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15 *Attorneys for Plaintiff and the Putative Class*

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 AARON RODRIGUEZ, individually
19 and on behalf of all others similarly
situated,

20 Plaintiff,

21 v.

22 GO CARWASH MANAGEMENT
CORP.,

23 Defendant.

**Civil Action No.: 5:24-cv-02085-SSS-
DTB**

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR
DAMAGES**

Hon. Sunshine Suzanne Sykes

DEMAND FOR JURY TRIAL

24
25 Plaintiff Aaron Rodriguez (“Plaintiff”), individually and on behalf of all others
26 similarly situated., brings this Amended Class Action Complaint against Defendant
27 GO Car Wash Management, Corp. (“Defendant” or “GO”), and makes the following
28 allegations based upon information and belief, except as to allegations specifically

1 pertaining to Plaintiff, which are based on personal knowledge.

2 **NATURE OF THE ACTION**

3 1. This class action lawsuit challenges Defendant’s deceptive enrollment of
4 customers into Defendant’s automatic renewal payment plan, in violation of Cal. Bus.
5 & Prof. Code § 17600, *et seq.*, for Defendant’s car wash product (the “Product”).

6 2. Defendant is a car wash company that operates physical car wash
7 locations across the United States, including in California.

8 3. Defendant offers individual car washes and car washes under a
9 membership or subscription model.

10 4. Consumers that visit Defendant’s physical car wash locations are
11 regularly signed up for car wash memberships when they believed they were only
12 purchasing a single car wash.

13 5. Further, when enrolling customers into the membership program,
14 Defendant fails to clearly and conspicuously disclose that the membership will
15 automatically renew each month.

16 6. Defendant systematically violates the California Automatic Renewal
17 Law (“ARL”) by failing to present the automatic renewal terms of its membership in
18 a clear and conspicuous manner on its website or in person at its car wash locations
19 at the time members sign up. Moreover, Defendant violates the ARL by failing to
20 disclose clearly and conspicuously how customers can cancel their subscription.

21 7. Further, Defendant enrolls consumers in their automatic renewal
22 membership and charges their debit cards, credit cards, or third-party payment
23 accounts without first obtaining consumers’ affirmative consent. Defendant also fails
24 to provide an acknowledgment to consumers that properly discloses the automatic
25 renewal terms, cancellation policy, and allows the consumer to cancel before they are
26 charged after their free trial.

27 8. In addition to these failures Defendant makes it difficult or impossible to
28 cancel membership on its website or in person, and Defendant fraudulently charges

1 customers, including Plaintiff, after they affirmatively cancel their membership with
2 Defendant.

3 9. Plaintiff and other consumers have been deceived by Defendant’s
4 actions, and consequently have been deceived into signing up for an automatically
5 renewing payment plan.

6 10. Furthermore, Plaintiff and other consumers have been fraudulently
7 charged monthly membership charges even after they affirmatively cancelled their
8 memberships.

9 11. Defendant’s conduct violated and continues to violate the California
10 Automatic Renewal Law (“ARL”), Cal. Bus. & Prof. Code §§ 17600, *et seq.*;
11 California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et*
12 *seq.*; and the Electronic Funds Transfer Act (“EFTA”). Defendant is also unjustly
13 enriched by this deceptive scheme.

14 12. Accordingly, this is a civil action seeking to put an end to this illegal
15 scheme. Through this class action lawsuit, Plaintiff seeks monetary damages,
16 restitution, and declaratory and injunctive relief on behalf of the proposed Classes.

17 **PARTIES**

18 13. Plaintiff Aaron Rodriguez is a citizen and resident of the State of
19 California.

20 14. Defendant GO Car Wash Management Corp. is a Delaware corporation,
21 with its principal place of business at 7400 E Orchard Road, Suite 260S Greenwood
22 Village, Colorado 80111.

23 **JURISDICTION AND VENUE**

24 15. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
25 1332(d), as modified by the Class Action Fairness Act of 2005, because at least one
26 member of the Class, as defined below, is a citizen of a different state than Defendant,
27 there are more than 100 members of the Class, and the aggregate amount in
28 controversy exceeds \$5,000,000 exclusive of interest and costs.

1 16. This Court may also assert subject matter jurisdiction over this action,
2 pursuant to 28 U.S.C. §§ 1331 and 1332(a) because Plaintiff is a resident of California
3 and Defendant is corporation headquartered in Colorado, and because at least one of
4 Plaintiff's claims arises out of a federal question.

5 17. This Court has personal jurisdiction over Defendant because Defendant
6 conducts substantial business at its physical car wash locations in this district and
7 throughout California. Defendant also has contacts with California that are so
8 continuous and systematic that they are essentially at home in this state. Defendant
9 regularly conducts and solicits business in California, provides products and services
10 to persons in the State of California, and derive substantial revenue from the same.

11 18. Venue is proper in this county because a substantial part of the events or
12 omissions giving rise to Plaintiff's and the Class Members' claims occurred in this
13 district.

14 **BACKGROUND FACTS**

15 19. In recent years, there has been an explosion in the number of car washes
16 being opened in the U.S.¹ This explosion has been fueled by the innovation of
17 subscription car wash models—car washes that allow for customers to take advantage
18 of unlimited washes for a monthly fee.²

19 20. Lured by a new lucrative subscription model, private equity firms have
20 poured money into the car wash industry.³

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22
23
24 ¹ Patrick Sisson, *Why Are There Suddenly So Many Car Washes?*, BLOOMBERG (Feb. 21, 2024 at
25 8:00 AM EST), <https://www.bloomberg.com/news/features/2024-02-21/car-washes-are-taking-over-the-us-here-s-why>.

26 ² *Id.*

27 ³ *Id.*; Obey Matin Manayiti, *Workin' at the car wash: PE firms race to consolidate the sector*, PE
28 HUB (May 26, 2022), <https://www.pehub.com/workin-at-the-car-wash-pe-firms-race-to-consolidate-the-sector/>.

1 21. Enter Defendant GO Car Wash, a company launched by private equity
2 firm Imperial Capital in 2019.⁴

3 22. Defendant operates at least 145 locations in 10 states throughout the
4 United States.⁵

5 23. Customers can purchase a car wash or membership online at GO Car
6 Wash’s website (<https://gocarwash.com/>) or purchase the car wash or membership in
7 person at one of the car wash locations.

8 24. If a customer chose to purchase a membership on Defendant’s website
9 they would see the following screens:

10
11 [Image on Next Page]
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25 ⁴ *Imperial Capital Launches GO Car Wash*, GLOBENEWSWIRE (Feb. 19, 2019 at 7:02 ET),
26 [https://www.globenewswire.com/en/news-release/2019/02/19/1734130/0/en/IMPERIAL-](https://www.globenewswire.com/en/news-release/2019/02/19/1734130/0/en/IMPERIAL-CAPITAL-LAUNCHES-GO-CAR-WASH.html)
[CAPITAL-LAUNCHES-GO-CAR-WASH.html](https://www.globenewswire.com/en/news-release/2019/02/19/1734130/0/en/IMPERIAL-CAPITAL-LAUNCHES-GO-CAR-WASH.html).


27 ⁵ [https://gocarwash.com/go-car-wash-marks-five-year-milestone-with-explosive-growth-to-145-](https://gocarwash.com/go-car-wash-marks-five-year-milestone-with-explosive-growth-to-145-locations/)
28 [locations/](https://gocarwash.com/go-car-wash-marks-five-year-milestone-with-explosive-growth-to-145-locations/).


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ONLINE STORE

- GO UNLIMITED!
- 5 AND 1 UNIT CARDS
- GIFT CARDS
- CHECK AND RELOAD GIFT CARD
- SHOPPING CART

- 

LICENSE PLATE RECOGNITION:
Software automatically matches your vehicle to your account.
- 

CONVENIENT:
Your credit/debit card will be automatically billed each month on the anniversary date of purchase.
- 

UNLIMITED:
Wash your vehicle as often as you like.
- 

NO CONTRACTS:
Cancel online or at the wash any time.



GO BIG!

Wash Service Includes:

- Wheel Cleaner (x2)
- Ceramic Shield
- GO BIG Lightshow
- GO Bath
- Triple Foam
- Underbody Blast
- Shiny Tires
- Prime Dry

\$35.99

ADD TO CART



GO PREMIER

Wash Service Includes:

- GO wax
- Underbody Blast
- Shiny Tires
- Triple Foam
- Wheel Cleaner (x2)
- Prime Dry

\$32.99

ADD TO CART

The screenshot shows the GO CARWASH ONLINE STORE shopping cart. At the top, there is a navigation bar with the GO CARWASH logo and links for HOME, WASH SERVICES, LOCATIONS, ABOUT US, CONTACT US, and CAREERS. Below the navigation bar, the text "ONLINE STORE" is prominently displayed. The shopping cart section includes a table with the following items:

Cart Items	Price	Quantity	Total
Remove From Cart GO BIG!	\$35.99	1	\$35.99
		Discount:	\$0.00
		Sales Tax:	\$0.00
		Cart Total:	\$35.99

Below the table, there are links for "Continue Shopping", "Update Quantities", and "Remove All Items", along with a "PROCEED TO CHECKOUT" button. A note at the bottom states: "If you purchased a GO Unlimited! plan and your barcode shows your license plate number, your vehicle will be automatically recognized when you visit the wash. If you encounter any problems please speak with a GO Teammate."

