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2026 MAY 11 10:00 AM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 26-2-15488-1 SEA

**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

HOMEAGLOW, INC. D/B/A  
DAZZLING CLEANING, a Delaware  
corporation; ABAP PARTNERS, LLC,  
a Delaware company; AARON CHEUNG,  
an individual; and XIAO WEI CHEN,  
an individual,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE AND  
OTHER RELIEF

Plaintiff, State of Washington (State), by and through its attorneys Nicholas W. Brown, Attorney General, and Bret Finkelstein, Zorba Leslie, and Daniel Allen, Assistant Attorneys General, brings this action against Defendants Homeaglow, Inc., ABAP Partners, LLC, Aaron Cheung, and Xiao Wei Chen, (collectively, Defendants). The State alleges that Defendants engaged in unfair or deceptive acts or practices in violation of the Consumer Protection Act, RCW 19.86, by deceptively advertising its discounted home cleaning service, unfairly and deceptively charging customers for an automatically renewing membership, and charging those consumers for the membership without their consent. The State also alleges that Defendants unfairly and deceptively manipulated customer reviews on its websites and third-party review websites. The State alleges the following on information and belief:

## I. INTRODUCTION

1.1 Defendant Homeaglow, Inc. (Homeaglow) is an on-demand cleaning services company. Homeaglow matches independent cleaners with consumers seeking home and other cleaning services. Homeaglow charges consumers for providing that service.

1.2 Since April 2018, when Homeaglow introduced its ForeverClean membership, Defendants have duped thousands of Washington consumers into enrolling in ForeverClean, costing those consumers \$59 per month for a membership they did not knowingly sign up for. Defendants use manipulative, coercive, and deceptive designs to trick consumers into enrolling in ForeverClean when those consumers believe they are purchasing a single instance of home cleaning with no strings attached.

1.3 Homeaglow's deceptive and unfair conduct starts with its widespread advertising campaign telling consumers they can purchase three hours of high-quality home cleaning for just \$19.

1.4 What Defendants' ads do not say is that after consumers pay the advertised \$19 rate they will be on the hook for much, much more.

1.5 That is because Defendants require all new customers who accept this deal to enroll in its ForeverClean membership which costs \$59 per month for a minimum of six months. The minimum a customer will pay over that full period is \$373.

1.6 When customers eventually learn they have been enrolled in ForeverClean and ask to cancel the membership they do not want, Defendants require them to pay an exorbitant early termination fee.

1.7 Defendants further deceive consumers by advertising that Homeaglow's customer reviews average 4.8 stars. In fact, that rating excludes reviews Defendants suppress from publication on Homeaglow's website.

1.8 Defendants, led by co-founders Aaron Cheung and Xiao Wei Chen, routinely updated their websites and purchase flow to ensure consumers continued to be enrolled in

1 ForeverClean at high rates. That high rate of membership enrollments was due in large part to  
2 Defendants' unfair and deceptive advertising and membership disclosures.

3 1.9 As a result, many Washington consumers have been left paying for automatically  
4 renewing ForeverClean memberships they never wanted or even knew they were paying for.

## 5 II. PARTIES

6 2.1 The Plaintiff is the State of Washington. The Attorney General is authorized to  
7 commence this action pursuant to RCW 19.86.080 and RCW 19.86.140. The Washington State  
8 Attorney General's Office created the Consumer Protection Division to detect, investigate, and  
9 prosecute any act prohibited or declared to be unlawful under the Washington Consumer  
10 Protection Act.

11 2.2 Defendant Homeaglow, Inc. is a Delaware corporation with its principal place of  
12 business in Austin, Texas. It is registered to do business in Washington and its Unified Business  
13 Identifier Number is 604 087 475. Homeaglow is a closely-held corporation controlled by  
14 Defendants Aaron Cheung and Xiao Wei Chen. Homeaglow also does business under the names  
15 Dazzling Cleaning, Cozy Maid, Bubbly Cleaning, Dapper Maids, and AT Maid.

16 2.3 Defendant ABAP Partners, LLC (ABAP Partners), is a Delaware limited liability  
17 company with its principal place of business located in Austin, Texas. ABAP Partners is a wholly  
18 owned subsidiary of Homeaglow. ABAP Partners has provided services to Homeaglow through  
19 an Intercompany Services Agreement. ABAP Partners and its employees act at the direction of  
20 Defendants Homeaglow, Aaron Cheung, and Xiao Wei Chen, and otherwise functionally serve  
21 as Homeaglow employees.

