

Francis J. “Casey” Flynn, Jr. #304712
 casey@lawofficeflynn.com
LAW OFFICES OF
FRANCIS J. FLYNN, JR.
 6057 Metropolitan Plz.
 Los Angeles, CA 90036
 Tele: 314-662-2836

Joseph Lyon, #351117
 jlyon@thelyonfirm.com
THE LYON FIRM
 2754 Erie Avenue
 Cincinnati, Ohio 45208
 Tele: 513-381-2333
 Fax: 513-766-9011

*Attorneys for Plaintiff and the Proposed
 Class and Subclass*

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

LINDA LARSON, individually and on
 behalf of all others similarly situated,

Plaintiffs,

v.

JUSTANSWER LLC

Defendant.

Case No. 2:25-cv-10174

CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:

**(1) Violation of the Electronic Funds
 Transfer Act 15 U.S.C. 1693, et seq.**

**(2) Violation of the Texas Deceptive
 Trade Practices-Consumer
 Protection Act (DTPA) (Tex. Bus. &
 Com. Code §§ 17.41, et seq.)**

(3) Violation of the California

1		Automatic Renewal Law (Bus. & Prof. Code, § 17600, <i>et seq.</i>)
2		
3		(5) Violation of the California Unfair Competition Law Business and Professions Code section 17200, <i>et seq.</i>)
4		
5		
6		(6) Conversion
7		
8		(7) Negligent Misrepresentation
9		
10		(8) Unjust Enrichment
11		<u>AND FOR INJUNCTIVE RELIEF ONLY FOR:</u>
12		
13		(4) Violation of the California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, <i>et seq.</i>)
14		
15		JURY TRIAL DEMANDED
16		

17 COMES NOW, Plaintiff LINDA LARSON (“Plaintiff”), individually and on
18 behalf of all others similarly situated as defined below, and states as follows:

19 **JURISDICTION AND VENUE**

20 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331
21 because Plaintiff’s claims raise a federal question under the Electronic Funds
22 Transfer Act 15 U.S.C. 1693, *et seq.*

23 2. This Court also has subject matter jurisdiction pursuant to 28 U.S.C.
24 §1332(d)(2)(A) because this case is a class action where the aggregate claims of all
25 members of the proposed class and subclass are in excess of \$5,000,000.00,
26 exclusive of interest and costs, there are 100 or more members of the proposed class
27

1 and subclass, and at least one member of the proposed class and subclass, including
2 Plaintiff, is a citizen of a state different than JustAnswer.

3 3. This Court has personal jurisdiction over JustAnswer because
4 JustAnswer conducts business in California, including within this District.
5 Defendant is headquartered in this District and, therefore, has sufficient minimum
6 contacts with this state.

7 4. Under 28 U.S.C. 1391, venue lies in this District because JustAnswer
8 maintains its principal place of business within this District and makes decisions
9 related to its marketing and/or advertising and/or promotion of its answer service
10 from its headquarters and are thus subject to the court's personal jurisdiction as
11 indicated above. Additionally, this action is brought in this District because it is the
12 District in which JustAnswer has its principal place of business and/or is doing
13 business. *See, Exhibit A*, Venue Affidavit.

14 **PARTIES**

15 5. Plaintiff Linda Larson ("Plaintiff Larson") is a citizen of the State of
16 Texas, residing in the state of Texas.

17 6. Defendant JustAnswer LLC ("JustAnswer") is a limited liability
18 company organized under the laws of Idaho with its principal place of business
19 located at 440 N Barranca Avenue #7508 located in Covina, California 91723.
20 JustAnswer LLC is wholly owned by JustAnswer Holding Corporation, organized
21 under the laws of Idaho with a principal place of business located in Covina,
22 California. JustAnswer LLC is therefore a citizen of the states of Idaho and
23 California.

24 **JUSTANSWER'S UNFAIR AND/OR DECEPTIVE SCHEME**

25 7. JustAnswer operates a website, www.justanswer.com, on which users
26 can ask "experts" to answer questions on a wide variety of topics, including, among
27
28

1 others, medical, legal, tax, veterinary, computer, and electrical.

2 8. Once someone lands on the website, the User is alleged to be
3 automatically subjected to an arbitration agreement without even knowing it and
4 without consenting to it.

5 9. In pertinent part, the purported Terms of Service state:

6 **1. Acceptance of Terms**

7
8 Welcome to JustAnswer (“Service” or “Site”), owned and
9 operated by JustAnswer LLC (“JustAnswer”). By [...] **using the**
10 **Site in any way, you are agreeing to comply with and be**
11 **bound by this Agreement**, the Privacy Policy, and all rules,
12 policies, and disclaimers posted on the Site or about which you
are notified (collectively “Terms”). Please review all of the
Terms carefully **before** using the Site.

13 **“By using the Site**, you (i) agree to be bound by the Terms, (ii)
14 represent that you are over the age of thirteen (13) and able to
15 form legally binding contracts, (iii) agree and acknowledge that
16 by using the Service you are accepting a benefit that cannot be
17 disgorged, (iv) acknowledge that the service is subject to U.S.
export controls and agree that you will comply with U.S. export
controls, and (v) represent that you are neither located in a
sanctioned country nor a prohibited person.”

18 (Emphasis added).

19 10. Plaintiff and the proposed Class and Subclass use the site before they
20 have even seen the purported terms. And the only way to view the terms is to use the
21 Website.

22 11. JustAnswer does this to keep Complaints against it out of the public
23 view. This is because the purported Terms of Service contain an arbitration provision
24 that JustAnswer attempts to use as a shield to protect itself from court scrutiny.

25 12. Additionally, JustAnswer reserved the right to modify the terms of the
26 purported Terms of Service, including the section on arbitration by “posting on the
27
28

1 website”: “JustAnswer may modify any of the Terms at any time by posting them
2 on the Site” and indicated that “If you do not accept the changes, your sole and
3 exclusive remedy is to cancel your account and discontinue using the Site. The latest
4 Terms will be posted on the Site, and you should always review them prior to using
5 the Site.” But it is impossible to review the terms without visiting the site, as that is
6 where the purported updated terms are posted.

7 13. JustAnswer describes itself in a non-conspicuous link as “a venue for
8 informational and educational purposes, owned and operated by JustAnswer, that
9 exists solely to broker relationships between Experts and potential Customers of
10 those Experts who are interested in purchasing their Expert services. JustAnswer is
11 not in the business of providing or selling information or education that is within any
12 Expert’s area of Expertise.”

13 14. Users can access the JustAnswer website on a standard computer, such
14 as a desktop or laptop, or a mobile device.

15 15. When a user first accesses the JustAnswer website, they are informed
16 they can “[t]alk to doctors, lawyers, vets, [and] more in minutes” and are presented
17 with a box where they can type a question.

18 16. JustAnswer also solicits clients through on-line sites such as:
19 pissedconsumers.com or gethuman.com¹ and Google.com.

20 17. There are a variety of links displayed on these sites that will take the
21 user to the JustAnswer website.

22 18. The JustAnswer website displayed after pressing these links can be
23 confusing to the user as the website will display JustAnswer Playstation Support,
24

25 ¹ Upon information and belief, these websites are set up to assist users in getting
26 customer support assistance from companies such as Groupon, Microsoft or
27 Playstation.
28

1 JustAnswer Groupon Support, JustAnswer Microsoft Support ... etc.

2 19. Some users actually believe they are speaking with those companies’
3 customer support departments.

4 20. As early as October of 2021 and, upon information and belief, at the
5 time that Plaintiff interacted with JustAnswer, JustAnswer did not meaningfully
6 disclose the fact that it was going to automatically renew Plaintiff and members of
7 the proposed Class and Subclass into its subscription program by asking for help on
8 an issue and providing payment for that service.

9 21. See, for example, this exemplar marketing material from about October
10 20, 2021, per Wayback Machine in which there is no reference to a membership fee.



21 <https://web.archive.org/web/20211020140922/https://www.justanswer.com/microsoft-office/>.

22 22. The bold portions of its marketing materials infer that JustAnswer is
23 offering a service - to “ask an expert” (not experts) to “fix your issue” (not issues) –
24 implying a one-time deal. Upon information and belief, after inserting a question
25 into the chatbot box, JustAnswer’s chatbot provides a link to a payment page while
26
27
28

1 it works to connect the user with an expert.

