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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 JEREMY SCOTT, individually and on) Case No. 5:25-cv-638
13 behalf of all others similarly situated,)

14 Plaintiff,)

15 vs.)

16)
17 DISNEY PLATFORM)
18 DISTRIBUTION, INC., and DOES 1-)
19 10,)

20 Defendant(s).)
21)
22)
23)
24)

CLASS ACTION COMPLAINT

- 1. Violations of Electronic Funds Transfer Act, 15 U.S.C. §1693 *et seq.*;
- 2. Violations of California Business and Professions Code § 17200, *et seq.*;
- 3. Violations of California Business and Professions code § 17600, *et seq.*

25 Plaintiff JEREMY SCOTT (“Plaintiff”), on behalf of himself and all others
26 similarly situated, allege the following against Defendant DISNEY PLATFORM
27 DISTRIBUTION, INC. (“Defendant”), upon information and belief based upon
28 personal knowledge:

1 **INTRODUCTION**

2 1. Plaintiff’s Class Action Complaint is brought pursuant to the
3 Electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq. (“EFTA”) and the
4 California Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600,
5 et seq. (“CAPRS”).

6 2. Plaintiff, individually, and on behalf of all others similarly situated,
7 bring this Complaint for damages, injunctive relief, and any other available legal
8 or equitable remedies, resulting from the illegal actions of Defendant debiting
9 Plaintiff’s and also the putative Class members’ bank accounts on a recurring basis
10 after such consumers request to cancel their subscriptions, thereby violating
11 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of
12 Regulation E, 12 C.F.R. § 205.10(b). Additionally, Defendant fails to provide a
13 reasonable and accessible method for consumers to cancel their subscriptions,
14 thereby violating Cal. Bus. & Prof. Code § 17600 *et. seq.*

15 3. Plaintiff alleges as follows upon personal knowledge as to himself and
16 their own acts and experiences, and, as to all other matters, upon information and
17 belief, including investigation conducted by their attorneys.

18 **JURISDICTION AND VENUE**

19 4. This Court has jurisdiction over this matter in that Defendant
20 maintains its principal place of business in Burbank, California.

21 5. Venue in this Court is proper because Defendant maintains its
22 principal place of business within this judicial district.

23 **PARTIES**

24 6. Plaintiff, DIJON RANSOM (“Plaintiff”), is a natural person residing
25 in Riverside County in the state of California, and is a “consumer” as defined by
26 15 U.S.C. §1693a(6) and a “person” as defined by Cal. Bus. & Prof. Code § 17201.

27 7. At all relevant times herein, Defendant, DISNEY PLATFORM
28

1 DISTRIBUTION, INC. (“Defendant”), was a Delaware company with its principal
2 place of business in Burbank, California, engaged in the business of selling
3 subscription-based video streaming services.

4 8. The above named Defendant, and its subsidiaries and agents, are
5 collectively referred to as “Defendants.” The true names and capacities of the
6 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are
7 currently unknown to Plaintiffs, who therefore sues such Defendants by fictitious
8 names. Each of the Defendants designated herein as a DOE is legally responsible
9 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend
10 the Complaint to reflect the true names and capacities of the DOE Defendants
11 when such identities become known.

12 9. Plaintiff is informed and believe that at all relevant times, each and
13 every Defendant was acting as an agent and/or employee of each of the other
14 Defendants and was acting within the course and scope of said agency and/or
15 employment with the full knowledge and consent of each of the other Defendants.
16 Plaintiff is informed and believe that each of the acts and/or omissions complained
17 of herein was made known to, and ratified by, each of the other Defendants.

18
19 **FACTUAL ALLEGATIONS**

20 10. Beginning in or around 2022, Plaintiff signed up for a recurring
21 subscription with Defendant through Defendant’s website.

22 11. Under the terms of this subscription plan, Defendant charged
23 Plaintiff’s Cash App debit card approximately \$10.99 each month.