22 2.4 Defendant Aaron Cheung (Cheung) resides in Texas. At all times material to this  
23 Complaint, Cheung was the co-founder, President of the Board of Directors, and Chief Executive  
24 Officer (CEO) of Defendant Homeaglow; and 50% owner of Defendant ABAP Partners.

25 2.5 Defendant Xiao Wei Chen (Chen) resides in Texas. At all times material to this  
26 Complaint, Chen has been the co-founder, Secretary of the Board of Directors, President and/or

1 Chief Operating Officer (COO) of Defendant Homeaglow; and 50% owner of Defendant  
2 ABAP Partners.

### 3 **III. JURISDICTION AND VENUE**

4 3.1 The State files this Complaint and institutes these proceedings under the  
5 provisions of the Consumer Protection Act, RCW 19.86. The Attorney General has the authority  
6 to commence this action as conferred by RCW 19.86.080 and RCW 19.86.140.

7 3.2 Defendants have engaged in the conduct set forth in this Complaint in  
8 King County and elsewhere in the State of Washington.

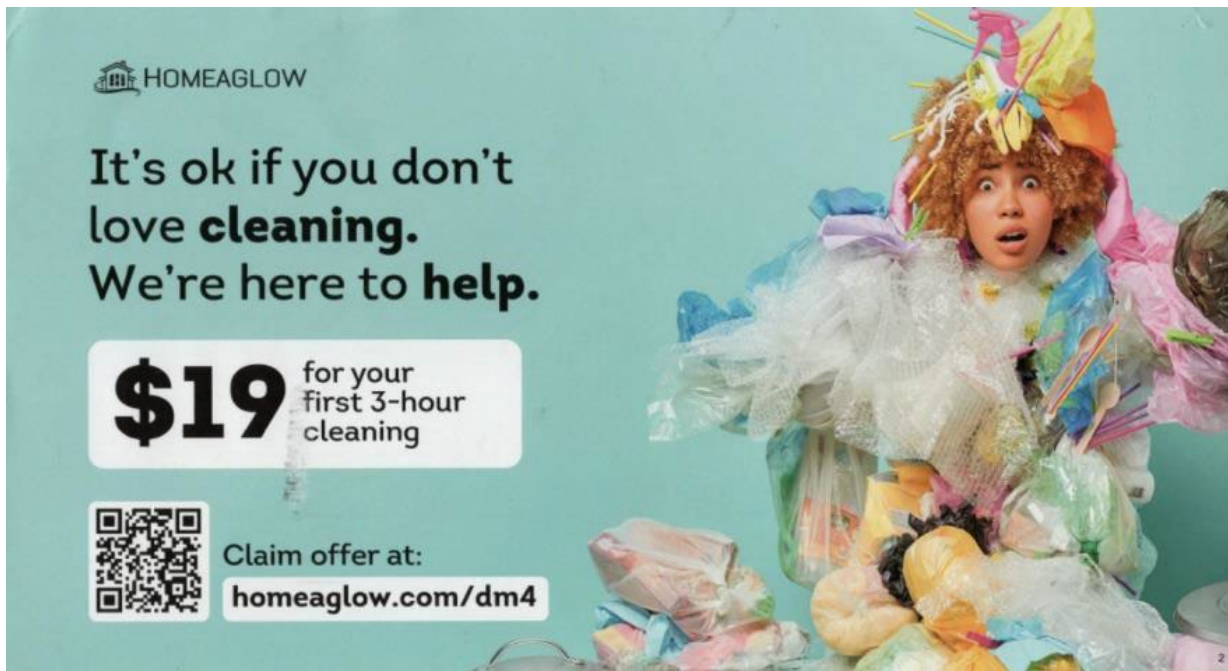
9 3.3 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and  
10 Court Rule 82 because Defendants transact business in King County. Defendants also engaged  
11 in the conduct set forth in this Complaint in King County and elsewhere in the State of  
12 Washington.

### 13 **IV. FACTUAL ALLEGATIONS**

14 4.1 Homeaglow is an on-demand cleaning services company. Homeaglow operates  
15 two primary websites that are nearly identical: <https://www.homeaglow.com/> and  
16 <https://www.dazzlingcleaning.com/> (the Websites). It is through the Websites that consumers  
17 purchase cleaning services from Homeaglow and enroll in Homeaglow’s automatically renewing  
18 membership, ForeverClean.