The screenshot shows the GO CARWASH CHECKOUT: BILLING ADDRESS form. At the top, there is a navigation bar with the GO CARWASH logo and links for GO UNLIMITED!, 5 AND 1 UNIT CARDS, GIFT CARDS, CHECK AND RELOAD GIFT CARD, and SHOPPING CART. The form is titled "CHECKOUT:" and "BILLING ADDRESS:". It contains the following fields:

- First Name:
- Last Name:
- Address 1:
- Address 2:
- City:
- State:
- Zip Code:
- Phone Number:
- Email:
- Confirm Email:

Below the form, there are two checkboxes:

- Would you like to sign up for our email newsletter?
- How would you like to receive your merchandise?
 - Email me a certificate I can print to pickup my purchase at the wash.

At the bottom of the form, there are two buttons: "BACK" and "REVIEW ORDER". A note at the bottom states: "If you purchased a GO Unlimited! plan and your barcode shows your license plate number, your vehicle will be automatically recognized when you visit the wash. If you encounter any problems please speak with a GO Teammate."

GO UNLIMITED! 5 AND 1 UNIT CARDS GIFT CARDS CHECK AND RELOAD GIFT CARD SHOPPING CART

REVIEW AND SUBMIT ORDER:

Item	Price	Quantity	Subtotal
GO BIG!	\$35.99	1	\$35.99
			Discount: \$0.00
			Sales Tax: \$0.00
			Total: \$35.99

Bill To:	Ship To:
██████████ 12 W Palm St San Diego, CA 902634 ██████████	Customer will pick up merchandise.


CREDIT CARD INFORMATION:

Name on Card:

Card Number:

Verification Code: ?

Expiration Date:

I'm not a robot 

EDIT ORDER SUBMIT ORDER

If you purchased a GO Unlimited! plan and your barcode shows your license plate number, your vehicle will be automatically recognized when you visit the wash. If you encounter any problems please speak with a GO Teammate.

25. Defendant fails to clearly and conspicuously disclose anywhere throughout this lengthy checkout process that its membership will automatically renew. Nor does Defendant clearly and conspicuously disclose how to cancel its membership at the time of checkout.

26. Defendant also fails to provide clear and conspicuous disclosure that its memberships will automatically renew at *its physical locations*. When customers, like Plaintiff, are enrolled in memberships at the physical locations, the disclosures are even more deficient than the website, or even non-existent. Further, Defendant does

1 not clearly and conspicuously disclose to customers at its physical locations how they
2 can cancel their memberships.

3 27. Even if it did, Defendant requires that the membership be affirmatively
4 cancelled to prevent it from being automatically renewed each month—a fact most, if
5 not all, consumers are unaware of—and Defendant makes the membership
6 extraordinarily difficult to affirmatively cancel.

7 **I. California Automatic Renewal Law**

8 28. The California legislature enacted the California Automatic Renewal
9 Law, Cal. Bus. & Prof. Code, § 17600 *et seq.*, “to end the practice of ongoing charging
10 of consumer credit or debit cards or third-party payment accounts without the
11 consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries
12 of service.”

13 29. To achieve this goal, the ARL makes it unlawful for any business to,
14 among other things, make an automatic renewal offer or continuous service offer to a
15 customer in this state to do any of the following:

- 16 (1) Fail to present the automatic renewal offer terms or continuous
17 service offer terms in a clear and conspicuous manner before the
18 subscription or purchasing agreement is fulfilled and in visual
19 proximity, or, in the case of an offer conveyed by voice, in
20 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 purchase
agreement pricing will change upon conclusion of the trial.
- 21 (2) Charge the consumer’s credit or debit card, or the consumer’s
22 account with a third party, for an automatic renewal or continuous
23 service without first obtaining the consumer’s affirmative consent
24 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.
- 25 (3) Fail to provide an acknowledgment that includes the automatic
26 renewal offer terms or continuous service offer terms, cancellation
27 policy, and information regarding how to cancel in a manner that
28 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

1 or continuous service before the consumer pays for the goods or
2 services.

3 (4) Fail to provide a consumer with a notice, as may be required by
4 subdivision (b), that clearly and conspicuously states all of the
5 following:

6 (A) That the automatic renewal or continuous service will
7 automatically renew unless the consumer cancels.

8 (B) The length and any additional terms of the renewal period.

9 (C) One or more methods by which a consumer can cancel the
10 automatic renewal or continuous service.

11 (D) If the notice is sent electronically, the notice shall include
12 either a link that directs the consumer to the cancellation process,
13 or another reasonably accessible electronic method that directs the
14 consumer to the cancellation process if no link exists.

15 (E) Contact information for the business.

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

17 30. The “automatic renewal offer terms” that must be presented clearly and
18 conspicuously include:

19 (1) That the subscription or purchasing agreement will continue until
20 the consumer cancels;

21 (2) The description of the cancellation policy that applies to the offer;

22 (3) The recurring charges that will be charged to the consumer’s credit
23 or debit card or payment account with a third party as part of the
24 automatic renewal plan or arrangement, and that the amount of the
25 charge may change, if that is the case, and the amount to which
26 the charge will change, if known;

27 (4) The length of the automatic renewal term or that the service is
28 continuous, unless the length of the term is chosen by the
consumer.

(5) The minimum purchase obligation, if any.

See Cal. Bus. & Prof. Code § 17601(b)(1)-(5).

31. A “clear and conspicuous” disclosure in relation to the ARL “means in
larger type than the surrounding text, or in contrasting type, font, or color to the
surrounding text of the same size, or set off from the surrounding text of the same size

28

1 by symbols or other marks, in a manner that clearly calls attention to the language.”
2 Cal. Bus. & Prof. Code § 17601(c).

3 32. After presenting all of this information, the company must then obtain
4 the “consumer’s affirmative consent to the agreement containing the automatic
5 renewal offer terms or continuous service offer terms,” and “provide an
6 acknowledgment that includes the automatic renewal offer terms or continuous
7 service offer terms, cancellation policy, and information regarding how to cancel in a
8 manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code §
9 17602(a)(2)-(3). The ARL specifically states that “[i]f the automatic renewal offer or
10 continuous service offer includes a free gift or trial, the business shall also disclose in
11 the acknowledgment how to cancel, and allow the consumer to cancel, the automatic
12 renewal or continuous service before the consumer pays for the goods or services.”
13 Cal. Bus. & Prof. Code § 17602(a)(3).

14 33. The ARL also requires that “[a] business shall provide a consumer with
15 a notice as specified in paragraph (4) of subdivision (a) if ...:

16 (1) The consumer accepted a free gift or trial, lasting for more than
17 31 days, that was included in an automatic renewal offer or
18 continuous service offer or the consumer accepted an automatic
19 renewal offer or continuous service offer at a promotional or
20 discounted price, and the applicability of that price was more
21 than 31 days:

(A) *The notice shall be provided at least 3 days before and at most 21 days before the expiration of the predetermined period of time for which the free gift or trial, or promotional or discounted price, applies.*

22 Cal. Bus. & Prof. Code § 17602(b)(1)(A). (emphasis added).

23 34. Further, the method for cancellation must be “cost-effective, timely, and
24 easy-to-use.” Cal. Bus. & Prof. Code § 17602(c).

25 **II. Defendant’s Signup Process**

26 **A. General Signup Process**

27 35. Defendant offers a car wash service where users can sign up for a
28 membership on Defendant’s website. The checkout process for the website, as further

1 described above, does not include any clear and conspicuous disclosure that the
2 membership will automatically renew each month. Further, there is no disclosure of
3 how to cancel the membership on Defendant’s website.

4 36. However, many customers opt to purchase Defendant’s car wash
5 services in person at one of its 145 brick-and-mortar locations.

6 37. Defendant does not clearly and conspicuously disclose to customers that
7 they are signing up for an automatically renewing membership that they must
8 affirmatively cancel or their payment method will be charged without their input each
9 month.

10 38. Defendant’s signup process at their physical car wash locations involves
11 a Defendant employee who takes a customer’s payment method and swipes their card
12 for purchase of a car wash or enrollment in a membership. Defendant’s employees
13 are trained and instructed to take a customer’s payment information and place an order
14 for them. Through this purchase method, Defendant systematically enrolls customers
15 in car wash memberships without providing adequate disclosures to customers, in
16 violation of the California ARL and other consumer protection laws.