24 12. Then, in or around May of 2023, Plaintiff cancelled his membership
25 with Defendant.

26 13. However, unbeknownst to Plaintiff, Defendant continued to charge his
27 Cash App debit card each month until around November of 2023. Moreover, in
28 October of 2023, Defendant increased the amount it was charging Plaintiff’s Cash

1 App card to \$13.99. Defendant charged Plaintiff’s Cash App card \$13.99 twice,
2 despite the fact that Plaintiff had cancelled his membership months earlier.

3 14. Additionally, Defendant charged Plaintiff’s Bank of America debit
4 card — a completely different card than Plaintiff had supplied to Defendant when
5 he created his account — \$9.99 per month beginning in or around May of 2023.
6 Defendant continued to charge this card until Plaintiff cancelled his Bank of
7 America debit card and replaced the card in November of 2024. Plaintiff never
8 gave Defendant his Bank of America debit card information.

9 15. In or around December of 2024, Plaintiff called Defendant’s customer
10 service department to find out why he was still being charged, and why Defendant
11 was charging a debit card he had never provided it.

12 16. On this phone call, Defendant’s customer service representative could
13 not locate any charges or accounts associated with Plaintiff’s Bank of America
14 debit card.

15 17. Yet, Plaintiff has been charged \$9.99 each month since May of 2023
16 to his Bank of America debit card.

17 18. Defendant was unable and/or refused to stop charging Plaintiff’s Bank
18 of America debit card, despite Plaintiff’s requests that it cease charging him. In
19 November of 2024, Plaintiff placed a stop payment on his Bank of America debit
20 card for the \$9.99 charge from Defendant. The following month, Defendant
21 charged the Bank of America debit card \$10.99.

22 19. Plaintiff alleges such activity to be in violation of the Electronic Funds
23 Transfer Act, 15 U.S.C. 1693 et seq. (“EFTA”), and its surrounding regulations,
24 including, but not limited to, 12 C.F.R. §§1005.7, 1005.8, and 1005.9.

25 20. Plaintiff alleges such activity to be in violation of California’s
26 Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq.
27 (“CAPRS”), and its surrounding regulations.
28

1 21. At all times relevant, Defendant made and continues to make
2 automatic renewal offers and continuous service offers, as those terms are defined
3 by Cal. Bus. & Prof. Code § 17600, et seq. (“California’s Automatic Purchase
4 Renewal Statute”) to Plaintiff and other consumers similarly situated.

5 22. Defendant failed to present Defendant’s automatic renewal offer terms
6 or continuous service offer terms in a clear and conspicuous manner, as defined by
7 California’s Automatic Purchase Renewal Statute, before the subscription or
8 purchasing agreement was fulfilled, and in visual or temporal proximity to
9 Defendant’s request for consent to the offer.

10 23. Defendant charged Plaintiff for an automatic renewal offer without
11 first obtaining Plaintiff’s affirmative consent to the agreement containing the
12 automatic renewal offer terms or continuous service offer terms.

13 24. Further, Defendant never provided Plaintiff with information
14 regarding how to cancel in a manner that was capable of being retained by Plaintiff.
15 Defendant has refused to honor Plaintiff’s requests that it stop charging him.
16

17 25. On information and belief, Plaintiff alleges that Defendant’s policy
18 and practice is to engage in illegal and deceptive billing practices to unfairly
19 surprise consumers with numerous recurring transactions.

20 26. The material circumstances surrounding this experience by Plaintiff
21 were the same, or nearly the same, as the other class members Plaintiff proposes to
22 represent, and Plaintiff and all putative class members were required to pay, and
23 did pay, money for the services marketed and sold by Defendant.

24 **CLASS ACTION ALLEGATIONS**

25 27. Plaintiff brings this action on behalf of himself and all others similarly
26 situated, as a member of two proposed classes (jointly “The Classes”). The first
27 Class (hereafter “The EFTA Class”) defined as follows:
28

1 All persons in the United States whose bank accounts
2 were debited on a reoccurring basis by Defendant
3 without obtaining a written authorization signed or
4 similarly authenticated for preauthorized electronic fund
5 transfers within the one year prior to the filing of this
6 Complaint.