#### 19 **A. Homeaglow Deceptively Advertises its Deeply Discounted Cleaning Offer**

20 4.2 For years, Defendants deceptively advertised “Get Clean for \$19” and other similar  
21 offers, all of which offer the same deeply discounted cleaning: three hours of cleaning for \$19. Their  
22 high volume and widespread ads are delivered to consumers on social media, the internet, television,  
23 and in other media.



4.3 However, Defendants have never advertised nor clearly and conspicuously disclosed that when consumers purchase the advertised \$19 cleaning, they are also on the hook for a \$59-per-month automatically renewing membership called ForeverClean. Reasonable consumers believe they are simply purchasing a single discounted trial cleaning with the opportunity to purchase additional cleanings at a regular rate.

4.4 The \$59 per month consumers pay for ForeverClean membership does not purchase any cleanings. Membership simply provides those consumers with the opportunity to pay for additional cleanings without having to pay Defendants' \$30 per hour markup on the cleaners' rates.

4.5 Nor does Homeaglow advertise that every cleaning includes a transaction fee between 5-15%.

**B. Homeaglow Publishes and Advertises Deceptive Customer Reviews**

4.6 Defendants publish "verified customer reviews" on their Websites and advertise those reviews in its marketing materials.

1           4.7     After a cleaner completes a cleaning for a Homeaglow customer, Homeaglow  
2 contacts the customer and requests that they rate the cleaner’s work. Customers are invited to rate  
3 the cleaner on a five-point scale and leave comments.

4           4.8     According to Homeaglow’s website, it has 4,849 “verified customer reviews”  
5 averaging 4.8 out of 5 stars:

## Verified Customer Reviews

Sort by: **Location** ▾

4.8 ★★★★★ 4,849 Homeaglow ratings



### 100% Verified Reviews

All reviews are from people who have redeemed discount vouchers with Homeaglow.

TA

Tiffany A.  
Kent, WA

★★★★★ about 14 hours ago

Chel C did a wonderful job. She is thorough, kind, and patient. It was so wonderful to have her in my home. Looking forward to working with her again many times in the future.

EP

Emily P.  
Seattle, WA

★★★★☆ about 21 hours ago

Appreciate her hard work and know she was dealing with an injury but she was only able to get to 2 of 7 rooms in 3 hours, which means I need to schedule another appointment asap.

ME

Mona E.  
Redmond, WA

★★★★★ 1 day ago

Jintana did amazing job! The house looks fresh and clean. Very professional, reliable, and friendly. I'll definitely book again.

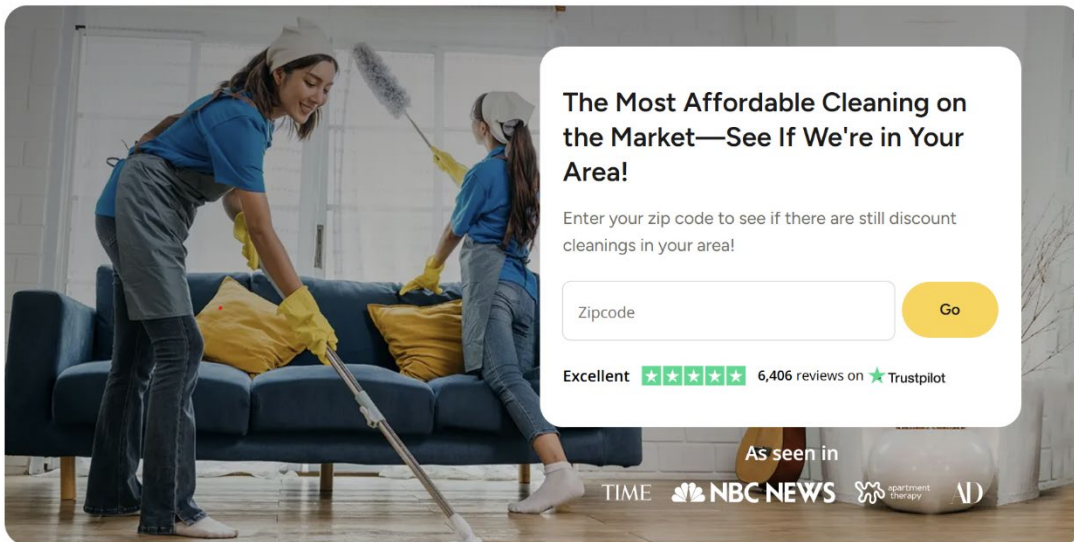
1           4.9     The number of “verified customer reviews” (4,849) and star rating (4.8) advertised  
2 on Defendants’ Websites has not changed in years.