17 39. When customers, like Plaintiff, are enrolled in memberships by
18 Defendant employees, the disclosures are deficient, or non-existent. This is because,
19 upon information and belief, Defendant intentionally does not train employees to
20 comply with the ARL and make the required disclosures when they sign up customers
21 for a membership. As a result, Defendant fails to provide clear and conspicuous
22 disclosures that its memberships will automatically renew. Nor does Defendant
23 clearly and conspicuously disclose to customers at its physical locations how they can
24 cancel their memberships.

25 40. Additionally, Defendant employees—acting as agents for Defendant—
26 omit that car wash memberships will automatically renew unless the customer
27 cancels, and omit to tell the consumers how to cancel the membership, and omit that
28

1 the price of the membership will automatically increase after an initial promotional
2 period, and omit the amount of the price increase.

3 41. After the customer is signed up for a car wash or membership, a
4 Defendant employee then attaches a sticker with a bar code to the customer’s
5 windshield.

6 42. This sticker contains a bar code that can be scanned by the car wash each
7 time the customer uses the automatic car wash. This way customers don’t have to
8 check-in or take any further steps whenever they want to get a car wash under their
9 membership.

10 43. Upon information and belief, Defendant’s employees are trained,
11 through standard company-wide policies and procedures, to omit any information
12 regarding the automatic renewal nature of the membership or any information about
13 how to cancel the membership. In short, employees are trained to *omit* the terms of
14 its memberships and the stringent requirements of its cancellation policy in order to
15 sign up as many customers for the automatically renewing membership as possible.

16 44. In addition to its general failure to disclose, Defendant also fails to
17 “provide an acknowledgment that includes the automatic renewal offer terms or
18 continuous service offer terms, cancellation policy, and information regarding how to
19 cancel in a manner that is capable of being retained by the consumer,” when they
20 make a purchase or sign up for a membership at a car wash location. *See* Cal. Bus. &
21 Prof. Code § 17602(a)(3).

22 **B. Defendant’s “Discount” Membership Scheme**

23 45. Upon information and belief, Defendant regularly offers its memberships
24 at “discounted” prices in order to incentivize customers to sign up.

25 46. However, Defendant does not disclose that the price quoted to customers
26 is a “discount” price that will increase substantially after a brief discount period
27 (usually one or two months).

28

1 47. The price of Defendant’s memberships are usually offered between
2 \$19.99 and \$34.99 a month.

3 48. However, the price quoted to customers for a car wash or membership is
4 only \$9.99.

5 49. As happened to Plaintiff, Defendant offers the “discount” price of \$9.99
6 as the actual price of a car wash or membership without disclosing that Defendant
7 will automatically raise that price to \$34.99 after a brief discount or promotional trial
8 period.

9 50. Plaintiff and customers then suffer unexpected, automatic charges to
10 their accounts of amounts that they did not authorize in violation of Cal. Bus. Bus. &
11 Prof. Code § 17602(a)(1)-(4) & (b).

12 51. As described further below, Plaintiff signed up for a Defendant car wash
13 for the price of \$9.99, and was never told that this was a promotional price and that
14 he would be automatically charged a higher monthly charge of \$34.99 after a
15 promotional period ended. Plaintiff did not authorize these additional charges and was
16 given no notice that the price of the membership would increase, in violation of the
17 ARL.

18 **III. GO’S CANCELLATION POLICY AND RELATED MATERIAL**
19 **MISREPRESENTATIONS AND OMISSIONS**

20 52. Defendant does not provide a clear and conspicuous disclosure of its
21 cancellation policy or how to cancel its memberships in violation of the ARL.

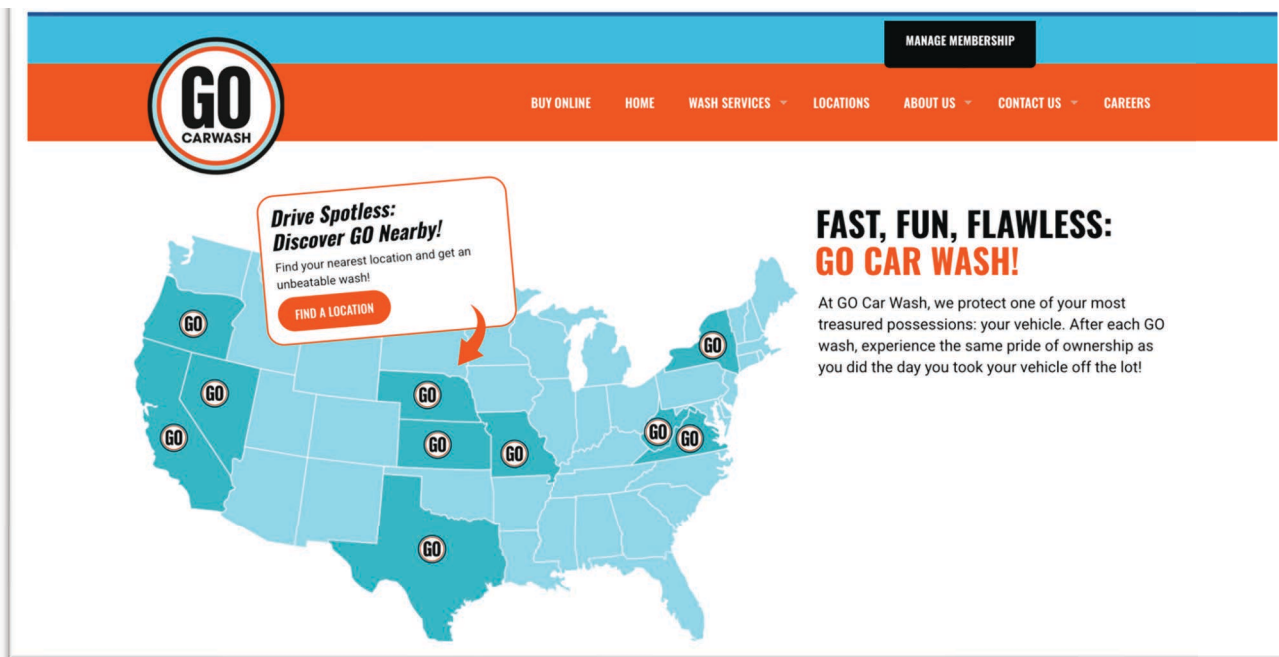
22 53. Thus, customers who sign up for a membership or who find themselves
23 being charged a monthly membership fee without their authorization are left to try to
24 figure out how to cancel the membership.

25 54. The only indication Defendant gives about cancelling the membership is
26 in small print on one page of its website, which states, “[c]ancel online or at the wash
27 anytime.”
28

55. Upon information and belief, Defendant trains and instructs its employees to make the cancellation process as difficult for consumers as possible.

56. First, Defendant instructs employees to tell customers who request a cancellation that they must cancel online on Defendant’s website, even if the customer signed up in-person at a physical location and has never used the website, and was never given instructions on how to cancel online at the time of signup.

57. Next, in order to cancel on Defendant’s website, a customer must navigate Defendant’s website, which has no clearly identifiable cancellation method.



58. Instead, upon information and belief, a customer must go the “manage membership” tab shown at the top of the screen in the image above in order to cancel a membership.

59. Once this first step is completed, a customer is shown the following screen:

///
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///

MEMBER MANAGEMENT

Manage My Unlimited Membership

Hi there. Let's get started by completing the form below. It will take less than a minute.

I want to
Select request... ▾

First name Last name

Email Phone

Barcode (from windshield, if applicable) License plate State ▾

Comments

60. A customer must then select an option to cancel from a drop-down list, that is not readily apparent on the above screen, under the “I want to” line.

61. Once a user finally selects cancel their membership on this screen, they must fill in all of the additional information—which, upon information and belief, the Defendant may not have even collected in the first place—and click the “Next” button, which will then submit the cancellation request to Defendant.

62. As shown in the complaints on the BBB below, many customers find it difficult or impossible to use Defendant’s website, and many times the website does not allow the user to cancel or does not register their request.

63. Defendant’s cancellation method—which is not disclosed at signup—is not “cost-effective, timely, and easy-to-use,” as required by Cal. Bus. & Prof. Code § 17602(c).

64. Even worse, if a customer simply wants to cancel over the phone or in person at the car wash where they purchased the membership—as is a stated method

1 on Defendant’s website—the Defendant employee will either refuse to cancel the
2 membership or acknowledge that a customer has cancelled the membership. *See supra*
3 ¶ 24. However, even when a Defendant employee has acknowledged that a customer’s
4 membership has been affirmatively cancelled, Defendant will continue to
5 automatically bill the customer each month after cancellation, as happened to
6 Plaintiff.

7 65. As further described below, Plaintiff affirmatively cancelled his
8 membership at Defendant’s physical car wash location, yet he was still charged a
9 membership fee without his authorization.

10 66. Defendant’s scheme and practice is uniform across its car wash
11 locations. This deceptive scheme violates the California ARL, EFTA, and California
12 consumer protection laws.

