same wrongful business practices by Zoom, as described herein.  
22 The evidence and the legal theories regarding Defendant's alleged wrongful conduct committed  
23 against Plaintiff and absent Class members are substantially the same because the challenged practices  
24 are uniform for Plaintiff and Class members. Accordingly, in pursuing their own self-interest in  
25 litigating the claims, Plaintiff will also serve the interests of the Class.

26           35. As to adequacy: Each Plaintiff is a more than adequate representative of the Class  
27 pursuant to Rule 23 in that each Plaintiff is a Zoom owner and has suffered damages as a result of  
28 Zoom's deceptive practices. Additionally, (i) Plaintiff are committed to the vigorous prosecution of

1 this action on behalf of herself and all others similarly situated; (ii) Plaintiff have retained competent  
2 counsel experienced in the prosecution of class actions; (iii) there is no conflict of interest between  
3 Plaintiff and the unnamed members of the Class; (iv) Plaintiff anticipate no difficulty in the  
4 management of this litigation as a class action; and (v) Plaintiff' legal counsel has the financial and  
5 legal resources to meet the substantial costs and address the legal issues associated with this type of  
6 litigation.

7 36. As to predominance: The matter is properly maintained as a class action under Rule  
8 23 because the common questions of law and fact identified herein and to be identified through  
9 discovery predominate over questions that may affect only individual Class members.

10 37. As to superiority: A class action is superior to all other available methods for the fair  
11 and efficient adjudication of this matter pursuant to Rule 23 because the injuries suffered by the  
12 individual Class members are relatively small. As such, the expense and burden of individual  
13 litigation would make it virtually impossible for Plaintiff and Class members to individually seek  
14 redress for Defendant's wrongful conduct.

15 38. Additionally, the class is numerous enough to render joinder of all members or the  
16 maintenance of separate suits impracticable. Even if any individual person or group of Class members  
17 could afford individual litigation, it would be unduly burdensome to the courts in which the individual  
18 litigation would proceed. The class action device is preferable to individual litigation because it  
19 provides the benefits of unitary adjudication, economies of scale, and comprehensive resolution by a  
20 single court. Further, the difficulties likely to be encountered in the management of this action as a  
21 class action are minimal.

22 39. In contrast, the prosecution of separate actions by individual Class members would  
23 create a risk of inconsistent or varying adjudications with respect to individual Class members that  
24 would establish incompatible standards of conduct for the party or parties opposing the Class and  
25 would lead to repetitious trials of many common questions of law and fact.

26 40. Plaintiff knows of no difficulty to be encountered in the management or maintenance  
27 of this action that would preclude its maintenance as a class action. But absent a class action, Plaintiff  
28 and Class members will continue to suffer losses, thereby allowing Defendant's violations of law to



1 proceed without remedy and allowing Defendant to retain the proceeds of their ill-gotten gains.

2 41. For all these reasons, a class action is superior to other available methods for the fair  
3 and efficient adjudication of this action.

4 42. As stated above, Zoom has acted or refused to act on grounds generally applicable to  
5 the class, thereby making appropriate corresponding declaratory relief with respect to the Class as a  
6 whole.

7 43. All conditions precedent to bringing this action have been satisfied, waived, or both.

8 **CLAIMS FOR RELIEF**

9 **FIRST CLAIM FOR RELIEF**  
10 **Violation of California’s Unfair Competition Law**  
11 **(Cal. Bus. & Prof. Code § 17200, et seq.)**  
12 **(On Behalf of Plaintiff and the Class)**

13 44. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully restated  
14 here.

15 45. California law applies to the class because California has a significant interest in  
16 regulating the conduct of businesses operating within its borders. Moreover, the principal place of  
17 business of Zoom is in California, which constitutes the “nerve center” of its business activities—the  
18 place where its high-level officers direct, control, and coordinate the corporation’s activities,  
19 including decisions related to cancellation policies.

20 46. Zoom’s conduct described herein violates the Unfair Competition Law (“UCL”),  
21 codified at California Business and Professions Code section 17200, *et seq.*

22 47. The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose is  
23 to protect both consumers and competitors by promoting fair competition in commercial markets for  
24 goods and services. In service of that purpose, the Legislature framed the UCL’s substantive  
25 provisions in broad, sweeping language.

26 48. The UCL imposes strict liability. Plaintiff need not prove that Zoom intentionally or  
27 negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices  
28 occurred.

29 49. A business act or practice is “unfair” under the UCL if it offends an established public

1 policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,  
2 and that unfairness is determined by weighing the reasons, justifications, and motives of the practice  
3 against the gravity of the harm to the alleged victims.