3           4.10    The customer reviews Defendants publish on its Websites say nothing about  
4 ForeverClean membership or other Homeaglow business practices. The reviews only discuss the  
5 customer’s alleged experience with an individual cleaner.

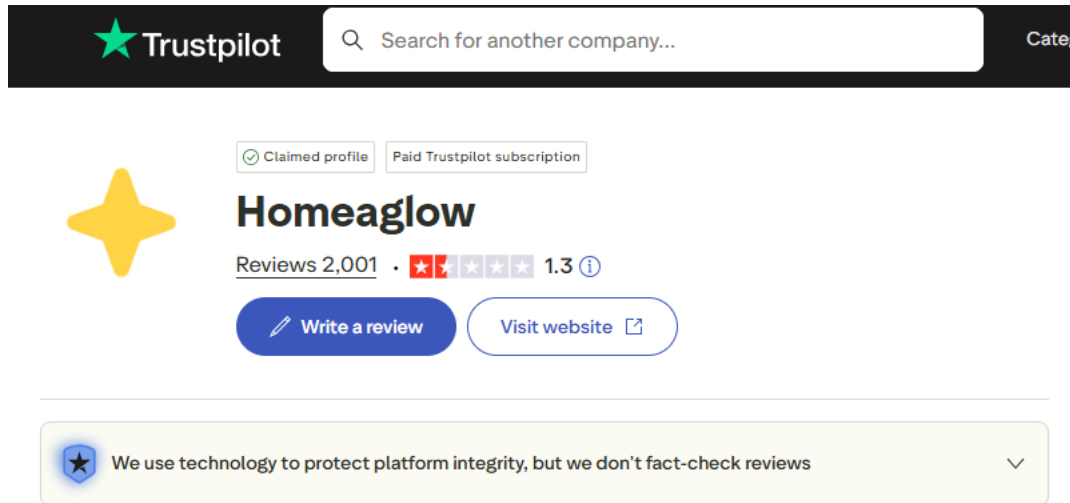
6           4.11    Sometimes customers send Homeaglow reviews on other topics or they leave  
7 negative feedback related to Homeaglow’s business, including the ForeverClean membership.  
8 When customers send Homeaglow those reviews, Defendants do not publish them on their  
9 Websites and they do not include the star rating in the overall 4.8-star average.

10          4.12    Until recently, Homeaglow also advertised on its website an “Excellent” 5-star  
11 rating based on 6,406 reviews from TrustPilot, a third-party review website:

12           ✦ homeaglow



1           4.13    However, Trustpilot’s website reflects an average of just 1.3 stars for Homeaglow  
2 based on just over 2,000 reviews:



### Review summary ✨

Based on reviews, created with AI

Most reviewers were let down by their experience overall. Customers express widespread dissatisfaction with the service provided by the company. Many consumers report unexpected charges and hidden fees, particularly concerning subscriptions they were allegedly enrolled in without explicit consent. The cancellation process is a significant pain point for people, with reports of high cancellation fees and difficulties in getting the subscription cancelled.

Consumers also voice concerns about the pricing structure, considering it too expensive for the service received. Some reviewers mention issues with cleaners, including no-shows or substandard cleaning. The opinions about the staff are mixed. Overall, people report a frustrating experience, especially when trying to resolve issues or seek assistance.

20           4.14    In August 2025, TrustPilot sent a cease-and-desist letter to Homeaglow stating that  
21 TrustPilot had detected a high volume of fabricated reviews on its platform related to Homeaglow.  
22 Shortly thereafter, Homeaglow’s profile on TrustPilot changed from an “Excellent” rating to the  
23 current 1.3-star rating, and the number of published Homeaglow reviews on TrustPilot decreased  
24 from over 6,000 to just 2,000.

25           4.15    Despite these actions, until very recently, Defendants continued to falsely advertise  
26 on their Websites an “Excellent” rating from TrustPilot based on 6,406 reviews.