13 **IV. Consumers Complain About GO’s Deceptive Recurring Charges,**
14 **Difficulty Cancelling, and Billing Practices**

15 67. Defendant is well aware that its billing practices deceive consumers.
16 Dozens of Go Car Wash customers have complained of Defendant’s unclear billing
17 practices and confusing and difficult cancellation policy and practices. Below is a
18 sampling of the complaints and reviews from consumers on the Better Business
19 Bureau (“BBB”) Website:



Initial Complaint
06/28/2024

Complaint Type: Billing Issues
Status: Unanswered ?

This is an automatic car wash. I drove my car through and used my debit card one time in
December. I ordered the cheapest wash on November 29, 2023. The price was \$9.99. I
NEVER USED THEIR SERVICE AGAIN. My car is an old 2003 Saturn Ion. I only wash it on rare
occasions.I found out today that this company has been fraudulently charging my debit card
in the amount of \$35.99 every month for 7 months. I had to cancel my debit card.

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Initial Complaint
04/10/2024

Complaint Type: Customer Service Issues
Status: Unanswered ?

I HAVE BEEN TRYING TO CANCEL FOR A YEAR, AT \$32.00 A MONTH! EVERY SINGLE TIME I CALL, I LEAVE A MESSAGE AND DO NOT RECEIVE A CALL BACK THE SAME DAY. ONCE IN A WHILE, I WILL GET A CALL BACK AT AN ODD TIME THAT I CANNOT ANSWER BECAUSE I AM WORKING. THEY SHOULD CALL BACK THE SAME DAY, OR MAYBE GET CALL WAITING AND ANSWER CALLS. BUT I KEEP CALLING TO CANCEL, AND THIS IS NOT SOMETHING THEY HAVE TRIED TO RESOLVE. I TRIED TO CANCEL ONLINE, AND THE **** SAYS IT DOES NOT RECOGNIZE MY LICENSE PLATE NUMBER, WHICH DOES NOT MAKE SENSE NOR ALLOW ME TO ACTUALLY CANCEL. BUT THEY HAVE NO PROBLEM CHARGING ME. I WANT A REFUND FOR THE LAST YEAR I HAVE NOT USED THE SERVICE AND HAVE TRIED TO CANCEL, AND CANCEL ALL FURTHER INTERACTIONS WITH MY CREDIT CARD.



Initial Complaint
05/20/2024

Complaint Type: Product Issues
Status: Resolved ?

Website does not allow you to update your credit card information. It has a section for this but does not process the debt card update for year and code. I went to the car wash on ***** in ***** , Tx and an attendant said they could manually update and were aware of the website issue. Attendant informed me that they will update my plan but will have to downgrade from Go Big Plan to lower-level Premium plan. I said my account was in good standing, no notice of price increase and was told that if I kept my original account online in good standing then I keep the Go Big plan. Attendant told me to contact customer service. I told the attendant that no one ever answers this line or calls you back and the attendant said he was aware but could do nothing else. I tried to leave a message on the corporate customer service line, but the system hangs up on you after a few seconds. No one ever answers this line. When I requested a cancelation on-line the system offered me 6 months of my current plan at less than I am paying now but will not let you update card information. I had a similar issue a year prior when I was charged twice, and the company did not want to refund me for their error. This company is practicing fraudulent and misleading business practices.



Initial Complaint
08/29/2024

Complaint Type: Billing Issues
Status: Resolved ?

I have been charged 2 times a month for over 1 year dating July 2023. 1 is for my vehicle and the other is for an unknown license plate number. I have reached out to customer service but they never have anyone answer nor have any body reached back to me since I have left several voice mails. On 8/26/24 I went in person to the ***** location and spoke with the manager ***** but even he couldn't get anybody to help us out. I just want my full refund and to let them know this is really bad customer service and especially since I have been a customer since it first open and went under different management and change of owner.

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Initial Complaint
08/10/2023

Complaint Type: Service or Repair Issues
Status: Resolved ?

GO Carwash recently opened and offered a special price for their grand opening. \$9.99 a month for 2 months, for unlimited washes. But when you try to cancel on their website through the update membership link, it tells you the information entered in incorrect, and no account can be found. So if you call the phone number, no one answers, and they ask you to leave a message and don't call you back. 1-833-GOWASH1. I have not stopped to cancel at the location yet, but why have the link and phone number if they don't work.



Initial Complaint
05/16/2023

Complaint Type: Billing Issues
Status: Unanswered ?

I cancelled my contract in Oct 2022 and still getting charged. **** and told them and they told me it was my fault for not checking my statements. They will see tomorrow if they can maybe return some of the \$ back because they dont normally do that and they are basically doing me a favor



Initial Complaint
03/26/2024

Complaint Type: Billing Issues
Status: Unanswered ?

On January 3, 2024, I was shocked when Go Car Wash billed me \$29.00 on my **** card. On 1/4/2024, I went to the *****, *****, ** store right away and complained about the charge because I used to pay \$9.99 promotion and all of a sudden \$29.00. So I told to the manager that to remove the charge or credited back to my **** card because it's very expensive and I can't afford the \$29.00 but he said he can't do it because it's the corporate office only who can adjust the charge so he gave me the corporate office phone number. I called the ***** and ***** many times left many messages to call me back but no responses from the customer service and I can't get a live person because always telling me "Because of a high volume of calls, please leave a message" so I did. Almost every single day I've been calling this numbers but up to this date, almost 3 months already but I never got a response from the customer service representatives. I'm very frustrated about your



Initial Complaint
01/27/2023

Complaint Type: Billing Issues
Status: Unanswered ?

1/27/23,After using they're service 8 months ago for a couple of months and then canceling services, I wake this morning to a monthly fraudulent charge on my bank account. I want them to return my funds and cease from trying to charge my bank account from no services rendered. This is shady practices that they do and have heard other stories of same thing.



Initial Complaint
03/14/2024

Complaint Type: Product Issues
Status: Resolved ?

Cancelled my membership on Feb. 19 after I saw I was charged *****, never used car wash since December. They had an introductory unlimited price of ***** and no big they got me in Feb. Check my bank account and was charged Mar. 11 for membership. Haven't been there since December and cancelled in Feb. Deceptive billing practices. I need a refund for March. Wrong.

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Initial Complaint
10/24/2022

Complaint Type: Billing Issues
Status: Unanswered ?

Like many others my card is still being attempted to be debited for a membership I've already canceled. I've tried calling. Leaving voice-mails. Going in person. And no resolution. Their customer service is a scam and I can prove it. They don't have anyone who actually answers the phones I've tried calling at all times of the day. It won't allow you to cancel online. And when you try to contact them through their "contact us" tab on their web page and open a "ticket"... every "ticket" has the exact same ticket number. They're not even trying to hide how little they care. At this point they're just stealing my money.

68. These reviews are merely a sampling of the negative comments consumers have left about Defendant’s deceptive billing and cancellation policies and practices.

69. The same kind of deception that Plaintiff faced is described by other customers in their online reviews.

V. Plaintiff’s Experience

70. In or around August 2023, Plaintiff visited the GO Car Wash physical car wash location in San Bernardino, California.

71. At that time, Plaintiff was assisted by an employee of Go Car Wash, who took Plaintiff’s debit card and signed him up for the membership. Plaintiff did not interact with any kiosk or have the opportunity to view any disclosures regarding auto-renewal or cancellation.

72. At the time of signup, Defendant disclosed that the membership price was \$9.99.

73. At the time of signup, Defendant did not clearly and conspicuously disclose to Plaintiff that its membership would automatically renew until cancelled. Defendant also failed to disclose clearly and conspicuously how to cancel the membership.

74. Defendant also did not 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 Plaintiff.

1 75. Furthermore, according to Defendant’s training and policies,
2 Defendant’s employee did not disclose to Plaintiff that this membership would
3 automatically renew, how to cancel the membership, or that the membership would
4 increase in price and what new price would be charged.

5 76. Upon information and belief, Defendant actually enrolled Plaintiff an
6 automatically renewing membership for \$34.99, that began charging Plaintiff at that
7 price after a discount period.

8 77. Defendant never disclosed that the \$9.99 price was a discount price, and
9 instead informed Plaintiff that the \$9.99 was the price of the membership.

10 78. Plaintiff was originally charged \$9.99 for his car wash membership.

11 79. Plaintiff was subsequently charged \$34.99 on or around September 1,
12 2023, after Defendant’s discount period expired.

13 80. Defendant did not clearly and conspicuously disclose that Plaintiff would
14 be charged a higher monthly price after the discount period ended as required by the
15 ARL. In fact, Defendant did not even inform Plaintiff that the \$9.99 price was a
16 discount price.

17 81. Further, Defendant did not send a notification email to Plaintiff during
18 the purported discount trial period that properly notified Plaintiff of the pending
19 autorenewal or that properly disclosed how to cancel using a cost-effective, timely,
20 and easy to use mechanism.

21 82. In September 2023, Plaintiff noticed the charges on his account and
22 affirmatively cancelled his membership in person at the Defendant’s physical location
23 in San Bernardino, California.