7 28. The second Class (hereafter “the CAPRS Class”) is defined as
8 follows:

9 All persons in California who were charged on a
10 reoccurring basis by Defendant without Defendant
11 providing clear and conspicuous notice of the recurring
12 charges, including information on how to cancel
13 Defendant’s services within the four years prior to the
14 filing of this Complaint.

15 29. Plaintiff represents, and is a member of The EFTA Class, consisting
16 of all persons within the United States whose bank account was debited on a
17 recurring basis by Defendant without Defendant obtaining a written authorization
18 signed or similarly authenticated for preauthorized electronic fund transfers within
19 the one year prior to the filing of this Complaint.

20 30. Plaintiff represents, and is a member of The CAPRS Class, consisting
21 of all persons in California whose bank accounts were debited on a reoccurring
22 basis by Defendant without Defendant providing clear and conspicuous notice of
23 the charges, including information on how to cancel Defendant’s services within
24 the four years prior to the filing of this Complaint.

25 31. Defendant, its employees and agents are excluded from The Classes.
26 Plaintiff does not know the number of members in The Classes, but believe the
27 Classes members number in the thousands, if not more. Thus, this matter should
28 be certified as a Class Action to assist in the expeditious litigation of the matter.

32. The Classes are so numerous that the individual joinder of all of their
members is impractical. While the exact number and identities of The Classes

1 members are unknown to Plaintiff at this time and can only be ascertained through
2 appropriate discovery, Plaintiff is informed and believe and thereon allege that The
3 Classes includes thousands of members. Plaintiff alleges that The Classes
4 members may be ascertained by the records maintained by Defendant.

5 33. This suit is properly maintainable as a class action because the Classes
6 are so numerous that joinder of the Classes members is impractical and the
7 disposition of their claims in the class action will provide substantial benefits both
8 to the parties and to the Court.

9 34. There are questions of law and fact common to the EFTA Class
10 affecting the parties to be represented. The questions of law and fact to the EFTA
11 Class predominate over questions which may affect individual EFTA Class
12 members and include, but are not necessarily limited to, the following:

- 13 a. The members of the EFTA Class were not provided with, nor
14 did they execute, written agreements memorializing the
15 automatic or recurring electronic payments.
- 16 b. Defendant did not request, nor did it provide, EFTA Class
17 members with written agreements memorializing the
18 automatic or recurring electronic payments.
- 19 c. The members of the EFTA Class did not provide either a
20 written (“wet”) or otherwise electronic signature authorizing
21 the automatic or recurring electronic payments.
- 22 d. Despite not providing written or electronic authorization for
23 payments to be drawn from their accounts, Defendant took
24 unauthorized payments from EFTA Class members’
25 accounts.
26

27 35. There are questions of law and fact common to the CAPRS Class
28 affecting the parties to be represented. The questions of law and fact to the CAPRS

1 Class predominate over questions which may affect individual CAPRS Class
2 members and include, but are not necessarily limited to, the following:

- 3 a. Whether Defendant failed to clearly and conspicuously disclose
4 the terms of its auto-renewal charges prior to making such charges
5 to CAPRS Class members' cards;
- 6 b. Whether Defendant failed to obtain informed express consent for
7 such charges;
- 8 c. Whether Defendant failed to provide a simple method by which
9 CAPRS Class members could cancel their auto-withdrawals; and
- 10 d. Whether Defendant failed to provide information to Plaintiff and
11 CAPRS Class Members regarding how to cancel in a manner that
12 is capable of being retained by the consumer.

13
14 36. As a person whose bank account was debited on a reoccurring basis
15 by Defendant without Defendant obtaining a written authorization signed or
16 similarly authenticated for preauthorized electronic fund transfers, Plaintiff is
17 asserting claims that are typical of The Classes.