2 23. Upon information and belief, the payment page looks something in
3 material aspects similar to the following:

ASK AN EXPERT *Computer*
online

Fix your issue with expert tech support now
Unlimited conversations—one-time \$1 join fee and **\$55/month**. Cancel anytime.

☒ Credit Card ☐ PayPal

Email
example@email.com

Credit card number
0000 0000 0000 0000

Expiration Security code ZIP / Postal code
MM / YY CVV 12345

By clicking "Confirm now" I agree to the [Terms of Service](#), [Privacy Policy](#), and to be charged the one-time join fee and monthly membership fee above today and each month until I cancel. I can cancel via My Account to avoid future charges.

Confirm now **100% VERIFIED EXPERTS**

Avoid repair premiums. Get the answer you need. Cancel anytime.
Your information is [secure](#).

Powered by JustAnswer

Google DigiCert Secured Site Seal Trustpilot

11 Computer Experts are online now

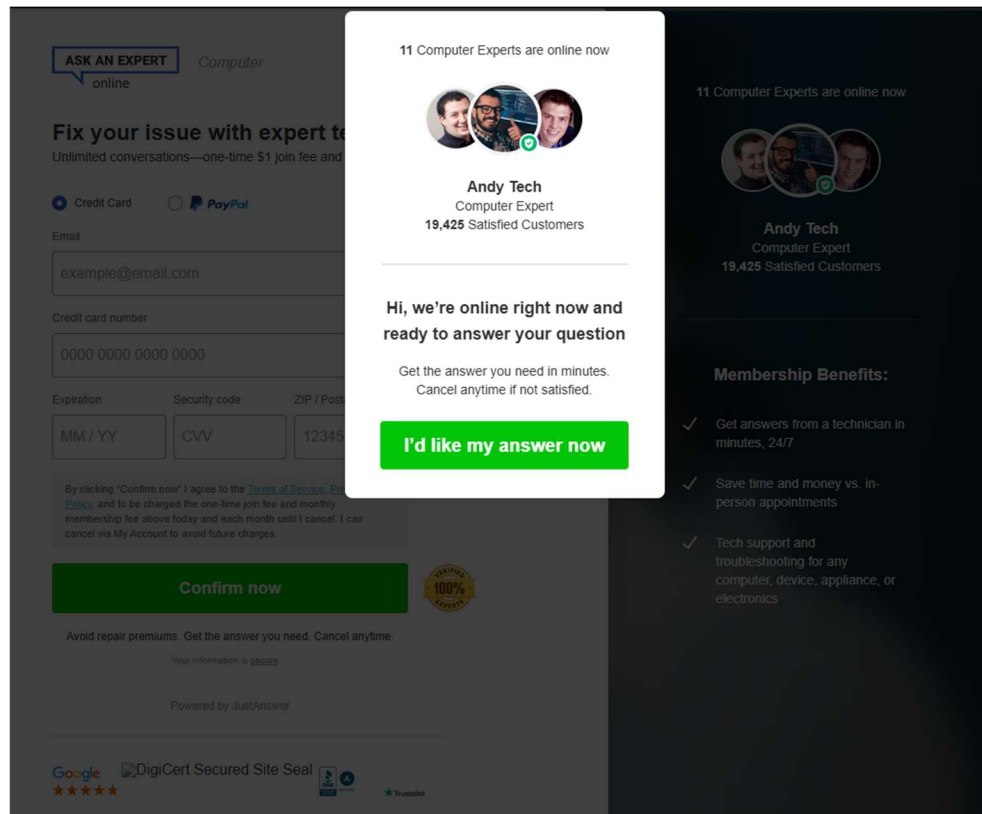
Andy Tech
Computer Expert
19,425 Satisfied Customers

Membership Benefits:

- ✓ Get answers from a technician in minutes, 24/7
- ✓ Save time and money vs. in-person appointments
- ✓ Tech support and troubleshooting for any computer, device, appliance, or electronics

22 24. However, it isn't surprising that those who provide their payment card
23 information to JustAnswer to answer a question are shocked to see that JustAnswer
24 charged more than the initial charge as, upon information and belief, when you move
25 your mouse on the payment screen, the following pop up screen appears, blocking
26 the portion of the website that had any reference (albeit in small fine print with
27

additional areas on the website that already pulls one's attention away) to a monthly fee) and leaving "fix your issue with expert" still large and bold and a bright green "I'd like my answer now" in the largest and/or or most colorful font.



See, https://my-secure.justanswer.com/membershiponly/payment?pqid=0f63bf19cc7640f9b311fb87f2dfde0d&va=599fdbcb1fbc44b29189be7d47b2fb97&vaname=tech_v3_0_1_us_javelin_128305.json&referral=pearlwilson&ppcvertical=tech&spwd=false&scname=tuvnt0nyzwrpdenhcmreew5hbwljq2ftcgfpz25zu0vn&scname=q3jlg10q2fyzf9tru1ftm9ucmlhbf9vbmxbpwl0zwrnb250agx5x0rlc2t0b3bfrhluyw1pyw&r=impact%7c171711%7cask+an+expert+%40+www.askanexpertonline.com+-+link%7c&javatar=askanexpertonline.com&javatarvisitorguid=ebd1b755-2b8f-46d7-f44c-

1 2aa4ea710f93&clickid=rgc2h02vfxykwqorxp11pvq4ukhswrvtes7iys0&aff_sub_id
2 2=askanexpertnta&aff_sub_id3=119056340&aff_sub_id4=3577035bda73a41e000
3 001901252c88fd&javatargaclientid=721496688.1717437093&javatargasessionid=
4 1718294345&_ga=2.74520210.1233772901.1718294345-721496688.1717437093

5 25. The above pop-up screen fails to meaningfully highlight the recurring
6 nature and/or negative option nature of the service, focusing on instead that an expert
7 is “online right now and ready to answer your question” – not questions. The bright
8 large green button indicates “I’d like my answer now” – not click this button to pay
9 for your recurring membership.

10 26. Upon information and belief, in order to get back to the previous screen,
11 the user is required to click the “I’d like my answer now”, which places the user’s
12 cursor parallel to the payment information boxes for Plaintiff and the proposed Class
13 and Subclass to insert their respective payment card information data onto the screen
14 and press the bright green confirm now button.

15 27. Its purportedly happy customers do not even appear to be aware that
16 they are automatically renewed into a subscription program as JustAnswer implies
17 in its marketing that the payment and service is a one-time occurrence:
18
19
20
21
22
23
24
25
26
27
28

What Customers are Saying



My Expert answered my question promptly and he resolved the issue totally. This is a great service. I am so glad I found it I will definitely use the service again if needed.

One Happy Customer

New York

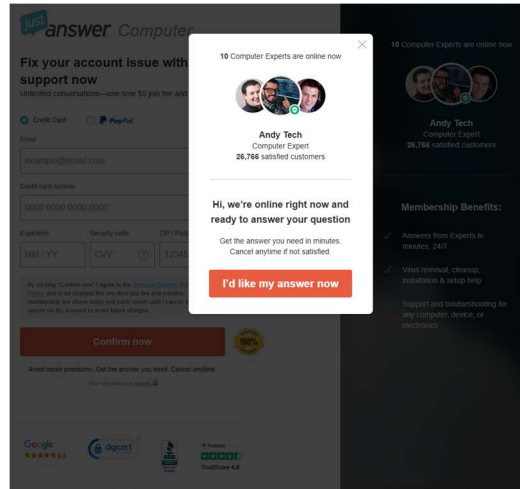
[< Previous](#) | [Next >](#)

28. There are no clear and conspicuous, meaningful disclosures, or otherwise transparent mention of an ongoing membership fee on the landing page of JustAnswer.com. There are no clear and conspicuous, meaningful disclosures, or otherwise transparent mention that there are purported terms that include an arbitration provision that apply upon visiting the website and/or even attempting to viewing purported terms.

29. At all relevant times, the large font, video background, and moving font distract the reader and encourages the reader to enter their request for help in a Chatbox. Once the user enters a question in the box and clicks “Start Chat,” the Chatbot, after asking a series of questions, ultimately takes the user to a payment page substantially similar to the payment page described above pops up blocking the already non-conspicuous, non-transparent language, leaving the words “one-time \$5 join fee and”.