24 83. Defendant was assured by Defendant’s employee that his membership
25 was cancelled.

26 84. However, Plaintiff was subsequently charged \$34.99 again on
27 September 29, 2023.

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1 85. Plaintiff eventually had to place a stop-payment order with his financial
2 institution to stop the automatic withdrawals wrongfully taken by Defendant.

3 86. Had Plaintiff known he was being enrolled in an automatic renewal
4 service when he went to the Car Wash in or around August 2023, he would not have
5 purchased a membership.

6 87. Had Plaintiff been told that his membership would increase in price when
7 he was first signed up for a membership in or around August 2023, he would not have
8 purchased a membership.

9 88. Had Plaintiff received proper notice under the California ARL that the
10 price of his membership would increase after a discount period when he was first
11 signed up for a membership in or around August 2023, he would have cancelled his
12 membership before the end of the discount period.

13 89. Had Plaintiff known that it would be impossible to cancel his
14 membership when he was first signed up for a membership in or around August 2023,
15 he would not have purchased a car wash membership.

16 90. Therefore, Plaintiff suffered an injury in fact and lost money as a result
17 of Defendant's false, misleading, and unfair practices, as described herein.

18 **VI. Defendant Violates the California ARL**

19 91. Defendant violates the California ARL in five ways: (1) by failing to
20 disclose clearly and conspicuously at the time of purchase that the membership will
21 automatically renew; (2) by failing to disclose clearly and conspicuously at the time
22 of purchase the description of the cancellation procedure that applies to the policy;
23 (3) by failing to clearly and conspicuously disclose that the price given to customers
24 is a discounted price and that the membership will automatically renew at a higher
25 price after the discount period has expired; (4) by failing to obtain the affirmative
26 consent of the customer prior to enrollment in the membership; and (5) by failing to
27 provide an acknowledgment that contained the automatic renewal terms, cancellation
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1 policy, and information regarding how to cancel before the consumer paid for the
2 goods. *See* Cal. Bus. & Prof. Code § 17601-17602.

3 **A. Defendant Violates California’s ARL by Failing to Present its**
4 **Automatic Renewal Membership Terms in a Clear and Conspicuous**
5 **Manner**

6 92. California’s ARL makes it illegal for companies to charge consumers for
7 automatically renewing memberships or services unless the company meets strict
8 disclosure requirements The ARL makes it unlawful for any business making an
9 automatic renewal offer to consumers in California to “[f]ail to present the automatic
10 renewal offer terms or continuous service offer terms in a clear and conspicuous
11 manner before the subscription or purchasing agreement is fulfilled and in visual
12 proximity. . . to the request for consent to the offer.” Cal. Bus. & Prof. Code §
13 17602(a)(1).

14 93. The ARL defines “automatic renewal offer terms” to mean:

- 15 (1) That the subscription or purchasing agreement will continue until the
16 consumer cancels;
- 17 (2) The description of the cancellation policy that applies to the offer;
- 18 (3) The recurring charges that will be charged to the consumer’s credit or
19 debit card or payment account with a third party as part of the automatic
20 renewal plan or arrangement, and that the amount of the charge may
21 change, if that is the case, and the amount to which the charge will
22 change, if known;
- 23 (4) The length of the automatic renewal term or that the service is
24 continuous, unless the length of the term is chosen by the consumer;
- 25 (5) The minimum purchase obligation, if any.

26 Cal. Bus. & Prof. Code § 17601(b)(1)-(5).

27 94. Additionally, the ARL defines “clear and conspicuous” to mean “in
28 larger type than the surrounding text, or in contrasting type, font, or color to the

1 surrounding text of the same size, or set off from the surrounding text of the same size
2 by symbols or other marks, in a manner that clearly calls attention to the language.”
3 Cal. Bus. & Prof. Code § 17601(c).

4 95. Defendant does not present the requisite, material automatic renewal
5 terms to its subscribers prior to their enrollment in a manner compliant with the ARL.

6 96. As described above, there is no disclosure and/or the disclosure is not
7 clearly and conspicuously made at Defendant’s car washes that the membership will
8 automatically renew until cancelled, in violation of 17601 & 17602.

9 97. As described above, the disclosure violates 17601(b)(1) & (4) because it
10 does not clearly and conspicuously state that the automatic renewal will continue until
11 cancelled or the length of time or that the service is continuous.

12 98. Further there is no clear and conspicuous disclosure that the membership
13 will automatically renew unless cancelled on Defendant’s website at the time a user
14 purchases a car wash membership online.

15 99. Therefore, Defendant has violated California’s ARL by failing to
16 provide the automatic renewal offer terms in a clear and conspicuous manner.

17 **B. Defendant Has Violated California’s ARL by Failing to Clearly and**
18 **Conspicuously Disclose its Cancellation Procedure At the Time of**
19 **Enrollment**

20 100. Defendant violated California’s ARL by failing to present “the automatic
21 renewal offer terms in a clear and conspicuous manner before the subscription or
22 purchasing agreement is fulfilled and in visual proximity. . . to the request for consent
23 to the offer.” Cal. Bus. & Prof. Code § 17602(a)(1).

24 101. Specifically, Defendant violated 17601(b)(2) by failing to include “the
25 description of the cancellation policy that applies to the offer.”

26 102. As described above, Defendant does not include a description of its
27 cancellation policy that is clear and conspicuous at the time customers purchase a car
28 wash or membership.

1 103. Additionally, there is no sufficient clear and conspicuous disclosure on
2 Defendant’s website at the time a user checks out. Defendant merely states in the first
3 of four pages during the checkout process that a user can “[c]ancel online or at the
4 wash any time.”

5 104. However, even this cancellation description is not accurate, as evidenced
6 by Plaintiff and other consumers who affirmatively cancelled “at the wash” but were
7 continually charged monthly membership fees after they cancelled.

8 105. Therefore, Defendant has violated California’s ARL by failing to
9 provide a description of the cancellation policy that applies to the offer in a clear and
10 conspicuous manner.

11 **C. Defendant Violated California’s ARL by Failing to Obtain**
12 **Affirmative Consent from Users Prior to Enrollment**

13 106. California’s ARL requires Defendant to obtain affirmative consent to the
14 agreement containing the automatic renewal offer terms, including the terms of an
15 automatic renewal offer or continuous service offer that is made at a promotional or
16 discounted price for a limited period of time, prior to charging the consumer’s banking
17 institution, credit card or debit card. Cal. Bus. & Prof. Code § 17602(a)(2).

18 107. Defendant fails to obtain affirmative consent from consumers prior to
19 charging them as Defendant does not clearly outline the renewal offer terms, as
20 described above. Additionally, Defendant does not clarify to consumers that they are
21 enrolling in an automatically renewing membership at the time they sign up. Nor does
22 Defendant disclose to customers that they are enrolling at a discount price and that
23 they will be charged a higher price once the discount period ends.

24 108. Nowhere does the customer affirmatively agree to an automatic renewal
25 membership either in person or on Defendant’s website.

26 109. Therefore, as consumers are not made aware of the automatically
27 recurring nature of the membership, nor presented with the relevant automatic
28 renewal offer terms, Defendant has violated California’s ARL by failing to obtain

1 affirmative consent prior to enrollment. As a result, Plaintiff and other users have
2 suffered injury in fact, as they would not have enrolled had they known they were
3 signing up for an automatically renewing membership.

4 **D. Defendant Violated California’s ARL by Failing to Provide**
5 **Consumers an Acknowledgment that Includes the Automatic**
6 **Renewal Terms, Cancellation Policy, and Information Regarding**
7 **How to Cancel**

8 110. California’s ARL requires Defendant to provide customers an
9 acknowledgment that includes “the automatic renewal offer terms or continuous
10 service terms, cancellation policy, and information regarding how to cancel in a
11 manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code §
12 17602(a)(3).

13 111. Further, “[i]f the automatic offer or continuous service offer includes a
14 free gift or trial, the business shall also disclose in the acknowledgment how to cancel,
15 and allow the consumer to cancel, the automatic renewal or continuous service before
16 the consumer pays for the goods or services.” *Id.*

17 112. Upon information and belief, Defendant fails to provide users with an
18 acknowledgment that properly discloses the automatic renewal offer terms,
19 cancellation policy, and information regarding how to cancel to consumers before the
20 discount period expires.

21 113. Therefore, Defendant has violated California’s ARL by failing to
22 provide the customer with an acknowledgment that includes the proper disclosures
23 and information.

24 **VII. Defendant Violated the Electronic Funds Transfer Act (“EFTA”) and**
25 **Regulation E**

26 114. The purpose of the Electronic Funds Transfer Act (“EFTA”) is to
27 “provide a basic framework establishing the rights, liabilities, and responsibilities of
28 participants in electronic fund and remittance transfer systems. The primary objective

1 of this subchapter, however, is the provision of individual consumer rights.” 15 U.S.C.
2 § 1693(b).