4 50. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
5 members of the public.

6 51. A business act or practice is “unlawful” under the UCL if it violates any other law or  
7 regulation.

8 52. Zoom committed unfair and fraudulent business acts and practices in violation of Cal.  
9 Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting that subscribers  
10 that cancel their subscription will not be subsequently charged, as described herein.

11 53. Zoom also committed unlawful business acts and practices as defined by the UCL by  
12 violating multiple portions of California’s Automatic Renewal Law (“ARL”), specifically Cal. Bus.  
13 & Prof. Code §§ 17601(b) which required Defendant to describe the cancellation policy that applies  
14 to Zoom’s offer, and failing to abide by that cancellation policy. Zoom also violated section  
15 17602(d)(1) of the ARL which provides “a business that allows a consumer to accept an automatic  
16 renewal or continuous service offer online shall allow a consumer to terminate the automatic renewal  
17 or continuous service exclusively online, at will, and without engaging any further steps that obstruct  
18 or delay the consumer's ability to terminate the automatic renewal or continuous service  
19 immediately.”

20 54. Defendant’s acts and practices offend an established public policy of truthful  
21 advertising in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous  
22 activities that are substantially injurious to consumers.

23 55. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices.  
24 There were reasonably available alternatives to further Defendant’s legitimate business interests,  
25 other than the misleading and deceptive conduct described herein.

26 56. Defendant’s conduct also constitutes an “unlawful” act under the UCL because, as  
27 detailed in Plaintiff’ Second Claim for Relief below, it also constitutes a violation of sections  
28 1770(a)(5) and (a)(9) of the California Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code

1 section 1750, *et seq.*, as set forth more fully below.

2 57. Zoom’s business practices have misled Plaintiff and the proposed Class and, unless  
3 enjoined, will continue to mislead them in the future.

4 58. Plaintiff relied on Defendant’s misrepresentations in choosing to purchase a Zoom  
5 subscription.

6 59. By falsely marketing its cancellation practices, Zoom deceived Plaintiff and Class  
7 members into making purchases they otherwise would not make.

8 60. As a direct and proximate result of Zoom’s unfair, fraudulent, and unlawful practices,  
9 Plaintiff and Class members suffered and will continue to suffer actual damages. Defendant’s  
10 fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and Class members that  
11 they will be deceived. Plaintiff desire to conduct further business with Zoom but cannot rely on  
12 Zoom’s representations unless an injunction is issued.

13 61. As a result of its unfair, fraudulent, and unlawful conduct, Zoom has been unjustly  
14 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and  
15 Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

16 62. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff and the  
17 members of the Class, on behalf of the general public, seek an order of this Court enjoining Defendant  
18 from continuing to engage, use, or employ their unfair, unlawful, and fraudulent practices.

19 63. Plaintiff has no adequate remedy at law in part because Zoom’s conduct is continuing.  
20 Plaintiff therefore seek an injunction on behalf of the general public to prevent Zoom from continuing  
21 to engage in the deceptive and misleading practices described herein.

22  
23 **SECOND CLAIM FOR RELIEF**  
**Violation of California’s Consumer Legal Remedies Act (“CLRA”)**  
**(Cal. Civ. Code § 1750, et seq.)**  
24 **(On behalf of Plaintiff and the Class)**

25 64. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully restated  
26 here.

27 65. California law applies to the class because California has a significant interest in  
28 regulating the conduct of businesses operating within its borders. Moreover, the principal place of

1 business of Zoom is in California, which constitutes the “nerve center” of its business activities—the  
2 place where its high-level officers direct, control, and coordinate the corporation’s activities,  
3 including decisions related to cancellation policies.

4 66. This cause of action is brought pursuant to the Consumer Legal Remedies Act  
5 (“CLRA”), California Civil Code section 1750, *et seq.* Plaintiff and each member of the proposed  
6 Class are “consumers” as defined by California Civil Code section 1761(d).

7 67. Defendant’s sale of video conferencing services to consumers were “transactions”  
8 within the meaning of California Civil Code section 1761(e).

9 68. The Zoom subscriptions purchased by Plaintiff and the Class are “goods” within the  
10 meaning of California Civil Code section 1761(a).

11 69. Defendant violated and continues to violate the CLRA by engaging in the following  
12 practices proscribed by California Civil Code section 1770(a) in transactions with Plaintiff and the  
13 Class which were intended to result in and did result in the sale of Zoom subscriptions: (i)  
14 “[r]epresenting that goods or services have . . . characteristics . . . that they do not have,” Cal. Civ.  
15 Code § 1770(a)(5); “[a]dvertising goods or services with intent not to sell them as advertised,” Cal.  
16 Civ. Code § 1770(a)(9).