30. Once taken to the payment page, customers pay anywhere between \$1 to \$5 to have their questions answered.

31. However, JustAnswer, at all relevant times, has enrolled these customers in an automatically renewing \$46.00 dollar membership they didn't meaningfully disclose.



32. As another example and as shown in the image above, the page states, in fairly large black print against a white background, what is visible states: “Fix your account issue with support now.”

33. Above that, it states “justanswer Computer.”

34. Below, in smaller print, what remains visible states: “Unlimited conversations—one-time \$5 join fee and”.

35. Then there is a large orange button that says, “Confirm now.”

36. Upon information and belief, the underlined “terms of service” in small font above the big bright colored button on the payment page is a hard to see hyperlink that took the user to another webpage that was entitled Terms of Service, which included, among other things, an arbitration clause, a class action waiver, and a disclaimer that JustAnswer does not “guarantee any particular level of expertise” from their experts and refers to itself as “a Venue”: “The JustAnswer Site is a venue for informational and educational purposes, owned and operated by JustAnswer, that exists solely to broker relationships between Experts and potential Customers of

1 those Experts who are interested in purchasing their Expert services. JustAnswer is
2 not in the business of providing or selling information or education that is within any
3 Expert’s area of Expertise. Users of the Site, not JustAnswer, provide the content in
4 Posts (defined below). The Experts determine which questions to answer; Experts
5 are not employees or agents of JustAnswer but are independent service providers
6 using the Site to sell their Expert knowledge to Customers and, as such, together
7 with Customers, are simply Users of the Site.”

8 37. JustAnswer is unfair in that it conspicuously markets its service as “Ask
9 a question and get an answer to your question from a verified Expert on JustAnswer,
10 the leading Expert question and answer website. Ask an Expert now!” however in
11 hidden in its purported terms: “Use of the term ‘Expert’ by JustAnswer and on the
12 Platform is only meant to describe Users who answer questions on the Platform, and
13 not to guarantee any particular level of expertise of these Experts.”

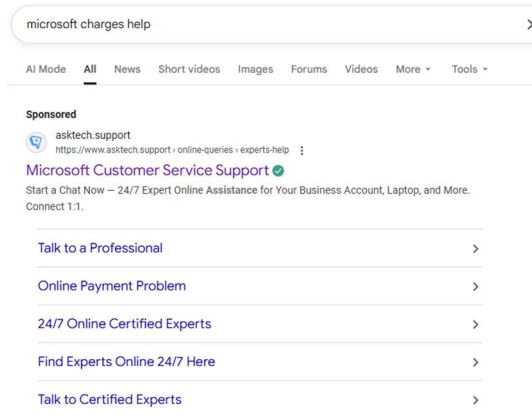
14 38. Yet, to the public, JustAnswer’s marketing page provides: “justanswer
15 Ask Experts & get answers to your questions – ASAP [...] Each Expert on
16 JustAnswer has passed a rigorous application and credential-verification process.”
17 [https://web.archive.org/web/20211115085608/https://www.justanswer.com/general](https://web.archive.org/web/20211115085608/https://www.justanswer.com/general/experts.html)
18 [/experts.html](https://web.archive.org/web/20211115085608/https://www.justanswer.com/general/experts.html) (Archive of Webpage on 11/15/2021).

19 39. This means that Plaintiff and the proposed Class and Subclass did not
20 even get what they paid for – connection to an actual expert.

21 40. JustAnswer induced the Plaintiff and members of the proposed Class
22 and Subclass into adhesion contracts, whose terms are procedurally and
23 substantively unconscionable and failed to provide contract terms that are just and
24 reasonable.

25 41. Without prospective injunctive relief, JustAnswer could continue those
26 practices.

42. In fact, running a search on Google for: Microsoft charges help results in the following response:



43. The fine print at the bottom of the asktech.support screen once you visit the link provides: “Powered by JustAnswer”, so users may not even know they are communicating with JustAnswer, as the interactive part of the website is at the top and follows you as you scroll all the way down – if you get that far.

44. JustAnswer could keep making different websites to trick Plaintiff and the members of the proposed Class.

45. By JustAnswer’s language in its purported terms, before Plaintiff could have even read anything on the Website, Plaintiff was caught in its web of terms. Illusory terms that JustAnswer could change at any moment:

“A. The Terms

1. Acceptance of Terms

Welcome to JustAnswer (“Service” or “Site”), owned and operated by JustAnswer LLC (“JustAnswer”). **By** clicking “I Agree” on the account registration or payment page or **using the Site in any way, you are agreeing to comply with and be bound by this Agreement**, the Privacy Policy, and all rules, policies, and disclaimers posted on the Site or about which you are notified (collectively “Terms”). Please review all of the Terms carefully before using the Site.”

See,

<https://web.archive.org/web/20211101063056/https://www.justanswer.com/info/ter>

1 ms-of-service (emphasis added).

2 46. The terms further stated:

3 By using the Site, you (i) agree to be bound by the Terms, (ii) represent
4 that you are over the age of thirteen (13) and able to form legally
5 binding contracts, (iii) agree and acknowledge that by using the Service
6 you are accepting a benefit that cannot be disgorged, (iv) acknowledge
7 that the service is subject to U.S. export controls and agree that you will
8 comply with U.S. export controls, and (v) represent that you are neither
9 located in a sanctioned country nor a prohibited person.

10 *See,*

11 <https://web.archive.org/web/20211101063056/https://www.justanswer.com/info/terms-of-service>
12 ms-of-service

13 47. Again, by the time that the user lands on the website, the user is not
14 required to actually view the hyperlinked terms of service in order to begin using
15 JustAnswer's website and by using the website JustAnswer attempts to imprison by
16 the User with its one-sided terms.

17 48. Furthermore, JustAnswer could change any part of the purported Terms
18 of Service at any moment, without notifying the person:

19 JustAnswer may modify any of the Terms at any time by posting them
20 on the Site. Changes shall automatically be effective upon posting;
21 provided, however, that those changes that JustAnswer, in its sole
22 discretion, deems material changes to the Terms will be effective as to
23 an existing User upon the earlier of: (1) the agreement of the User; or
24 (2) thirty (30) days after notice to the existing User from an
25 @justanswer.com email address to the User's email address on file with
26 JustAnswer or via other means including, but not limited to, a pop-up
27 or banner, message, or other conspicuous notice on the JustAnswer
28 website. If you affirmatively agree to the new terms, your agreement
will be effective immediately. You agree to make any and all necessary
arrangements so that you (and not your spam filter) receive all emails
from JustAnswer email addresses. Your continued use of the Service
will signify your acceptance of the changes. If you do not accept the
changes, your sole and exclusive remedy is to cancel your account and

1 discontinue using the Site. **The latest Terms will be posted on the**
2 **Site, and you should always review them prior to using the Site.**

3 *See,*

4 <https://web.archive.org/web/20211101063056/https://www.justanswer.com/info/terms-of-service>

5 49. Even if users were to click on the hyperlinked terms and conditions,
6 they would be unlikely to see that JustAnswer’s hidden membership automatically
7 renews for “time periods (e.g, monthly, annually) set forth at the time of sign up” for
8 those who so elect. However, the membership is not something that someone elects
9 – it is something that is unlawfully tied to asking a question on JustAnswer without
10 being meaningfully disclosed.

11 50. JustAnswer buried this information in dense text and does not provide
12 clear and conspicuous disclosures as required by law.

13 51. JustAnswer goes out of its way to avoid saying in conspicuous font
14 size: “To have a question answered, you have to pay \$1 (or \$5) plus \$46.00 a month
15 until you can get ahold of us to cancel.”

16 52. Instead, once a user submits their payment information and clicks on
17 the “Connect now” button, they are automatically enrolled in a recurring monthly
18 membership.

19 53. Plaintiff and the Proposed Class and Subclass believed they were
20 paying anywhere between \$1 to \$5 to have their questions answered.