3 115. “Electronic funds transfer” is defined in Regulation E to mean “any
4 transfer of funds that is initiated through an electronic terminal, telephone, computer,
5 or magnetic tape for the purpose of ordering, instructing, or authorizing a financial
6 institution to debit or credit a consumer’s account.” 12 C.F.R. § 205.3(b).

7 116. 15 U.S.C. 1693e(a) states:

8 A preauthorized electronic funds transfer from a consumer’s account
9 may be authorized by the consumer only in writing, and a copy of such
10 authorization shall be provided to the consumer when made. A consumer
11 may stop payment of a preauthorized electronic fund transfer by
12 notifying the financial institution orally or in writing at any time up to
13 three business days preceding the scheduled date of such transfer. The
14 financial institution may require written confirmation to be provided to
15 it within fourteen days of an oral notification if, when the oral
16 notification is made, the consumer is advised of such requirement and
17 the address to which such confirmation should be sent.

18 117. Similarly, the implementing regulation, 12 C.F.R. § 205(10)(b), states:

19 (b) *Written authorization for preauthorized transfers from consumer’s*
20 *account.* Preauthorized electronic fund transfers from a consumer’s
21 account may be authorized only by a writing signed or similarly
22 authenticated by the consumer. The person that obtains the authorization
23 shall provide a copy to the consumer.

24 118. Defendant did not provide a copy of the authorization for preauthorized
25 transfers to Plaintiff or class members at the time of signup.

26 119. In multiple instances, Defendant debited bank accounts of Plaintiff and
27 class members on a recurring basis without obtaining a written authorization signed
28 or similarly authenticated by the Plaintiff or class members for preauthorized
electronic fund transfers from the accounts of Plaintiff or class members, thereby
violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b)
of Regulation E, 12 C.F.R. § 205.10(b).

120. In multiple instances, Defendant debited Plaintiff and class members’
bank accounts on a recurring basis without providing a copy of a written authorization
signed or similarly authenticated by Plaintiff or class members for preauthorized

1 electronic funds transfers, thereby violating Section 907(a) of the EFTA, 15 U.S.C. §
2 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

3 121. In multiple instances, Defendant debited Plaintiff and class members’
4 bank accounts on a recurring basis after Plaintiff and class members revoked consent
5 to such debits, thereby violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a),
6 and Section 205.10(b) of Regulation E, 12 C.F.R. 205.10(b).

7 **CLASS ALLEGATIONS**

8 122. Plaintiff brings this action individually and on behalf of all others
9 similarly situated. The proposed classes are defined as:

10 **The California Class:** All persons residing in California who,
11 during the applicable limitations period, were enrolled in the
12 Defendant’s Go Car Wash membership and were charged at least
13 one renewal fee by Defendant (“California Class”).

14 **The Nationwide Class:** All persons in the United States who,
15 within the applicable statute of limitations period, were debited
16 on a recurring basis by Defendant without Defendant obtaining
17 a written authorization signed or similarly authenticated for
18 preauthorized electronic fund transfers, or were debited after the
19 authorization had been revoked (“Nationwide Class”).

20 123. The California Class and the Nationwide Class are referred to
21 collectively herein as the “Classes.”

22 124. Excluded from the Classes are Defendant, their subsidiaries and
23 affiliates, officers, directors, the members of their immediate families, and any entity
24 in which any Defendant has a controlling interest, to include the legal representatives,
25 heirs, successors, or assigns of any such excluded party. Also excluded are the judicial
26 officer(s) to whom this action is assigned, and the members of their immediate
27 families.

28 125. Plaintiff reserves the right to modify or amend the definition of the
proposed Classes if necessary, before this Court determines whether certification is
appropriate.

1 126. This case is properly brought as a class action under Fed. R. Civ. P. 23
2 and all requirements are met for the reasons set forth in the following paragraphs.

3 127. *Numerosity.* The members of the Classes are so numerous that separate
4 joinder of each member is impracticable. Upon information and belief, and subject to
5 discovery, the Classes consists of many thousands of members, the identity of whom
6 are within the exclusive knowledge of Defendant and can be ascertained only by
7 resorting to Defendant’s records, discovery, and other third-party sources.

8 128. *Commonality.* There are numerous questions of law and fact common to
9 the Classes relating to Defendant’s business practices challenged herein, and those
10 common questions predominate over any questions affecting only individual Class
11 members. The common questions include, but are not limited to:

- 12 • Whether Defendant placed an automatically renewing charge on
13 Plaintiff and Class Members’ accounts;
- 14 • Whether Defendant’s automatic renewal offer was clear and
15 conspicuous;
- 16 • Whether Defendant’s cancellation procedure was clearly and
17 conspicuously disclosed;
- 18 • Whether Defendant’s provided Plaintiff and the Classes a cost-
19 effective, timely, and easy to use mechanism for cancelling their
20 memberships;
- 21 • Whether Defendant received Plaintiff and class members affirmative
22 consent before enrolling them in an automatically renewing
23 membership;
- 24 • Whether Defendant unlawfully charged Plaintiff and Class members
25 after they affirmatively cancelled their memberships;
- 26 • Whether Defendant’s conduct constitutes unfair, unlawful, and/or
27 fraudulent practices prohibited by the laws of California;

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- 1 • Whether Defendant engaged in unlawful or unfair conduct prohibited
- 2 by the California UCL;
- 3 • Whether Defendant unjustly enriched itself to the detriment of
- 4 Plaintiff and members of the Classes;
- 5 • Whether Defendant violated the Electronic Funds Transfer Act;
- 6 • the proper measure of damages; and
- 7 • the declaratory and injunctive relief to which the Class is entitled.

8 129. *Typicality*. Plaintiff’s claims are typical of the claims of the other Class
9 members in that they arise out of the same wrongful business practices engaged in by
10 Defendant, as described herein.

11 130. *Adequacy of Representation*. Plaintiff is an adequate representative of
12 the Classes because Plaintiff has sustained damage as a result of Defendant’s uniform
13 conduct. In addition:

- 14 • Plaintiff is committed to the vigorous prosecution of this action
- 15 individually and on behalf of and all others similarly situated and
- 16 have retained competent counsel experienced in the prosecution of
- 17 class actions and, in particular, class actions on behalf of consumers;
- 18 • There is no hostility of interest between Plaintiff and the unnamed
- 19 Class members;
- 20 • Plaintiff anticipates no difficulty in the management of this litigation
- 21 as a class action; and
- 22 • Plaintiff’s legal counsel has the financial and legal resources to meet
- 23 the substantial costs and legal work associated with this type of
- 24 litigation.

25 131. *Predominance*. The questions of law and fact common to the Classes as
26 set forth in the “commonality” allegation above predominate over any individual
27 issues. As such, the “commonality” allegations are restated and incorporated herein
28 by reference.

1 consent to the offer, in violation of § 17602(a)(1); (b) charged the consumer’s credit
2 cards, debit cards, or third-party payment accounts for an automatic renewal or
3 continuous service without first obtaining the consumer’s affirmative consent to an
4 agreement containing clear and conspicuous disclosure of all automatic renewal or
5 continuous service offer terms, in violation of § 17602(a)(2); (c) failed to provide an
6 acknowledgement that includes clear and conspicuous disclosure of automatic
7 renewal or continuous service offer terms, the cancellation policy, and information
8 regarding how to cancel, in violation of § 17602(a)(3) and § 17602(b); (d) failed to
9 provide notice as specified in 17602(a)(4), at least 3 days before and at most 21 days
10 before the expiration of the discount or promotional period, if the Plaintiff or Class
11 Member accepted a discount or promotional price at the time of sign up, in violation
12 of Cal. Bus. & Prof. Code § 17602(a)(4) and § 17602(b).

13 136. Plaintiff relied on Defendant’s omissions when purchasing the car wash
14 membership.

15 137. Plaintiff and the California Class have suffered injury in fact and lost
16 money as a result of Defendant’s violations alleged herein because they either would
17 not have purchased a car wash or membership from Defendant in the first place, or
18 would have taken other steps to avoid becoming enrolled in and/or charged for
19 Defendant’s membership, such that Plaintiff and the Class would not have paid any
20 money to Defendant for the membership.

21 138. Further, Plaintiff was injured by Defendant’s misconduct because it
22 caused Plaintiff and Class members to spend money on products and services that
23 they would not otherwise have spent.

24 139. As a result of Defendant’s misconduct, pursuant to Cal. Bus. & Prof.
25 Code § 17603, all services and products under the automatically renewing
26 membership are treated as unconditional gifts, and Plaintiff and the Class are entitled
27 to restitution of all amounts that Defendant charged or caused to be charged to
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1 Plaintiff's and Class members' payment methods during the applicable statute of
2 limitations and continuing until Defendant's statutory violations cease.