1           4.16    In contrast to Homeaglow’s advertised 4.8-star rating, the Better Business Bureau  
2 has received over 3,300 complaints about Homeaglow in the past 3 years, issued three consumer  
3 alerts, and gives Homeaglow an F Rating.

4   **C.     Homeaglow’s Business Model Depends on ForeverClean Membership Fees**

5           4.17    Homeaglow maintains two pricing models for consumers, the “standard” pricing  
6 model and the “membership” pricing model.

7           4.18    Under the standard pricing model, consumers are charged the cleaner’s hourly  
8 rate (typically \$20-\$30 per hour), a mark-up of \$30 per hour, plus a per transaction fee of 5-15%.

9           4.19    Under the membership pricing model, ForeverClean members pay the cleaner’s  
10 hourly rate and the transaction fee. ForeverClean members do not pay Homeaglow’s \$30 per  
11 hour mark-up. Instead, they pay a \$59 monthly membership fee.

12          4.20    Nowhere on its Websites nor in any advertising do Defendants promote the  
13 standard pricing model. Instead, Defendants heavily promote their deeply discounted first  
14 cleaning offer: three hours of cleaning for just \$19. Consumers who accept that offer are  
15 automatically enrolled into Defendants’ automatically renewing ForeverClean membership  
16 without any further action.

17          4.21    Defendants require consumers enrolled in ForeverClean to pay \$59 per month for  
18 a minimum of six months. The \$59 per month consumers pay to be a ForeverClean member buys  
19 them no cleanings. Instead, a ForeverClean membership gives those consumers the opportunity  
20 to purchase additional cleanings without incurring Homeaglow’s \$30 per hour markup.

21          4.22    Defendants’ ForeverClean membership offer is a negative option. A negative option  
22 is an offer for services under which the customer’s silence or failure to take affirmative action to  
23 reject the service or to cancel the agreement is interpreted by the seller as acceptance of the offer.

1 **D. Homeaglow Tricks Consumers into Signing up for its ForeverClean Membership**

2 4.23 Many Washington consumers purchasing a \$19 cleaning from Homeaglow do not  
3 understand they are also committing themselves to enroll in the automatically renewing  
4 ForeverClean membership at a cost of \$59 per month for at least six months.

5 4.24 Instead, many Washington consumers come to Defendants' Websites<sup>1</sup> expecting to  
6 buy a single trial cleaning for \$19. Throughout the process of purchasing the \$19 cleaning (the  
7 purchase flow), Homeaglow repeatedly reminds consumers in bold and conspicuous type both that  
8 they could "cancel at anytime" and that their purchase is "fully refundable." Reasonable consumers  
9 are left with the net impression that—at most—they are committing to paying \$19 for three hours  
10 of cleaning. Defendants' messaging emphasizes a lack of commitment and encourages consumers  
11 to purchase a discounted cleaning without scrutinizing any detailed terms and conditions.

12 4.25 On Defendant's landing page (e.g., try.homeaglow.com/deal), consumers are  
13 presented with three options including the advertised three hours of cleaning for \$19, discounted  
14 from \$75, or 75% off. After consumers select their preferred option, they can click "Get Clean!"  
15 without scrolling any further. Defendants do not include any clear and conspicuous disclosures of  
16 the material terms of the automatically renewing ForeverClean membership adjacent to  
17 these options.

18 4.26 From this early stage in the purchase flow, Defendants confront consumers with a  
19 "Time Left" clock in conspicuous red type, counting down from ten minutes, and a warning that  
20 there are "Only X Vouchers Remaining." Typically, the number of "vouchers" (*i.e.*, discounted  
21 cleanings) remaining are 10 or fewer. The countdown and vouchers remaining warning follow the  
22 consumer as they scroll and click through the purchase flow. These features have the effect of  
23 rushing consumers through the purchase process.

24  
25 

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<sup>1</sup> The descriptions of Defendants' Websites in this Complaint reflect those Websites as they have existed  
26 at various times from April 2018 when ForeverClean launched through the present. Defendants' have made certain  
changes to the Websites such that some of the descriptions herein are not present on the current Websites.

1           4.27    The countdown and vouchers remaining warnings are fictional; if the clock goes to  
2 zero it restarts at 10:00 and begins counting down once again. The vouchers remaining warning is  
3 not a true indicator of actual cleanings available in the consumer’s area. Defendants created these  
4 fictitious design elements to create false senses of demand and scarcity, and to invoke urgency in  
5 consumers.