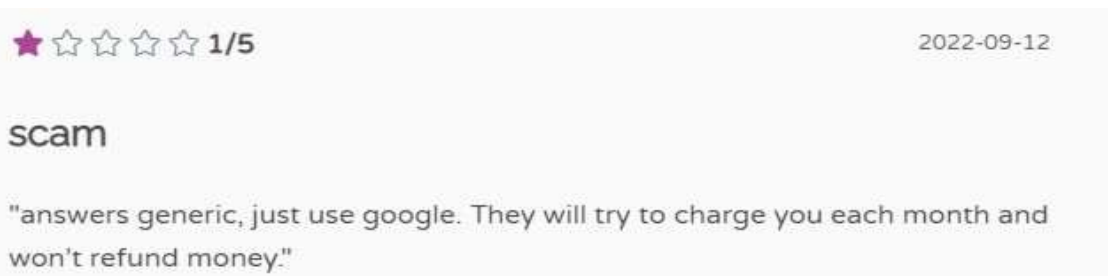
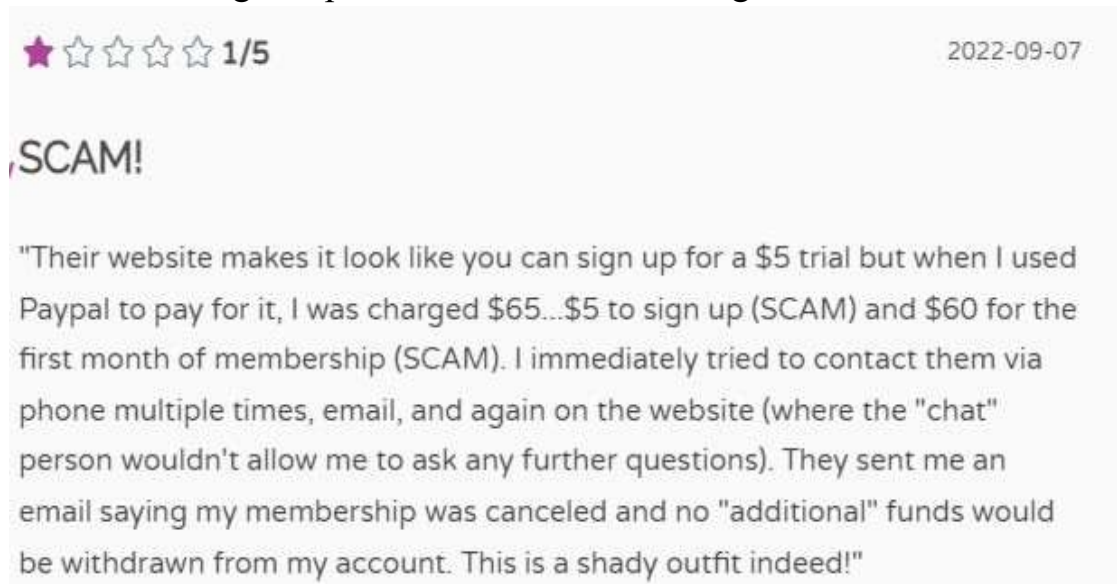
21 54. Instead, a user could be paying in some cases over \$60.00 to have one
22 question answered and then paying \$60.00 every month thereafter whether or not they
23 ask another question.

24 55. In some advertisements and marketing, JustAnswer makes it seem like
25 Plaintiff and the Proposed Class and Subclass are speaking directly with other
26 companies’ actual customer support departments. In all advertisements and
27

1 marketing, JustAnswer makes it seem like the customer is being paired with an
2 Expert. Neither is true.

3 56. Consumers have been injured by JustAnswer's practice of renewing
4 consumers' "subscriptions" without their knowledge or consent and making it
5 difficult for consumers to cancel their subscriptions once they realized they have
6 been subscribed.

7 57. The website Reseller Ratings² provides some examples that chronicle
8 their common grievances. Customer Reviews give JustAnswer 1.00 out of 5 stars
9 with numerous billing complaints such as the following:



25

26

27 ² <https://www.resellerratings.com/store/JustAnswer>

1 ★☆☆☆☆ 1/5

2022-10-07

2 Not worth it!!

3
4 "They billed me 66 for a montly subscription that i had no idea about. I ended
5 up solving my problem on my own. I expected to pay \$2 not \$66 on top pf
6 that. What a rip off!! I called and they refused to give me a refund. So mad"

8 I'd rate a negative star if I could

9
10 "I had a question about something and JustAnswer popped up with a
11 message that offered help for \$5. I thought that was reasonable, so I put in
12 my information. Then I get the invoice that shows I signed up for a
13 membership at \$55 per month and see that my credit card has a \$55 pending
14 charge for JustAnswer in addition to the \$5 I thought I was being charged. I
15 called them immediately (same day) and was told that I'd agreed to a
16 membership, which I did not realize I'd agreed to (small print). I cancelled the
17 membership and was told that I would not be charged the \$55. The charge
18 just posted to my credit card so I called again and was told that my money
19 would not be refunded, as I'd agreed to a membership. I am not happy with
20 JustAnswer."

21 ★☆☆☆☆ 1/5

2022-08-24

22 Horrendous Experience- You need a lawyer to navigate 23 their charges, 1.00 24.00 55.00 WTF??

24
25 "This was the worst online experience of all time. I went on looking for an
26 answer on microwave repair (wrong site for this!) It said I had to pay 1.00 and
27 would be refunded. I was then offered to talk to someone for 24.00 so I paid
28 for that. When the person who was going to help me told me he only texts (I
don't have time for that) I said I wanted my money back. I was credited back
the 24.00 but see a charge for 55.00 (MONTHLY MEMBERSHIP) I never
consented to a monthly 55.00 membership. This is egregious! I've never had a
company do something like this before? I will be calling my CC company to
suspend payment as it was unauthorized."

1 ★☆☆☆☆ 1/5

2022-08-20

3 Said costs \$5 Charged \$5 AND THEN \$60

4 "RIP OFF. I asked how much it would cost - I was told JUST \$5 I just now
 5 received an alert from my Credit Card I was charged a second charge for \$60.
 6 Why wasn't I told I would charged and additional \$60? I would NOT have
 7 continued with process. on top of it. I told my ENTIRE issue with first person.
 8 They connected me to second person (Lawyer) but did not share the info so I
 9 had to start ALL OVER again (Lawyer said they are ALL independent
 contractors and don't share info). AWFUL experience. Wish I read all the
 reviews FIRST - SAME COMPLAINT everywhere."

10 58. The website www.magazinetimestoday.com featured an article entitled
 11 "Is JustAnswer Legit or a Scam? Understanding the Charges" and reported the
 12 following, in pertinent part:

13
 14 "[...] The platform allows users to submit questions, and in return, get
 15 quick responses from certified professionals. However, the pricing
 16 model is where things get confusing. While it appears to be a pay-per-
 17 question service, many users are automatically enrolled into a
 subscription during the sign-up process, often without fully realizing it.

18 Why Are People Questioning if JustAnswer Is Legit?

19 **⚠ Heads Up:** Many users discover recurring monthly charges
 20 between \$46 and \$55 only after reviewing their bank or credit card
 21 statements. This usually happens after they submitted what they
 22 thought was a one-time question, often for a nominal trial fee like \$1 or
 \$5.

23 The confusion stems from how the trial is presented. During signup,
 24 users are enrolled in a full subscription unless they cancel within 7 days.
 25 Because this is buried in the fine print, many people don't realize
 26 they're committing to a monthly fee.

27 This lack of clarity has led to a flood of complaints and questions like:
 28

1 “Is JustAnswer legit, or is this a scam?”

2 **Common Complaints About JustAnswer**

3 The most common user complaints include:

- 4
- 5 • Recurring monthly charges without a clear reminder or confirmation
- 6 • Charges after a \$1 trial that users didn’t expect to continue
- 7 • Difficulty canceling the subscription, either due to poor customer support or unclear cancellation steps
- 8 • No email notification when the free trial ends and the full charge begins
- 9 • Many people only find out they’re subscribed after checking their
- 10 billing statement weeks or even months later.

11 **How Do JustAnswer Subscriptions Work?**

12 JustAnswer runs on a trial-based subscription model that can easily
13 confuse users. Here’s a more straightforward explanation:

14 When you ask your first question, you’ll be prompted to start a **trial for**
15 **\$1 to \$5**, which gives you temporary access to their experts.