3 140. Pursuant to § 17535, Plaintiff and Class members are entitled to
4 restitution of all amounts that Defendant charged for the car wash membership during
5 the four years preceding the filing of the initial Complaint in this action and
6 continuing until Defendant's statutory violations cease.

7 141. Pursuant to § 17535, for the benefit of the general public of the State of
8 California, Plaintiff seeks a public injunction enjoining Defendant from making car
9 wash membership offers to California consumers that do not comply with California
10 law, and from posting charges for membership fees without first complying with
11 California law. Plaintiff reserves the right to seek other prohibitory or mandatory
12 aspects of injunctive relief.

13 142. Plaintiff individually and on behalf of all similarly situated California
14 consumers, seeks individual, representative, and public injunctive relief and any other
15 necessary orders or judgements that will prevent Defendant from continuing with its
16 unlawful acts described herein; restitution that will restore the full amount of their
17 money or property; disgorgement of Defendant's relevant profits and proceeds; and
18 an award of costs and reasonable attorneys' fees.

19

20 **SECOND CAUSE OF ACTION**
21 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL")**
22 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**
(On behalf of Plaintiff and the California Class)

23 143. Plaintiff hereby incorporates by reference the allegations contained in
24 the preceding paragraphs of this Complaint.

25 144. California law applies to the Class because California has a significant
26 interest in regulating the conduct of businesses operating within its borders.

27 145. Plaintiff and Defendant are "persons" within the meaning of the UCL.
28 Cal. Bus. & Prof. Code § 17200.

1 146. Defendant’s conduct described herein violates the Unfair Competition
2 Law (“UCL”), codified at California Business and Professions Code section 17200,
3 *et seq.*

4 147. Defendant made unlawful automatic renewal and/or continuous service
5 offers to consumers in California in violation of California’s Automatic Renewal Law
6 (“ARL”), Cal. Bus. & Prof. Code § 17600, *et seq.*, by:

- 7 (1) Failing to provide “clear and conspicuous” disclosures mandated
8 by California law, as required by Cal. Bus. & Prof. Code §
9 17602(a)(1);
- 10 (2) Charging Plaintiff’s and Class Members’ credit and debit cards, or
11 account with a third party, for an automatic renewal or continuous
12 service without first obtaining affirmative consent to the
13 agreement containing the automatic renewal offer terms or
14 continuous service terms, as required by Cal. Bus. & Prof. Code §
15 17602(a)(2);
- 16 (3) Charging Plaintiff’s and Class Members’ credit and debit cards, or
17 account with a third party, for a higher price than was disclosed at
18 signup without first obtaining affirmative consent to charge a
19 discount price and then a subsequent higher price, as required by
20 Cal. Bus. & Prof. Code § 17602(a)(2);
- 21 (4) Failing to provide a toll-free telephone number, electronic mail
22 address, a postal address, or another cost-effective, timely, and
23 easy-to-use mechanism for cancellation that was described in the
24 acknowledgment, as required by Cal. Bus. & Prof. Code §
25 17602(c);
- 26 (5) Failing to provide the Plaintiff or Class Members with a notice as
27 specified in 17602(a)(4), at least 3 days before and at most 21 days
28 before the expiration of the discount or promotional period, if the

1 Plaintiff or class member accepted a discount or promotional price
2 at the time of sign up, in violation of Cal. Bus. & Prof. Code §
3 17602(b);

4 (6) Charging consumer’s credit cards, debit cards, or other payment
5 method subsequent to their cancellation of their memberships
6 without users’ affirmative consent.

7 148. The UCL prohibits, and provides civil remedies for, unfair competition.
8 Its purpose is to protect both consumers and competitors by promoting fair
9 competition in commercial markets for goods and services. In service of that purpose,
10 the Legislature framed the UCL’s substantive provisions in broad, sweeping
11 language.

12 149. The UCL imposes strict liability. Plaintiff need not prove that Defendant
13 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
14 practices—but only that such practices occurred.

15 150. Under the UCL, a business act or practice is “unfair” if the Defendant’s
16 conduct is substantially injurious to consumers, offends public policy, and is immoral,
17 unethical, oppressive, and unscrupulous.

18 151. Defendant’s conduct was and continues to be of no benefit to purchasers
19 of the Product, as it is misleading, unfair, unlawful, and is injurious to consumers who
20 rely on the Product’s advertising. Deceiving consumers into automatic enrollment in
21 Defendant’s product is of no benefit to consumers. Therefore, Defendant’s conduct
22 was and continues to be “unfair.”

23 152. Under the UCL, a business act or practice is “unlawful” if it violates any
24 other law or regulation.

25 153. As a result of engaging in the conduct alleged in this Complaint,
26 Defendant has violated the UCL’s proscription against engaging in “unlawful”
27 conduct by virtue of their violations of the California ARL, as described above.
28

1 154. Plaintiff reserves the right to allege other violations of law, which
2 constitute other unlawful business acts or practices. Such conduct is ongoing and
3 continues to this date. Unless restrained and enjoined, Defendant will continue to
4 engage in the unlawful conduct described herein.

5 155. Under the UCL, a business act or practice is “fraudulent” if it actually
6 deceives or is likely to deceive members of the consuming public. Defendant’s
7 conduct here was and continues to be fraudulent because it has the effect of deceiving
8 consumers into believing that the Product is not an automatically renewing
9 membership. Further, Defendant’s conduct is fraudulent because engages in a
10 fraudulent deception and scheme to charge customers memberships even after they
11 have affirmatively cancelled the membership. Because Defendant misled Plaintiff and
12 members of the Class, Defendant’s conduct was “fraudulent.”

13 156. Defendant’s acts and omissions as alleged herein violate obligations
14 imposed by statute, are substantially injurious to consumers, offend public policy, and
15 are immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct
16 outweighs any alleged benefits attributable to such conduct.

17 157. There were reasonably available alternatives to further Defendant’s
18 legitimate business interests other than the misleading and deceptive conduct
19 described herein.

20 158. Plaintiff relied on Defendant’s misrepresentations in choosing to
21 purchase a car wash or membership.

22 159. As a direct and proximate result of Defendant’s unfair, fraudulent, and
23 unlawful practices, Plaintiff and Class members suffered and will continue to suffer
24 actual damages. Defendant’s fraudulent conduct is ongoing and presents a continuing
25 threat to Plaintiff and Class members that they will be deceived.

26 160. But for Defendant’s unlawful, unfair, and fraudulent conduct, Plaintiff
27 and Class members would not have lost the money taken by Defendant’s automatic
28

1 renewal membership scheme. Plaintiff and Class members have suffered injury in fact
2 and have lost money and property as a result of Defendant’s conduct.

3 161. As a result of its unfair, unlawful, and fraudulent conduct, Defendant has
4 been unjustly enriched and should be required to disgorge its unjust profits and make
5 restitution to Plaintiff and Class Members pursuant to Cal. Bus. & Prof. Code § 17203
6 and 17204.

7 162. Accordingly, Plaintiff, individually and on behalf of all others similarly
8 situated, seeks restitution from Defendant of all money obtained from Plaintiff and
9 the Class as a result of Defendant’s conduct.

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

14 164. Plaintiff has no adequate remedy at law in part because Defendant’s
15 conduct is continuing. Plaintiff therefore seeks an injunction on behalf of the general
16 public to prevent Defendant from continuing to engage in the deceptive and
17 misleading practices described herein.

18 **THIRD CAUSE OF ACTION**
19 **VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT**
20 **(“CLRA”)**
21 **(Cal. Civ. Code §§ 17200, *et seq.*)**
22 **(On behalf of Plaintiff and the California Class)**

23 165. Plaintiff hereby incorporates by reference the allegations contained in
24 the preceding paragraphs of this Complaint.

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

167. Defendant’s sale of car washes and memberships to consumers were
“transactions” within the meaning of California Civil Code section 1761(e).

1 168. Plaintiff and the Class purchased “services” within the meaning of
2 California Civil Code section 1761(b).

3 169. Defendant violated and continues to violate the CLRA by engaging in
4 the following practices proscribed by California Civil Code section 1770(a) in
5 transactions with Plaintiff and the Class which were intended to result in and did result
6 in the sale of car wash memberships:

7 (a)(5) “[Representing that goods or services have sponsorship, approval,
8 characteristics, ingredients, uses, benefits, or quantities which they do
not have [...]]”

9 (a)(7) “Representing that goods or services are of a particular standard,
10 quality, or grade...if they are of another.”

11 (a)(9) “Advertising goods or services with intent not to sell them as
advertised.”

12 (a)(14) “Representing that a transaction confers or involves rights,
13 remedies, or obligations that it does not have or involve, or that are
prohibited by law.”

14 Cal. Civ. Code § 1770(a)(5), (7), (9), and (14).

15 170. Specifically, as alleged herein, Defendant has misrepresented and
16 continue to misrepresent the terms of their memberships.

17 171. Defendant has directed and do direct these misrepresentations at
18 consumers before purchase through marketing communications.