17 70. Specifically, as alleged herein, Zoom has misrepresented and continues to  
18 misrepresent that consumers who follow its instructions for cancelling their subscriptions will indeed  
19 have their subscriptions cancelled.

20 71. Zoom has directed and does direct these misrepresentations at consumers before  
21 purchase through marketing communications.

22 72. Zoom has directed and does direct these misrepresentations at consumers after  
23 purchase of Zoom subscriptions when consumers desire to cancel Zoom subscriptions.

24 73. At no time does Zoom disclose its true cancellation practices, it repeatedly conceals  
25 and misrepresents this material information.

26 74. Zoom continues to violate the CLRA and continues to injure the public by misleading  
27 consumers about its cancellation policies. Accordingly, Plaintiff seeks injunctive relief on behalf of  
28 the general public to prevent Zoom from continuing to engage in these deceptive and illegal practices.

1 Otherwise, Plaintiff, the Class members, and members of the general public may be irreparably  
2 harmed or denied an effective and complete remedy if such an order is not granted.

3 75. In accordance with California Civil Code section 1780(a), Plaintiff and the Class  
4 members seek injunctive and equitable relief on behalf of the general public for violations of the  
5 CLRA, including restitution and disgorgement.

6 76. Pursuant to section 1782(a) of the CLRA, Plaintiff’s counsel notified Defendant in  
7 writing by certified mail of the particular violations of section 1770 of the CLRA and demanded that  
8 it both rectify the problems associated with the actions detailed above and give notice to all affected  
9 consumers of Defendant’s intent to act. If Defendant fails to respond to Plaintiff’s letter or fails to  
10 agree to rectify the problems associated with the actions detailed above and give notice to all affected  
11 consumers within thirty days of the date of written notice, as proscribed by section 1782, Plaintiff  
12 will move to amend his Complaint to pursue claims for actual, punitive, and statutory damages, as  
13 appropriate, against Defendant. However, as to this cause of action, at this time, Plaintiff seek only  
14 injunctive relief.

15  
16 **THIRD CLAIM FOR RELIEF**  
**False and Misleading Advertising**  
**(Bus. & Prof. Code §§ 17500, et seq.)**  
**(On Behalf of Plaintiff and the Class)**  
17

18 77. Plaintiff hereby incorporates by reference the preceding paragraphs if fully restated  
19 here.

20 78. California law applies to the class because California has a significant interest in  
21 regulating the conduct of businesses operating within its borders. Moreover, the principal place of  
22 business of Zoom is in California, which constitutes the “nerve center” of its business activities—the  
23 place where its high-level officers direct, control, and coordinate the corporation’s activities,  
24 including decisions related to cancellation policies.

25 79. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code section 17500,  
26 states that “[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal  
27 property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate  
28 or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper

1 or other publication, or any advertising device, or by public outcry or proclamation, or in any other  
2 manner or means whatever, including over the Internet, any statement . . . which is untrue or  
3 misleading and which is known, or which by the exercise of reasonable care should be known, to be  
4 untrue or misleading . . . .”

5 80. Defendant’s material misrepresentations and omissions alleged herein violate  
6 Business and Professions Code section 17500.

7 81. Defendant knew or should have known that its misrepresentations and omissions were  
8 false, deceptive, and misleading.

9 82. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiff and  
10 the members of the Class, on behalf of the general public, seek an order of this Court enjoining  
11 Defendant from continuing to engage, use, or employ their deceptive practices.

12 83. Further, Plaintiff requests an order awarding Plaintiff and class members restitution of  
13 the money wrongfully acquired by Defendant by means of said misrepresentations.

14 84. Additionally, Plaintiff and the Class members seek an order requiring Defendant to  
15 pay attorneys’ fees pursuant to California Civil Code section 1021.5.

16  
17 **FOURTH CLAIM FOR RELIEF**  
**UNJUST ENRICHMENT**  
18 **(On Behalf of Plaintiff and the Classes)**

19 85. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully set forth  
20 herein.

21 86. Plaintiff, individually and on behalf of the Classes, asserts a common law claim for  
22 unjust enrichment. This claim is brought solely in the alternative to Plaintiff’s statutory claims. In  
23 such circumstances, unjust enrichment will dictate that Defendant disgorge all improperly assessed  
24 fees. Also, if claims are deemed not to be covered by the contract—for example, if Defendant has  
25 violated state and federal law, but in such a way that it does not violate the contract, then unjust  
26 enrichment will require disgorgement of all improperly assessed subscription fees.