16 As part of the signup, you’ll need to enter your **credit card details**, and
17 the subscription terms are mentioned, usually in small print.

18 If you don’t cancel the trial within **7 days**, it will automatically convert
19 into a paid subscription. According to the official JustAnswer pricing
20 page, the standard plan costs **\$55 per month** and includes unlimited
21 questions to experts.

22 There’s also a premium plan (called “Membership Plus”) that may
23 include extra services like document reviews or phone consultations,
24 depending on the category of your question.

25 Although the pricing is disclosed on their website, it’s easy to miss
26 because the offer feels like a one-time service. This lack of clarity has
27 led to many users feeling blindsided by surprise charges.”

28 *See,* <https://magazinetimestoday.com/is-justanswer-legit-or-scam/>. (last

1 visited September 19, 2025).

2 59. The “ANA Accountability - Guidelines for Ethical Business Practice,
3 as developed by Direct Marketing Association, provides guidelines for ethical
4 business practice:

5 **Accountability & Ethics in Marketing**

6 **Guidelines for Ethical Business Practice**

7
8 These Guidelines for Ethical Business Practice (“Guidelines”) are
9 intended to provide individuals and entities involved in data-driven
10 marketing in all media with generally accepted principles of conduct.
11 These Guidelines reflect the marketing industry’s long-standing policy
12 of promoting the highest levels of ethics in data stewardship and
13 marketing and are the result of decades of development by marketers
(via the Direct Marketing Association which was acquired by ANA in
2018.)

14 [...]

15
16 In addition to providing general guidance and enforceable standards to
17 the industry, the Guidelines are used by ANA’s Committee on Ethical
18 Business Practice Enforcement (“Committee”) as the standard to which
19 data and marketing promotions are examined. The Committee is
20 comprised of seasoned marketing professionals who review consumer
21 complaints and seek voluntary compliance with these Guidelines to
enhance consumer trust in the marketing process. [...]

22 [...]

23 Guidelines provide the basis for ethical data and marketing practices
and compliance primarily under U.S. standards and expectations. [...]

24 See, **Exhibit B**, Guidelines for Ethical Business Practice.

25 60. The guidelines include the following with respect to the standard
26 regarding Advance Consent / Negative Option Marketing:
27
28

II. ADVANCE CONSENT/NEGATIVE OPTION MARKETING

These Guidelines apply to all media and address marketing plans where the consumer gives consent to receive and pay for goods or services in the future on a continuing or periodic basis, unless and until the consumer cancels the plan. The following should apply to all advance consent or negative option marketing plans:

1. Initial Offer

Consent. Regardless of channel, marketers should have the consumer's express informed consent to participate in any advance consent or negative option marketing plan before the consumer is billed or charged. For example, a pre-checked box without further action, such as clicking a response button or sending back a response to confirm individual consent is not sufficient. In telephone sales where the consumer agrees to the offer in a way other than by credit or debit card payment, the consumer consent must be written or audio recorded.

- Marketers should inform consumers in the initial offer of their right to cancel their participation in the plan and any outstanding fees that may be owed.

- Marketers should inform consumers in the initial offer of the length of any trial period, including a statement that the consumer's account will be charged after the trial period (including the date of the charge) unless the consumer takes an affirmative step to cancel, providing the consumer a reasonable time period to cancel, and the steps needed to avoid charges.

Material Terms & Conditions. Regardless of channel, marketers should clearly and conspicuously disclose all material terms and conditions before obtaining the consumer's billing information, including:

- A description of the goods or services being offered;
- The identity of the marketer and contact information for service or cancellation;
- The interval between shipments or services to be provided;

- The price or the range of prices of the goods or services purchased by the consumer, including whether there are any additional charges;
- Whether the consumer will be billed or automatically charged;
- When and how frequently the consumer will be billed or charged;
- Any terms with regards to a “free to keep” incentive as applicable;
- The fact that the consumer must take affirmative action to cancel in order to avoid future billing or charges;
- The specific and easy steps that consumers should follow to cancel the plan and to stop recurring charges from being placed on the consumer’s account; and
- The time period within which the consumer must cancel.

When applicable, the following terms and conditions should also be clearly and conspicuously disclosed in the initial offer:

- That the current plan or renewal prices of the goods or services are subject to change;
- The length of any free, trial or approval period in time or quantity;
- The length of membership period, and the length of subsequent renewal or billing periods;
- The fact that goods or services will continue after the free period unless the consumer cancels;
- Any minimum purchase obligations; and
- The terms and conditions of any refund policy.

In instances where the marketer uses pre-acquired account information under a free-to-pay conversion plan, the marketer should:

- Obtain from the consumer the complete account number to be charged within the appropriate data security protocols (such as PCI compliance);
- Obtain affirmative consent from the consumer to charge such account; and
- Provide channel specific proof (an email or hard copy confirmation, or if via telephone, audio record the entire transaction).

In instances where the marketer uses pre-acquired account information but does not engage in a free-to-pay conversion plan, the marketer should:

- Identify with specificity the account that will be charged; and
- Obtain affirmative consent from the consumer to charge such account.

2. Providing the Goods & Services to the Consumer

- Marketers may provide products or services and bills concurrently; however, consumers should not be obligated to pay bills prior to the expiration of any trial period.
- Marketers should inform consumers in renewal reminders of their right to cancel their participation in the plan, and any outstanding fees owed.
- Marketers should provide renewal reminders at the frequency specified in the initial offer.

3. Cancellation

- Marketers should promptly honor requests for refunds due upon consumers' cancellation of the plan.
- Marketers should allow consumers a reasonable length of time between receipt of renewal reminders and the renewal date, after which consumers can cancel the plan.
- Marketers should honor the time period they provided for a cancellation and should honor a cancellation after the expiration of the trial period.

[...]

All marketing partners or service providers should comply with these Guidelines.

[...]

XIII. LAWS, CODES, AND REGULATIONS

Marketers should operate in accordance with laws and regulations of the United States Postal Service, the Federal Trade Commission, the Federal Communications Commission, the Federal Reserve Board, and other applicable federal, state, and local laws governing advertising, marketing practices, and the transaction of business.

61. JustAnswer failed to meet many of the standards as outlined throughout

1 the Complaint.

2 62. The Federal Trade Commission (FTC) Act's Section 5 is the primary
3 federal statute that governs the use of ARL provisions. The FTC's guidance on
4 negative option features advises businesses to adhere to five fundamental principles
5 for compliance. *See Exhibit C, Negative Options – A Report by the staff of the FTC's*
6 *Division of Enforcement*. The five principles are as follows:

7 • **Principle One.** Marketers should disclose the material terms of the offer in
8 an understandable manner (*See Id.* at p. 36);

9 • **Principle Two.** Marketers should make the appearance of disclosures clear
10 and conspicuous (*See Id.* at p. 37);

11 • **Principle Three.** Marketers should disclose the offer's material terms before
12 consumers pay or incur a financial obligation (*See Id.* at p. 37-38);

13 • **Principle Four.** Marketers should obtain consumers' affirmative consent to
14 the offer (*See Id.* at p. 38); and

15 • **Principle Five.** Marketers should not impede the effective operation of
16 promised cancellation procedures (*See Id.*).

17 **California Automatic Renewal Law**

18 63. This course of conduct violates the California Automatic Renewal Law
19 (Bus. & Prof. Code, § 17600 et seq.) ("ARL"), which is part of California's False
20 Advertising Law; the Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.)
21 ("CLRA"); and the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.)
22 ("UCL").

23 64. In 2009, the California Legislature passed Senate Bill 340, which took
24 effect on December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law.
25 (Bus. & Prof. Code, § 17600 *et seq.* (the California Automatic Renewal Law or
26 "ARL")). (Unless otherwise stated, all statutory references are for the Business &
27
28

1 Professions Code). SB 340 was introduced because:

2 It has become increasingly common for consumers to complain about
3 unwanted charges on their credit cards for products or services that the
4 consumer did not explicitly request or know they were agreeing to.
5 Consumers report they believed they were making a one-time purchase of a
6 product, only to receive continued shipments of the product and charges on
7 their credit card. These unforeseen charges are often the result of agreements
8 enumerated in the “fine print” on an order or advertisement that the consumer
9 responded to. (See **Exhibit D** at p. 4.)