6           4.28    Consumers need not scroll any further down the landing page and instead can select  
7 their deal and click “Get Clean!” to move to the next page of the purchase flow. Consumers who  
8 choose to scroll further will find an engaging, colorful image explaining “How Homeaglow  
9 Works.” It reads in large, bold type: “1. Purchase Voucher, 2. Schedule Cleaning Online, 3. Relax.”  
10 Consumers also learn what services are included in the cleaning, premium services they could add,  
11 and Homeaglow’s purported 4.8-star rating.

12           4.29    For those users who scroll nearly to the bottom of the page, they *could* find in  
13 standard, black-and-white font, Homeaglow’s “terms & conditions” or “the fine print.” That  
14 disclosure provides consumers with *some* information about the membership, but it is not clear and  
15 conspicuous, and it does not include all material terms of the membership.

16           4.30    Those consumers who click “Get Clean!” on the first page of the purchase flow land  
17 on the second page entitled “Contact.” The Contact page requires consumers to enter their name,  
18 email address, and zip code. Consumers do not create an account, a step that might indicate an  
19 ongoing relationship. The Contact page continues to promote Homeaglow’s service, but it does not  
20 include any disclosure about the automatically renewing ForeverClean membership. The  
21 countdown and vouchers remaining warnings follow consumers to this page, continuing to create a  
22 sense of high demand, scarcity, and urgency.

23           4.31    The purchase flow continues next on the “Review” page. Unlike the “Select,”  
24 “Contact,” and “Checkout” pages, consumers enter no information on this page; their sole task is to  
25 click the large, yellow “Continue” button. Here, Defendants present *some* information about the  
26 automatically renewing ForeverClean membership. These disclosures, however, are neither clear

1 nor conspicuous; they are in standard, black-and-white font, surrounded by distracting images and  
2 bold type highlighting the benefits of Homeaglow.

3 4.32 Next consumers move to the Checkout page. For most of the relevant period, the  
4 Checkout page required consumers to enter their payment information directly underneath the  
5 ten-minute countdown and vouchers remaining warning, and it provided no information to the  
6 consumer that they were committing to payment of hundreds of dollars for ForeverClean  
7 membership. In recent months Defendants have added some disclosures under the heading “From  
8 our Legal Team,” but most of the disclosures are via hyperlink or are otherwise unclear and/or  
9 inconspicuous.

10 4.33 To complete the transaction, consumers click “Purchase & Schedule.” That button  
11 does not demonstrate the consumer’s express informed consent to charge their credit card \$59 per  
12 month. Instead, a reasonable consumer would understand they are simply purchasing a single, three-  
13 hour, \$19 cleaning.

14 4.34 Next a consumer can schedule the discounted cleaning they just purchased. The  
15 “Schedule” page is a seamless element of the purchase process. At the bottom of the scheduling  
16 page, the total price is “Free” because the consumer has already purchased the cleaning. Above the  
17 total is a purported agreement to Homeaglow’s terms and conditions and a large “I Agree, Get  
18 Clean” or “Book Cleaning!” button.

19 4.35 After a consumer schedules and completes the cleaning, and without any further  
20 action by the consumer, Defendants automatically enroll them in ForeverClean and immediately  
21 charge them \$59 for the first month. Homeaglow does not notify consumers of the monthly charge  
22 via invoice, reminder emails, text messages, or otherwise. ForeverClean memberships renew  
23 automatically, charging consumers on a recurring basis unless they take affirmative action to cancel.

24 **E. Homeaglow Charges Consumers Hundreds of Dollars to Cancel the Membership**

25 4.36 Once enrolled in the ForeverClean membership, Defendants require those  
26 consumers to remain members and pay the \$59 membership fee for at least six months.

1 4.37 If a consumer wishes to cancel their membership prior to the expiration of the  
2 six-month period, Defendants charge them an early termination fee (ETF). Defendants do not  
3 clearly and conspicuously disclose the amount of the ETF at any time prior to asking consumers to  
4 pay it. In fact, Defendants actively mislead consumers about the amount of the ETF in the purchase  
5 flow, saying: “cancelling before 6 months results in your first cleaning being charged at full price.”  
6 A reasonable consumer would understand “full price” to mean the difference between the amount  
7 they paid for their first cleaning (e.g., \$19 for 3 hours) and the crossed out regular price (e.g., \$75),  
8 or just \$56. Indeed, Defendants advertise the \$19 cleaning as “75% off”:

9

10 **Limited quantities-lock in your savings now.**  
100% refundable if not used!