18 37. Plaintiff will fairly and adequately protect the interests of the members
19 of The Classes. Plaintiff has retained attorneys experienced in the prosecution of
20 class actions.

21 38. A class action is superior to other available methods of fair and
22 efficient adjudication of this controversy, since individual litigation of the claims
23 of all Classes members is impracticable. Even if every Classes member could
24 afford individual litigation, the court system could not. It would be unduly
25 burdensome to the courts in which individual litigation of numerous issues would
26 proceed. Individualized litigation would also present the potential for varying,
27 inconsistent, or contradictory judgments and would magnify the delay and expense
28 to all parties and to the court system resulting from multiple trials of the same

1 complex factual issues. By contrast, the conduct of this action as a class action
2 presents fewer management difficulties, conserves the resources of the parties and
3 of the court system, and protects the rights of each Member of the Classes.

4 39. The prosecution of separate actions by individual members of the
5 Classes would create a risk of adjudications with respect to them that would, as a
6 practical matter, be dispositive of the interests of the other Classes members not
7 parties to such adjudications or that would substantially impair or impede the ability
8 of such non-party Classes members to protect their interests.

9 40. Defendant has acted or refused to act in respects generally applicable
10 to The Classes, thereby making appropriate final and injunctive relief with regard
11 to the members of the Class as a whole.

12 **COUNT I:**
13 **VIOLATION OF ELECTRONIC FUNDS TRANSFER ACT**
14 **ON BEHALF OF THE EFTA CLASS**

15 41. Plaintiff reincorporates by reference all of the preceding paragraphs.

16 42. Section 907(a) of the EFTA, 15 U.S.C. §1693e(a), provides that a
17 “preauthorized electronic fund transfer from a consumer’s account may be
18 authorized by the consumer only in writing, and a copy of such authorization shall
19 be provided to the consumer when made.”

20 43. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the
21 term “preauthorized electronic fund transfer” means “an electronic fund transfer
22 authorized in advance to recur at substantially regular intervals.”

23 44. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that
24 “[p]reauthorized electronic fund transfers from a consumer’s account may be
25 authorized only by a writing signed or similarly authenticated by the consumer.
26 The person that obtains the authorization shall provide a copy to the consumer.”

27 45. Section 205.10(b) of the Federal Reserve Board's Official Staff
28

1 Commentary to Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he
2 authorization process should evidence the consumer’s identity and assent to the
3 authorization.” *Id.* at ¶10(b), comment 5. The Official Staff Commentary further
4 provides that “[a]n authorization is valid if it is readily identifiable as such and the
5 terms of the preauthorized transfer are clear and readily understandable.” *Id.* at
6 ¶10(b), comment 6.

7 46. Defendant debited Plaintiff’s and also the putative EFTA Class
8 members’ bank accounts on a recurring basis without obtaining a written
9 authorization signed or similarly authenticated for preauthorized electronic fund
10 transfers for the rates charged from Plaintiff’s and also the putative EFTA Class
11 members’ accounts, thereby violating Section 907(a) of the EFTA, 15 U.S.C. §
12 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

13 47. Defendant has debited Plaintiff’s and also the putative EFTA Class
14 members’ bank accounts on a recurring basis without providing a copy of a written
15 authorization signed or similarly authenticated by Plaintiff or the putative EFTA
16 Class members for preauthorized electronic fund transfers, thereby violating
17 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of
18 Regulation E, 12 C.F.R. § 205.10(b).

19
20 **COUNT II:**

21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17600**
22 **INDIVIDUALLY AND ON BEHALF OF THE CARPS CLASS**

23 48. Plaintiff incorporates by reference all of the above paragraphs of this
24 Complaint as though fully stated herein.

25 49. California Business & Professions Code § 17602 prohibits a defendant
26 from failing to present “the automatic renewal offer terms or continuous service
27 offer terms in a clear and conspicuous manner before the subscription or purchasing
28 agreement is fulfilled.”