65. The Assembly Committee on Judiciary provided the following
background for the legislation:

10 This non-controversial bill, which received a unanimous vote on the
11 Senate floor, seeks to protect consumers from unwittingly consenting
12 to “automatic renewals” of subscription orders or other “continuous
13 service” offers. According to the author and supporters, consumers are
14 often charged for renewal purchases without their consent or
15 knowledge. For example, consumers sometimes find that a magazine
16 subscription renewal appears on a credit card statement even though
17 they never agreed to a renewal. (See **Exhibit E** at p. 1.)

66. The ARL seeks to ensure that before there can be a legally binding
automatic renewal or continuous service arrangement, there must first be clear and
conspicuous disclosure of certain terms and conditions and affirmative consent by
the consumer. To that end, § 17602(a) makes it unlawful for any business making
an automatic renewal offer or a continuous service offer to a consumer in California
to do any of the following:

22 a) Fail to present the automatic renewal offer terms or continuous service
23 offer terms in a clear and conspicuous manner before the subscription or purchasing
24 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by
25 voice, in temporal proximity, to the request for consent to the offer. For this purpose,
26 “clear and conspicuous” means “in larger type than the surrounding text, or in
27 contrasting type, font, or color to the surrounding text of the same size, or set off

1 from the surrounding text of the same size by symbols or other marks, in a manner
2 that clearly calls attention to the language.” (§ 17601(c).) “In the case of an audio
3 disclosure, ‘clear and conspicuous’ ... means in a volume and cadence sufficient to
4 be readily audible and understandable.” (Ibid.) The statute defines “automatic
5 renewal offer terms” to mean the “clear and conspicuous” disclosure of the
6 following: (1) that the subscription or purchasing agreement will continue until the
7 consumer cancels; (2) the description of the cancellation policy that applies to the
8 offer; (3) the recurring charges that will be charged to the consumer’s credit or debit
9 card or payment account with a third party as part of the automatic renewal plan or
10 arrangement, and that the amount of the charge may change, if that is the case, and
11 the amount to which the charge will change, if known; (4) the length of the automatic
12 renewal term or that the service is continuous, unless the length of the term is chosen
13 by the consumer; and (5) the minimum purchase obligation, if any. (Bus. & Prof.
14 Code § 17601(b).)

15 b) Charge the consumer’s credit or debit card or the consumer’s account
16 with a third party for an automatic renewal or continuous service without first
17 obtaining the consumer’s affirmative consent to the agreement containing the
18 automatic renewal offer terms or continuous service offer terms, including the terms
19 of an automatic renewal offer or continuous service offer that is made at a
20 promotional or discounted price for a limited period of time. (Bus. & Prof. Code §
21 17602(a)(2).)

22 c) Fail to provide an acknowledgment that includes the automatic renewal
23 or continuous service offer terms, cancellation policy, and information regarding
24 how to cancel in a manner that is capable of being retained by the consumer. (Bus.
25 & Prof. Code, § 17602(a)(3).) Section 17602(b) requires that the acknowledgment
26 specified in § 17602(a)(3) include a toll-free telephone number, electronic mail
27
28

1 address, or another “cost-effective, timely, and easy-to-use” mechanism for
2 cancellation.

3 67. If a business sends any goods, wares, merchandise, or products to a
4 consumer under a purported automatic renewal or continuous service arrangement
5 without first obtaining the consumer’s affirmative consent to an agreement
6 containing the “clear and conspicuous” disclosures as specified in the ARL, the
7 goods, wares, merchandise, and/or products are deemed to be an unconditional gift
8 to the consumer, who may use or dispose of them without any obligation whatsoever.
9 (Bus. & Prof. Code, § 17603.) Violation of the ARL gives rise to restitution and
10 injunctive relief under the general remedies provision of the False Advertising Law,
11 Bus. & Prof., Code § 17535. (Bus. & Prof. Code, § 17604(a).) As well, violation of
12 the ARL gives rise to restitution and injunctive relief under the UCL.

13 **PLAINTIFF LARSON’S EXPERIENCE**

14 68. Around February 14, 2022 (Valentine’s Day), Plaintiff Larson
15 contacted JustAnswer while attempting to resolve charges related to her son’s
16 Microsoft video game.

17 69. Rather than providing assistance, JustAnswer itself began charging her
18 a recurring monthly fee of approximately \$46.00.

19 70. At first, Plaintiff Larson did not realize that JustAnswer was the source
20 of these charges, as the billing descriptor misleadingly appeared as “Tech Geek,”
21 causing her to believe the charges were associated with Geek Squad or another
22 legitimate technology service provider.

23 71. When Plaintiff Larson eventually realized her mistake and discovered
24 that the charges were in fact coming from JustAnswer, she spent years trying to have
25 the recurring charges removed. She contacted her bank, researched the charges, and
26 attempted to reach JustAnswer, but was repeatedly unsuccessful in obtaining
27
28

1 cancellation or relief due to JustAnswer's deliberately confusing billing practices.

2 72. Ultimately, Plaintiff Larson was not able to obtain relief or have the
3 automatic monthly charge stopped until the spring of 2025, more than three years
4 after JustAnswer first began debiting her account.

5 73. During this time, Plaintiff Larson paid JustAnswer more than
6 \$1,000.00 in unauthorized recurring fees.

7 74. She never knowingly agreed to a monthly membership or subscription
8 with JustAnswer, and she received no clear, conspicuous, or affirmative disclosures
9 regarding any such automatic renewal program.

10 75. Had she been informed, she would never have assented to recurring
11 charges. JustAnswer's practices caused Plaintiff Larson substantial financial injury,
12 wasted her time and resources, and inflicted emotional distress, particularly given
13 the irony that the charges began on Valentine's Day—the very day she was
14 attempting to stop improper charges on her son's account.

15 **I. CLASS ACTION ALLEGATIONS**

16 76. Plaintiff and the Proposed Class' and Subclass's claims all derive
17 directly from a single course of conduct by JustAnswer. It engaged in uniform and
18 standardized conduct—its marketing and billing tactics. This case concerns
19 JustAnswer's responsibility, under law and in equity, for its knowledge and conduct
20 in deceiving its customers. This conduct did not meaningfully differentiate among
21 individual members of the Proposed Class and Subclass in its degree of care or
22 candor, its actions or inactions, or in the content of its statements or omissions. The
23 objective facts on these subjects are the same for all members of the Proposed Class
24 and Subclass.

25 77. Plaintiff brings this action individually and on behalf of all others
26 similarly situated.

1 78. The proposed Class is defined as follows:

2 All citizens of the State of Texas who paid JustAnswer to
3 answer a question and were automatically enrolled into a
4 recurring monthly subscription. (the “Class”)

5 79. The EFTA Subclass is defined as:

6 All citizens of the State of Texas who paid JustAnswer with a debit card
7 to answer a question and were automatically enrolled into a recurring
8 monthly subscription. (the “Subclass”)

9 (Unless otherwise indicated, collectively referred to as the “Class”)

10 80. Excluded from the Proposed Class and Subclass are JustAnswer, its
11 subsidiaries and affiliates, its officers, directors, the members of their immediate
12 families, and any entity in which JustAnswer has a controlling interest, to include
13 the legal representatives, heirs, successors, or assigns of any such excluded party.
14 Also excluded are the judicial officer(s) to whom this action is assigned, and the
15 members of their immediate families.

16 81. Plaintiff reserves the right to modify or amend the definitions of the
17 Proposed Class and Subclass before the Court determines whether certification is
18 appropriate.

19 82. **Numerosity.** The members of the Proposed Class and Subclass are
20 so numerous that a joinder of all members is impracticable. While the exact
21 number of Class Members is unknown to Plaintiff at this time, Plaintiff believes the
22 Proposed Class and Subclass number in the hundreds or thousands, if not more.

23 83. **Typicality.** Plaintiff’s claims are typical of the claims of the members of
24 the Proposed Class and Subclass because they sustained similar injuries to that of
25 members of the Proposed Class and Subclass as a result of JustAnswer’s uniform
26 pattern of wrongful conduct, and their legal claims all arise from the same events
27
28

1 and wrongful conduct by JustAnswer.