19 172. At no time does Defendant disclose its true automatic renewal or
20 cancellation practices, they repeatedly conceal and misrepresent this material
21 information.

22 173. Plaintiff reasonably relied on Defendant’s omissions and
23 misrepresentations. Absent Defendant’s omissions and misrepresentations, Plaintiff
24 would not have purchased a car wash membership from Defendant. Plaintiff’s
25 reliance was a substantial factor in causing him harm.

26 174. Further, reasonable consumers were deceived and are likely to be
27 deceived by Defendant’s conduct described herein.

28

1 175. Defendant continues to violate the CLRA and continues to injure the
2 public by misleading consumers about its cancellation policies. Accordingly, Plaintiff
3 seeks injunctive relief on behalf of the general public to prevent Defendant from
4 continuing to engage in these deceptive and illegal practices. Otherwise, Plaintiff, the
5 Class members, and members of the general public may be irreparably harmed or
6 denied an effective and complete remedy if such an order is not granted. Pursuant to
7 Cal. Civ. Code § 1782(d), Plaintiff, individually and on behalf of the Classes, seek a
8 Court order enjoining the above-described wrongful acts and practices of Defendant
9 and for restitution and disgorgement.

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

13 177. On October 1, 2024, pursuant to Cal. Civ. Code § 1782(a), Defendant
14 was sent in writing by certified mail, notice of the violations of Section 1770 of the
15 CLRA, which notification demanded that Defendant rectify the problems associated
16 with the actions detailed above and give notice to all affected consumers of its intent
17 to so act.

18 178. Defendant failed to rectify or agree to rectify the problems associated
19 with the actions detailed above or give notice to all consumers within 30 days of
20 receipt of the CLRA notice. Accordingly, Plaintiff seeks damages, as permitted and
21 appropriate.

22 **FOURTH CAUSE OF ACTION**
23 **VIOLATION OF THE ELECTRONIC FUNDS TRANSFER ACT (“EFTA”)**
24 **(15 U.S.C. § 1693, et seq.)**
25 **(On behalf of Plaintiff and the Nationwide Class)**

26 179. Plaintiff hereby incorporates by reference the allegations contained in
27 the preceding paragraphs of this Complaint.

28 180. Plaintiff seeks to recover for Defendant’s violations of the Electronic
Funds Transfer Act on behalf of themselves and the Nationwide Class.

1 181. The EFTA provides a basic framework establishing the rights, liabilities,
2 and responsibilities of participants in an electronic fund transfer system.⁶ The
3 “primary objective” of the EFTA “is the provision of individual consumer rights.”

4 182. Any waiver of EFTA rights is void. “No writing or other agreement
5 between a consumer and any other person may contain any provision which
6 constitutes a waiver of any right conferred or cause of action created by this
7 subchapter,” pursuant to § 1693(1).

8 183. Defendant’s transfers of money from the financial accounts of Plaintiff
9 and Class Members, as alleged herein, are “electronic fund transfers” within the
10 meaning of the EFTA and the EFTA’s implementing regulations, known as
11 Regulation E and codified at 12 C.F.R. §§ 205, *et seq.* An “electronic fund transfer”
12 means “any transfer of funds, other than a transaction originated by check, draft, or
13 similar paper instrument, which is initiated through an electronic terminal, telephonic
14 instrument, or computer or magnetic tape so as to order, instruct, or authorize a
15 financial institution to debit or credit an account.”⁷ The term is expressly defined to
16 include “[t]ransfers resulting from debit card transactions, whether or not initiated
17 through an electronic terminal.”⁸

18 184. The EFTA defines the term “preauthorized electronic transfer” as “an
19 electronic fund transfer authorized in advance to recur at substantially regular
20 intervals.”⁹ The Official Staff Interpretation of Regulation E describes a
21 “preauthorized electronic transfer” as “one authorized by the consumer in advance of
22
23
24

25 ⁶ 15 U.S.C. §§ 1693, *et seq.*

26 ⁷ *Id.* § 1693(a)(7).

27 ⁸ 12 C.F.R. § 205.3(b)(v).

28 ⁹ 15 U.S.C. § 1693(a)(9).

1 a transfer that will take place on a recurring basis, at substantially regular intervals,
2 and will require no further action by the consumer to initiate the transfer.”¹⁰

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

11 186. Plaintiff and Class Members each maintained an “account” as that term
12 is defined by 15 U.S.C. § 1693(a)(2) and are “consumers” within the meaning of 15
13 U.S.C. § 1693(a)(5).

14 187. Defendant uniformly and routinely initiated preauthorized electronic
15 fund transfers and took money from the bank accounts of Plaintiff and Class Members
16 without obtaining their written authorization for the transfers, as required by the
17 EFTA and Regulation E. Specifically, Defendant took money from Plaintiff’s and
18 Class Members’ bank accounts without written authorization when Defendant
19 charged Plaintiff’s and Class Members’ accounts membership fees. Further,
20 Defendant violated the EFTA and Regulation E by taking money from Plaintiff’s and
21 Class Members’ accounts after Plaintiff and Class Members had expressly cancelled
22 their memberships and revoked any authorization for such transfers.

23 188. The Official Staff Interpretation of Regulation E explains, “when a third-
24 party payee,” such as Defendant, “fails to obtain the authorization in writing or fails
25

26 _____
27 ¹⁰ 12 C.F.R. Part 205, Supp. I, § 205.2(k), cmt. 1.

28 ¹¹ *Id.* § 205.10(b).

1 to give a copy to the consumer . . . it is the third-party payee that is in violation of the
2 regulation.”¹²

3 189. As a direct and proximate result of Defendant’s violations of the EFTA
4 and Regulation E, Plaintiff and Class Members have suffered damages in the amount
5 of the unauthorized debits taken by Defendant.¹³ As a further direct and proximate
6 result of Defendant’s violations of the EFTA and Regulation E, Plaintiff and Class
7 Members are entitled to recover statutory damages in the amount of “the lesser of
8 \$500,000 or 1 per centum of the net worth of the defendant.”¹⁴

9 190. Pursuant to 15 U.S.C. § 1693(m), Plaintiff and Class Members are also
10 entitled to recover costs of suit and attorneys’ fees from Defendant.

11 **FIFTH CAUSE OF ACTION**
12 **UNJUST ENRICHMENT**
13 **(On behalf of Plaintiff and the Classes)**

14 191. Plaintiff hereby incorporates by reference the allegations contained in
15 the preceding paragraphs of this Complaint.

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

23 193. By means of Defendant’s wrongful conduct alleged herein, Defendant
24 knowingly assessed membership fees upon Plaintiff and the members of the Classes
25 that are unfair, unconscionable, and oppressive.

26 ¹² 12 C.F.R. Part 205, Supp. I, § 205.10(b), cmt. 2.

27 ¹³ 15 U.S.C. § 1693(m).

28 ¹⁴ *Id.* § 1693(m)(a)(2)(B).

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

3 195. Defendant appreciated or had knowledge of the benefits conferred upon
4 them by Plaintiff and Class members.

5 196. As a result of Defendant's conduct, Plaintiff and Class members suffered
6 actual damages in an amount equal to the monies paid to Defendant through its
7 membership.

8 197. Under principles of equity and good conscience, Defendant should not
9 be permitted to retain the money belonging to Plaintiff and Class Members because
10 Defendant has obtained that money through misrepresentations and omissions.

11 198. Defendant should be compelled to disgorge into a common fund for the
12 benefit of Plaintiff and Class members all unlawful or inequitable proceeds received
13 through its automatically renewing membership.

14 **REQUEST FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and on behalf of the members of the
16 Classes, respectfully request that the Court:

- 17 a. Certify this case as a class action, designating Plaintiff as class
18 representative and designating the undersigned as Class Counsel;
- 19 b. Declaring that Defendant's conduct violates the statutes set forth above;
- 20 c. Award Plaintiff and the Classes actual damages in amount according to
21 proof;
- 22 d. Award Plaintiff and the Classes restitution in an amount to be proven at
23 trial;
- 24 e. Award Plaintiff and the Classes pre-judgment interest in the amount
25 permitted by law;
- 26 f. Award Plaintiff and their attorneys fees and costs as permitted by law;
- 27 g. Declare Defendant's practices outlined herein to be unlawful;
- 28 h. Enjoin Defendant from engaging in the practices outlined herein;

- 1 i. Grant Plaintiff and the Classes a trial by jury;
- 2 j. Grant leave to amend these pleadings to conform to evidence produced
- 3 at trial; and
- 4 k. Grant such other relief as the Court deems just and proper, including all
- 5 forms of relief provided for under the UCL, FAL, CLRA, and EFTA.

JURY DEMAND

6
7 Plaintiff, by counsel, demand trial by jury.

8
9 Dated: March 18, 2025

Respectfully submitted,

10 **KALIELGOLD PLLC**

11 */s/ Sophia G. Gold* _____

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26 * *Pro Hac Vice* applications granted

27 *Counsel for Plaintiff and the Proposed Classes*

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