27 87. By means of Defendant’s wrongful conduct alleged herein, Defendant knowingly  
28 assessed subscription fees upon Plaintiff and the members of the Classes that cancelled their

1 subscriptions that are unfair, unconscionable, and oppressive.

2 88. Defendant has unjustly retained a benefit in the form of improper membership fees to  
3 the detriment of Plaintiff and the members of the Classes.

4 89. Defendant has retained this benefit through its fee maximization scheme, and such  
5 retention violates fundamental principles of justice, equity, and good conscience.

6 90. Defendant should not be allowed to profit or enrich itself inequitably and unjustly at  
7 the expense of Plaintiff and the members of the Class and should be required to make restitution to  
8 Plaintiff and the members of the Classes.

9  
10 **FIFTH CLAIM FOR RELIEF**  
**VIOLATION OF THE FLORIDA AUTOMATIC RENEWAL LAW**  
11 **(Fla. Stat. § 501.165)**  
**(On Behalf of the Florida Subclass)**

12 91. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully set forth  
13 herein.

14 92. Plaintiff brings this cause of action in the alternative, in the event the Court declines  
15 to apply California law to the nationwide class.

16 93. Florida's Automatic Renewal Statute, Fla. Stat. § 501.65 provides "A seller that sells  
17 or offers to sell any service to a consumer pursuant to a service contract the term of which is a  
18 specified period of 12 months or more and that automatically renews for a specified period of more  
19 than 1 month, unless the consumer cancels the contract, shall provide the consumer with written or  
20 electronic notification of the automatic renewal provision. Notification shall be provided to the  
21 consumer no less than 30 days or no more than 60 days before the cancellation deadline pursuant to  
22 the automatic renewal provision. Such notification shall disclose clearly and conspicuously (1) That  
23 unless the consumer cancels the contract the contract will automatically renew; (2) Methods by which  
24 the consumer may obtain details of the automatic renewal provision and cancellation procedure,  
25 whether by contacting the seller at a specified telephone number or address, by referring to the  
26 contract, or by any other method.

27 94. Plaintiff and class members are Consumers within the meaning of Fla. Stat. § 501.65.

28 95. Defendant is a Seller within the meaning of Fla. Stat. § 501.65.

1 96. Defendant has failed to properly identify the methods by which Plaintiff and Class  
2 members can cancel their subscriptions, as described herein, and has failed to cancel their  
3 subscriptions.

4 97. Defendant's violation of the Fla. Stat. § 501.65 harmed Plaintiff and Class members.

5  
6 **SIXTH CLAIM FOR RELIEF**  
7 **VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
8 **("FDUTPA"), (Fla. Stat. § 501.201, et seq.)**  
9 **(On Behalf of the Florida Subclass)**

10 98. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully set forth  
11 herein.

12 99. This cause of action is brought under Florida's Deceptive and Unfair Trade Practices Act  
13 § 501.201, *et seq.*

14 100. The stated purpose of the FDUTPA is to "protect the consuming public ... from those who  
15 engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the  
16 conduct of any trade or commerce." Fla. Stat. § 501.202(2).

17 101. Plaintiff and members of the Florida Subclass are "consumers" as defined by Fla. Stat. §  
18 501.203(7).

19 102. Defendant engaged in "trade or commerce" as defined by Fla. Stat. § 501.203(8) by  
20 providing videoconferencing services.

21 103. Defendant committed deceptive acts and practices in violation of the FDUTPA by  
22 affirmatively and knowingly misrepresenting, on its website and marketing materials, its cancellation  
23 procedures.

24 104. Defendant's actions regarding its cancellation process, as described herein, are deceptive  
25 acts or practices in the conduct of business, trade, or commerce of goods.

26 105. Fla. Stat. § 501.211(2) provides that any action brought by a person who has suffered a  
27 loss as a result of a violation of this part, such person may recover actual damages, plus attorney's fees  
28 and court costs as provided in s. 501.2105.

106. Defendant intentionally and knowingly engaged in these unlawful practices. Defendant  
intentionally misled Plaintiff and other class members into signing up for its cancellation process.





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**DEMAND FOR JURY TRIAL**

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: October 16, 2023

**KALIELGOLD PLLC**

*By/s/ Jeffrey D. Kalief* \_\_\_\_\_  
Jeffrey D. Kalief  
Sophia Goren Gold

*Attorneys for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

Table with columns for PTF and DEF for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE

SIGNATURE OF ATTORNEY OF RECORD

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.