2 84. **Adequacy of Representation.** Plaintiff is adequate representatives of
3 the Proposed Class and Subclass because Plaintiff suffered damages as a result of
4 JustAnswer's material omission that its services were subject to a recurring \$46.00
5 monthly charge. In addition:

6 (a) Plaintiff is committed to the vigorous prosecution of this action
7 individually and on behalf of all others similarly situated and have retained
8 competent counsel experienced in the prosecution of class actions and, in particular,
9 class actions on behalf of individuals and/or entities against companies who have
10 unlawfully assessed one or more fees or charges;

11 (b) There is no hostility of interest between Plaintiff and the
12 unnamed members of the Proposed Class and Subclass;

13 (c) Plaintiff anticipates no difficulty in the management of this
14 litigation as a class action; and

15 (d) Plaintiff's legal counsel has the financial and legal resources to
16 meet the substantial costs and legal work associated with this type of litigation.

17 85. **Commonality.** Common questions of law and fact exist as to all
18 members of the Proposed Class and Subclass and predominate over any questions
19 solely affecting individual members of the Proposed Class and Subclass, including
20 the following:

21 (a) Whether JustAnswer's conduct constitutes unfair, unlawful and/or
22 fraudulent practices;

23 (b) Whether JustAnswer was unjustly enriched as a result of its pattern of
24 wrongful conduct;

25 (c) Whether JustAnswer engaged in negligent misrepresentation;

26 (d) Whether JustAnswer's actions violate the applicable state consumer
27
28

1 protection statutes;

2 (e) *Expressly excluding any and all damages under California’s Consumer*
3 *Legal Remedies Act (“CLRA”) Cal. Civ. Code § 1750*, whether each Class Member
4 is entitled to compensatory, statutory, treble, nominal, and/or punitive damages as a
5 result of Defendants’ violations of law;

6 (f) Whether Plaintiff and other members of the Proposed Class and Subclass
7 sustained damages as a result of JustAnswer’s pattern of wrongful conduct;

8 (g) Whether any or all applicable limitations periods are tolled by
9 JustAnswer’s acts;

10 (h) Whether, and to what extent, equitable relief should be imposed on
11 JustAnswer to prevent it from continuing its pattern of wrongful conduct; and

12 (i) The extent of class-wide injury and the measure of damages for those
13 injuries.

14 86. **Ascertainability.** Members of the Proposed Class and Subclass can
15 easily be identified by an examination and analysis of the business records
16 maintained by JustAnswer, among other records within its possession, custody, or
17 control.

18 87. **Predominance.** The common issues of law and fact identified above
19 predominate over any other questions affecting only individual members of the
20 Proposed Class and Subclass. The issues of the Proposed Class and Subclass fully
21 predominate over any individual issue because no inquiry into individual conduct is
22 necessary; all that is required is a narrow focus on JustAnswer’s pattern of wrongful
23 conduct.

24 88. **Superiority.** A class action is superior to all other available methods for
25 the fair and efficient adjudication of this controversy since a joinder of all members
26 of the Proposed Class and Subclass is impracticable. Furthermore, as damages
27

1 suffered by members of the Proposed Class and Subclass may be relatively small,
2 the expense and burden of individual litigation make it impossible for them to
3 individually redress the wrongs done to them. Individualized litigation also presents
4 a potential for inconsistent or contradictory judgments, and increases the delay and
5 expense presented by the complex legal and factual issues of the case to all parties
6 and the court system. By contrast, the class action device presents far fewer
7 management difficulties and provides the benefits of a single adjudication, economy
8 of scale, and comprehensive supervision by a single court.

9 89. Accordingly, this class action is properly brought and should be
10 maintained as a class action because questions of law or fact common to members
11 of the Proposed Class and Subclass predominate over any questions affecting only
12 individual members, and because a class action is superior to other available
13 methods for fairly and efficiently adjudicating this controversy.

14 90. This class action is also properly brought and should be maintained as
15 a class action because Plaintiff seeks injunctive relief and declaratory relief on behalf
16 on grounds generally applicable to all members of the Proposed Class and Subclass.

17 91. Certification is appropriate because JustAnswer acted or refused to act
18 in a manner that applies generally to the Proposed Class and Subclass, making final
19 declaratory or injunctive relief appropriate.

20 92. **Injunctive and Declaratory Relief.** Class certification is also
21 appropriate under Rule 23(b)(2) and (c). JustAnswer, through JustAnswer's uniform
22 conduct, acted or refused to act on grounds generally applicable to the proposed
23 Class as a whole, making injunctive and declaratory relief appropriate to the
24 proposed Class as a whole. Injunctive relief is necessary and proper to compel
25 JustAnswer to cease its violations of the UCL alleged herein and to prevent Plaintiff
26 and Members of the proposed Class from being duped accidentally into signing up
27
28

1 again as JustAnswer's Sponsored content appears to be different brands.

2 93. Likewise, particular issues under Rule 23(c)(4) are appropriate for
3 certification because such claims present only particular, common issues, the
4 resolution of which would advance the disposition of this matter and the parties'
5 interests therein.

6 **FIRST CAUSE OF ACTION**

7 **Violation of the Electronic Funds Transfer Act**

8 **15 U.S.C. 1693, *et seq.***

9 **(On behalf of Plaintiff and the Subclass)**

10 94. Plaintiff Larson realleges and incorporates by reference all of the
11 foregoing allegations as if fully set forth herein.

12 95. Plaintiff seeks to recover for JustAnswer's violations of the Electronic
13 Funds Transfer Act on behalf of herself and the proposed Subclass.

14 96. The EFTA provides a basic framework establishing the rights,
15 liabilities, and responsibilities of participants in an electronic fund transfer system.
16 15 U.S.C. §§ 1693 *et seq.* The "primary objective" of the EFTA "is the provision of
17 individual consumer rights." *Id.* § 1693(b).

18 97. Any waiver of EFTA rights is void. "No writing or other agreement
19 between a consumer and any other person may contain any provision which
20 constitutes a waiver of any right conferred or cause of action created by this
21 subchapter." 15 U.S.C. § 1693l.

22 98. JustAnswer's transfers of money from the bank accounts of Plaintiff
23 and members of the proposed Subclass, via their debit cards, as alleged herein, are
24 "electronic fund transfers" within the meaning of the EFTA and the EFTA's
25 implementing regulations, known as Regulation E and codified at 12 C.F.R. §§ 205
26 *et seq.* An "electronic fund transfer" means "any transfer of funds, other than a
27
28

1 transaction originated by check, draft, or similar paper instrument, which is initiated
2 through an electronic terminal, telephonic instrument, or computer or magnetic
3 tape so as to order, instruct, or authorize a financial institution to debit or credit an
4 account.” 15 U.S.C. § 1693a(7). The term is expressly defined to include “[t]ransfers
5 resulting from debit card transactions, whether or not initiated through an electronic
6 terminal.” 12 C.F.R. § 205.3(b)(v).

7 99. The EFTA defines the term “preauthorized electronic transfer” as “an
8 electronic fund transfer authorized in advance to recur at substantially regular
9 intervals.” 15 U.S.C. § 1693a(9). The Official Staff Interpretation of Regulation E
10 describes a “preauthorized electronic transfer” as “one authorized by the consumer
11 in advance of a transfer that will take place on a recurring basis, at substantially
12 regular intervals, and will require no further action by the consumer to initiate the
13 transfer.” 12 C.F.R. Part 205, Supp. I, § 205.2(k), cmt. 1.

14 100. Section 1693e(a) of the EFTA prohibits preauthorized electronic
15 transfers without written authorization: “A preauthorized electronic fund transfer
16 from a consumer’s account may be authorized by the consumer only in writing, and
17 a copy of such authorization shall be provided to the consumer when made.” 15
18 U.S.C. § 1693e(a). Similarly, Regulation E provides: “Preauthorized electronic fund
19 transfers from a consumer’s account may be authorized only by a writing signed or
20 similarly authenticated by the consumer. The person that obtains the authorization
21 shall provide a copy to the consumer.” 12 C.F.R. § 205.10(b).

22 101. Plaintiff and members of the proposed Subclass each maintained an
23 “account” as that term is defined in 15 U.S.C § 1693a(2) and are “consumers” within
24 the meaning of 15 U.S.C. § 1693a(5).