1 50. Moreover, it is unlawful to “Charge the consumer’s credit or debit
2 card, or the consumer’s account with a third party, for an automatic renewal or
3 continuous service without first obtaining the consumer’s affirmative consent to
4 the agreement.”

5 51. By engaging in the conduct as described above, Defendant has
6 violated the prohibitions placed on business making automatic renewal offers by
7 California Business & Professions Code § 17602.

8 **COUNT III:**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200**
10 **INDIVIDUALLY AND ON BEHALF OF THE CAPRS CLASS**

11 52. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.

13 53. Actions for relief under the unfair competition law may be based on
14 any business act or practice that is within the broad definition of the UCL. Such
15 violations of the UCL occur as a result of unlawful, unfair or fraudulent business
16 acts and practices. A plaintiff is required to provide evidence of a causal
17 connection between a defendant's business practices and the alleged harm--that is,
18 evidence that the defendant's conduct caused or was likely to cause substantial
19 injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
20 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory
21 definition of unfair competition covers any single act of misconduct, as well as
22 ongoing misconduct.

23 **UNFAIR**

24 54. California Business & Professions Code § 17200 prohibits any
25 “unfair ... business act or practice.” Defendant’s acts, omissions,
26 misrepresentations, and practices as alleged herein also constitute “unfair” business
27 acts and practices within the meaning of the UCL in that its conduct is substantially
28

1 injurious to consumers, offends public policy, and is immoral, unethical,
2 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged
3 benefits attributable to such conduct. There were reasonably available alternatives
4 to further Defendant’s legitimate business interests, other than the conduct
5 described herein. Plaintiff reserves the right to allege further conduct which
6 constitutes other unfair business acts or practices. Such conduct is ongoing and
7 continues to this date.

8 55. In order to satisfy the “unfair” prong of the UCL, a consumer must
9 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing
10 benefits to consumers or competition; and, (3) is not one that consumers themselves
11 could reasonably have avoided.

12 56. Here, Defendant’s conduct has caused and continues to cause
13 substantial injury to Plaintiff and members of the CAPRS Class. Plaintiff and
14 members of the CAPRS Class have suffered injury in fact due to Defendant’s
15 charging auto-renewal charges without clearly and conspicuously disclosing such
16 charges or obtaining consent. Thus, Defendant’s conduct has caused substantial
17 injury to Plaintiff and the members of the CAPRS Class.

18 57. Moreover, Defendant’s conduct as alleged herein solely benefits
19 Defendant while providing no benefit of any kind to any consumer. Such deception
20 utilized by Defendant converted large sums of money from Plaintiff and CAPRS
21 Class members without clear and conspicuous notice or obtaining express informed
22 consent. This systematic scheme is tantamount to theft. Thus, the injury suffered
23 by Plaintiff and the members of the CAPRS Class is not outweighed by any
24 countervailing benefits to consumers.

25 58. Finally, the injury suffered by Plaintiff and members of the CAPRS
26 Class is not an injury that these consumers could reasonably have avoided.
27 Defendant misappropriated funds from Plaintiff and other consumers, and these
28

1 consumers suffered injury in fact due to Defendant’s unexpected autowithdrawals.
2 As such, Defendant took advantage of Defendant’s position of perceived power in
3 order to deceive Plaintiff and the CAPRS Class members. Therefore, the injury
4 suffered by Plaintiff and members of the CAPRS Class is not an injury which these
5 consumers could reasonably have avoided.

6 59. Thus, Defendant’s conduct has violated the “unfair” prong of
7 California Business & Professions Code § 17200.

8 **FRAUDULENT**

9 60. California Business & Professions Code § 17200 prohibits any
10 “fraudulent ... business act or practice.” In order to prevail under the “fraudulent”
11 prong of the UCL, a consumer must allege that the fraudulent business practice was
12 likely to deceive members of the public.