11  Only 8 Discount Vouchers Remaining

12  Time Left 04:04

13 **Get a Discount Voucher**

14 Two, Three, Four, or Six Hours of Cleaning from  
Homeaglow (Up to 82% Off)

15

16  **2 Hours of cleaning** ~~\$50~~ **\$9\***  
Ideal for a quick touch up 82% OFF

17  **3 Hours of cleaning** ~~\$75~~ **\$19\***  
Ideal for 1 bed/1 bath homes 75% OFF

18  **4 Hours of cleaning** ~~\$100~~ **\$39\***  
Ideal for 2 bed/2 bath homes 61% OFF

19  **6 Hours of cleaning** ~~\$150~~ **\$79\***  
Ideal for larger homes 47% OFF

20

21

22 \*Vouchers cover the full price of your first cleaning. Don't  
worry - your cleaner will be paid in full!

23

24 **Get clean!**

25 4.38 Defendants’ invoices for individual cleanings likewise show that the “full price” for  
26 a cleaning is the \$75 regular price shown above plus the transaction fee and sales tax.

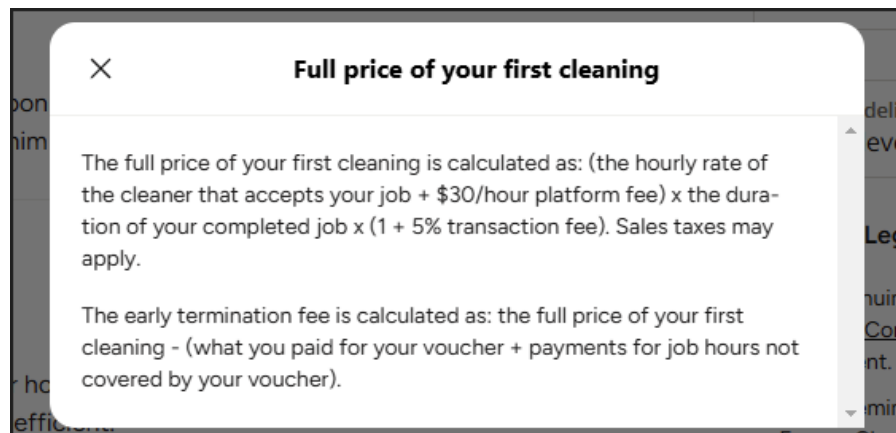
1 4.39 In reality, the amount Defendants charge consumers for the ETF is significantly  
2 higher. Defendants calculate the ETF using “full price” under the standard pricing model. For  
3 example, if a consumer purchased a 3-hour cleaning from a cleaner with an hourly rate of \$20  
4 per hour, Defendants determine “full price” to be \$172.50:  $((\$20/\text{hr} + \$30/\text{hr}) * 3 \text{ hours})$  plus the  
5 15% transaction fee. After deducting the \$19 purchase price, Defendants charge this consumer  
6 \$153.50 for the ETF, \$97.50 more than a reasonable consumer would expect.

7 4.40 Defendants do not reduce the ETF by any monthly ForeverClean charges the  
8 consumer has already paid. Thus, a consumer who purchased a three-hour cleaning for \$19 and  
9 remained a ForeverClean member for five of the six required months would still have to pay the  
10 full \$153.50 ETF despite having already paid \$295 in monthly ForeverClean membership dues.

11 **F. In Response to Governmental Inquiries and Threats of Litigation, Homeaglow**  
12 **Slowly Starts Adding More Disclosures About ForeverClean**

13 4.41 Despite increasing scrutiny from regulators since 2023, Defendants’ still fail to  
14 provide clear and conspicuous disclosures of the material terms of the ForeverClean membership,  
15 including the amount of the early termination fee.

16 4.42 For example, in 2024, Defendants began adding a “tooltip” disclosure purporting to  
17 explain the calculation of the ETF. The tooltip is neither clear nor conspicuous. First, consumers  
18 must find and click on the hyperlink to open the tooltip (while under the time pressure of the  
19 countdown timer). Even if they were to open it, they are met with the following arithmetic:



1 4.43 At the time of purchase, consumers do not know “the hourly rate of the cleaner that  
2 accepts [their] job.” Consumers should not have to decipher complex formulas with unknown  
3 variables in order to understand the amount they will have to pay to cancel a membership.