13 61. The test for “fraud” as contemplated by California Business and
14 Professions Code § 17200 is whether the public is likely to be deceived. Unlike
15 common law fraud, a § 17200 violation can be established even if no one was
16 actually deceived, relied upon the fraudulent practice, or sustained any damage.

17 62. Here, not only were Plaintiff and the CAPRS Class members likely to
18 be deceived, but these consumers were actually deceived by Defendant. Such
19 deception is evidenced by the fact that Defendant wrongfully obtained the sums of
20 money described herein from Plaintiff and CAPRS Class Members.

21 63. Plaintiff’s reliance is reasonable due to the unequal bargaining powers
22 of Defendant and Plaintiff. For the same reason, it is likely that Defendant’s
23 fraudulent business practice would deceive other members of the public.

24 64. Defendant’s practices is an unfair, unlawful and fraudulent bait and
25 switch scheme.

26 65. Thus, Defendant’s conduct has violated the “fraudulent” prong of
27 California Business & Professions Code § 17200.
28

1 **UNLAWFUL**

2 66. California Business and Professions Code Section 17200, et seq.
3 prohibits “any unlawful...business act or practice.”

4 67. As explained above, Defendant deceived Plaintiff and other Class
5 Members by deducting unauthorized sums from their accounts under a negative
6 option scheme.

7 68. As explained above, such conduct constitutes an unlawful act under
8 Cal. Bus. & Prof. Code § 17600, et seq., 15 U.S. Code § 8403, and EFTA.

9 69. Defendant’s acts are therefore an “unlawful” business practice or act
10 under Business and Professions Code Section 17200 et seq..

11 70. Defendant’s conduct caused and continues to cause economic harm to
12 Plaintiff and CAPRS Class Members.

13 **PUBLIC INJUNCTIVE RELIEF**

14 71. Plaintiff seeks public injunctive relief on behalf of the general public,
15 pursuant to the UCL.

16 72. Plaintiff alleges that Defendant’s practices described herein, namely
17 automatically charging consumers for monthly subscriptions without obtaining
18 consent first, is an ongoing practice affecting the general public at large.

19 73. More specifically, Plaintiff alleges that Defendant continues to charge
20 consumers for monthly subscriptions without first obtaining their consent, and after
21 they request to cancel, as evidence by the fact that Defendant refused to stop billing
22 Plaintiff’s Bank of America debit card.

23 74. Plaintiff thus seeks an injunction halting Defendant’s ongoing practice
24 of charging consumers for monthly subscriptions without obtaining consent.
25

26 **TRIAL BY JURY**

27 75. Pursuant to the seventh amendment to the Constitution of the United
28 States of America, Plaintiff is entitled to, and demands, a trial by jury.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, JEREMY SCOTT individually, and on behalf of
3 all others similarly situated, respectfully request judgment be entered against
4 Defendant, for the following:

- 5 e. That this action be certified as a class action on behalf of The
6 Classes and Plaintiff be appointed as the representative of The
7 Classes;
8 f. Statutory damages of \$1,000.00, per EFTA Class Member,
9 pursuant to the Electronic Fund Transfer Act, §916(a)(2)(A);
10 g. Actual damages;
11 h. Restitution of the funds improperly obtained by Defendant;
12 i. Public injunctive relief under the UCL to stop Defendant’s ongoing
13 violations of the law as described herein;
14 j. Any and all statutory enhanced damages;
15 k. All reasonable and necessary attorneys’ fees and costs provided by
16 statute, common law or the Court’s inherent power;
17 l. For prejudgment interest at the legal rate; and
18 m. Any other relief this Honorable Court deems appropriate.
19
20
21

22 Respectfully submitted this 11th Day of March, 2025.

23 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

24
25 By: /s/ Todd M. Friedman
26 Todd M. Friedman
27 Law Offices of Todd M. Friedman
28 Attorney for Plaintiff