4 **G. Washington Consumers Are Harmed by Defendants’ Unfair and Deceptive Acts**  
5 **and Practices**

6 4.44 Washington consumers have repeatedly paid Defendants significantly more than  
7 Homeaglow advertises.

8 4.45 One Washington consumer living in West Richland, Washington saw a Homeaglow  
9 ad on Facebook in January 2025. Like many consumers, she was attracted by the highly discounted  
10 rate and presumed it was an introductory rate aimed at winning repeat customers. Once on the  
11 Homeaglow website, she felt rushed by the ten-minute countdown and quickly purchased a  
12 six-hour cleaning for \$79. After the first cleaning, Defendants enrolled her in ForeverClean and  
13 charged her \$49 for ForeverClean membership fees in each of January and February 2025 despite  
14 the consumer not receiving any further cleaning services. Only later did she learn of the membership  
15 and early termination fee. She paid \$358.50 to cancel ForeverClean. Homeaglow explained the fee  
16 was calculated as:

17 *The \$358.50 early termination fee is the difference between your 1st cleaning's full price*  
18 *without your ForeverClean discount of \$477.75 ((\$35.00 cleaner + \$30.00 platform)/hr x 7*  
19 *hrs + 5% transaction fee) and your voucher-discounted price \$119.25 (\$79.00 voucher cost*  
*+ \$40.25 price of job hours not covered by voucher)*

20 In total, this Washington consumer paid Homeaglow \$600.75 for a single seven-hour cleaning  
21 advertised at \$79. Many other Washington consumers have had similar experiences.

22 4.46 Other Washington consumers have elected not to pay the early termination fee.  
23 Many of these consumers made the calculation that paying the six-monthly membership fees would  
24 cost less than paying the early termination fee. One consumer from Bellingham purchased what he  
25 thought was a one-time move-out cleaning. After the first cleaning, Homeaglow enrolled him in  
26 ForeverClean and charged him \$49 for the first monthly ForeverClean membership fee in

1 August 2024. After noticing the membership fee, he learned of the membership and early  
2 termination fee. This consumer calculated it would be less expensive to pay the five remaining  
3 months of ForeverClean membership fees than pay over \$300 for the early termination fee. Despite  
4 receiving no further cleaning services, Defendants charged him \$49 per month through  
5 January 2025. In total, he paid \$442 for a cleaning advertised to cost just \$79.

6 4.47 There are many other examples. Defendants' unfair and deceptive conduct has  
7 resulted in thousands of Washington consumers having been unknowingly enrolled in ForeverClean  
8 and costing them hundreds of dollars each.

9 **H. Defendants Aaron Cheung and Xiao Wei Chen Participated in, Directed, and**  
10 **Approved of Defendants' Illegal Conduct**

11 4.48 Defendant Cheung, as Homeaglow's co-founder and CEO, and Defendant Chen, as  
12 Homeaglow's co-founder, COO, and President, led, participated in, and approved of the conduct  
13 described herein. Cheung and Chen direct, control, and coordinate Homeaglow's business,  
14 including decisions regarding corporate-wide issues, operations, policies, legal matters, contracts,  
15 purchasing, public affairs, revenue management, advertising, and marketing. Defendants Cheung  
16 and Chen are the controlling shareholders of Homeaglow and they have exerted near total control  
17 over Homeaglow's operations.

18 **V. CAUSE OF ACTION**  
19 **(Unfair or Deceptive Acts in Violation of the Consumer Protection Act, RCW 19.86.020)**

20 5.1 Plaintiff re-alleges Paragraphs 1.1 through 4.48 and incorporates them as if set forth  
21 fully herein.

22 5.2 Upon information and belief, Defendants engaged and continue to engage in  
23 unfair and deceptive conduct in trade or commerce affecting Washington consumers, including  
24 but not limited to the following:

- 25 a. Deceptive advertising of Homeaglow's offer of three hours of cleaning  
26 for \$19 and similar offers;



1 DATED this 11th day of May, 2026.

2  
3 NICHOLAS W. BROWN  
4 Attorney General

5 /s/ Bret Finkelstein

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