25 102. JustAnswer uniformly and routinely initiated preauthorized electronic
26 fund transfers and took money from the bank accounts of the Plaintiff and members
27
28

1 of the proposed Subclass without obtaining their written authorization for the
2 transfers, as required by the proposed EFTA and Regulation E. JustAnswer also
3 uniformly and routinely failed to provide a copy of any such written authorization
4 to Plaintiff and the proposed Subclass members from whose bank accounts
5 JustAnswer took preauthorized electronic fund transfers for monthly membership
6 fees.

7 103. JustAnswer took funds from bank accounts managed by Plaintiff via
8 debit card. In none of these instances did JustAnswer obtain Plaintiff's written
9 authorization, nor did JustAnswer provide Plaintiff with copies of any such written
10 authorizations.

11 104. The Official Staff Interpretation of Regulation E explains, "when a
12 third-party payee," such as JustAnswer, "fails to obtain the authorization in writing
13 or fails to give a copy to the consumer ... it is the third-party payee that is in violation
14 of the regulation." 12 C.F.R. Part 205, Supp. I, § 205.10(b), cmt. 2.

15 105. As a direct and proximate result of JustAnswer's violations of the
16 EFTA and Regulation E, Plaintiff and the proposed Subclass members have suffered
17 damages in the amount of the unauthorized debits taken by JustAnswer. 15 U.S.C. §
18 1693m. As a further direct and proximate result of JustAnswer's violations of the
19 EFTA and Regulation E, Plaintiff and the proposed Subclass members are entitled
20 to recover statutory damages in the amount of "the lesser of \$500,000 or 1 per
21 centum of the net worth of the defendant." Id. § 1983m(a)(2)(B).

22 106. Pursuant to 15 U.S.C. § 1693m, Plaintiff and the proposed Subclass
23 are also entitled to recover costs of suit and attorneys' fees from JustAnswer.

24 **SECOND CAUSE OF ACTION**
25 **VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES–**
26 **CONSUMER PROTECTION ACT (DTPA)**
27
28

1 (Tex. Bus. & Com. Code §§ 17.41, et seq.)

2 **(On Behalf of Plaintiff Larson and the Proposed Class)**

3 107. Plaintiff Larson realleges and incorporates by reference all of the
4 foregoing allegations as if fully set forth herein.

5 108. The Texas Deceptive Trade Practices – Consumer Protection Act
6 (“DTPA”), Tex. Bus. & Com. Code § 17.41, *et seq.*, prohibits false, misleading, and
7 deceptive acts or practices in the conduct of trade or commerce.

8 109. Plaintiff Larson is a “consumer” as defined by Tex. Bus. & Com. Code
9 § 17.45(4). JustAnswer’s conduct was a producing cause of actual damages to
10 Plaintiff Larson, including unauthorized recurring charges, loss of time, and out-of-
11 pocket costs.

12 110. JustAnswer engaged in false, misleading, and deceptive practices
13 within the meaning of Tex. Bus. & Com. Code § 17.46(b), including but not limited
14 to: (a) causing confusion or misunderstanding as to the source, sponsorship,
15 approval, or certification of goods or services; (b) representing that goods or services
16 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities
17 which they do not have or that a person has a sponsorship, approval, status,
18 affiliation, or connection which the person does not; (c) representing that goods or
19 services are of a particular standard, quality, or grade, or that goods are of a particular
20 style or model, if they are of another; (d) advertising goods or services with intent
21 not to sell them as advertised; (e) causing confusion or misunderstanding as to
22 affiliation, connection, or association with, or certification by, another; (f)
23 representing that an agreement confers or involves rights, remedies, or obligations
24 which it does not have or involve, or which are prohibited by law; (g) representing
25 that a guaranty or warranty confers or involves rights or remedies which it does not
26 have or involve, provided, however, that nothing in this subchapter shall be
27

1 construed to expand the implied warranty of merchantability as defined in Sections
 2 2.314 through 2.318 and Sections 2A.212 through 2A.216 to involve obligations in
 3 excess of those which are appropriate to the goods; and (h) failing to disclose
 4 information concerning goods or services which was known at the time of the
 5 transaction if such failure to disclose such information was intended to induce the
 6 consumer into a transaction into which the consumer would not have entered had the
 7 information been disclosed.

8 111. JustAnswer engaged in an unconscionable action or course of action
 9 by engaging in an act or practice which, to the detriment of Plaintiff Larson, took
 10 advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff
 11 Larson to a grossly unfair degree.

12 112. Because JustAnswer knowingly and intentionally engaged in
 13 deceptive and unconscionable conduct, Plaintiff Larson seeks treble damages under
 14 Tex. Bus. & Com. Code § 17.50(b)(1).

15 **THIRD CAUSE OF ACTION**

16 **Violation of the California Automatic Renewal Law**

17 **(Bus. & Prof. Code, § 17600 et seq.)**

18 **(On Behalf of Plaintiff and the Proposed Class Members)**

19 113. Plaintiff incorporates the previous allegations as though fully set forth
 20 herein.

21 114. Plaintiff is informed and believe and thereon allege that, during the
 22 applicable statute of limitations period, JustAnswer has enrolled consumers,
 23 including Plaintiff and proposed Class members, in an automatic renewal program
 24 and have violated the ARL by, among other things, (a) failing to present automatic
 25 renewal offer terms in a clear and conspicuous manner before a subscription or
 26 purchasing agreement is fulfilled and in visual proximity, or in the case of an offer
 27
 28

1 conveyed by voice, in temporal proximity, to a request for consent to the offer; (b)
2 charging the consumer's credit card, debit card, or third-party payment account for
3 an automatic renewal without first obtaining the consumer's affirmative consent to
4 an agreement containing clear and conspicuous disclosure of all automatic renewal
5 offer terms; and (c) failing to provide an acknowledgment that includes clear and
6 conspicuous disclosure of all automatic renewal offer terms, the cancellation policy,
7 and information regarding how to cancel in a manner that is capable
8 of being retained by the consumer and that provides a mechanism for cancellation
9 that is cost-effective, timely, and easy to use, all in violation of § 17602(a) and (b).

10 115. Plaintiff has suffered injury in fact and lost money as a result of
11 JustAnswer's violations of ARL.

12 116. Pursuant to Bus. & Prof. Code § 17535, Plaintiff and the proposed
13 Class members are entitled to restitution of all amounts that JustAnswer charged to
14 Plaintiff's and Class members' credit cards, debit cards, or third-party payment
15 accounts in connection with an automatic renewal membership program during the
16 four years preceding the filing of this Complaint and continuing until JustAnswer's
17 statutory violations cease.

18 117. Unless enjoined and restrained by this Court, JustAnswer will
19 continue to commit the violations alleged herein. Pursuant to § 17535, on behalf of
20 themselves, the proposed Class members, and for the benefit of the general public
21 of the State of California, Plaintiff seeks an injunction prohibiting JustAnswer from
22 continuing their unlawful practices as alleged herein.

23 **FOURTH CAUSE OF ACTION**
24 **VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES**
25 **ACT (CAL. CIV. CODE § 1750, *ET SEQ.*)**
26 **(On Behalf of Plaintiff and the Proposed Class)**
27
28

1 118. Plaintiff incorporates the allegations of the previous paragraphs as
2 though set forth herein.

3 119. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ.
4 Code § 1750, *et seq.*, proscribes "unfair methods of competition and unfair or
5 deceptive acts or practices undertaken by any person in a transaction intended to
6 result or which results in the sale or lease of goods or services to any consumer."

7 120. JustAnswer's answer service pertains to "goods" or "services" within
8 the meaning of Civil Code § 1761(a) and (b).

9 121. Plaintiff and the proposed Class Members are "consumers" within the
10 meaning of Civil Code § 1761(d) in that Plaintiff sought or acquired JustAnswer's
11 goods and/or services for personal, family, or household purposes by purchase or
12 lease.

13 122. Plaintiff, the other proposed Class members, and JustAnswer are
14 "persons" as defined in Cal. Civ. Code § 1761(c).

15 123. The payments by Plaintiff and proposed Class members are
16 "transactions" within the meaning of Civil Code § 1761(e).

17 124. JustAnswer has violated Civil Code § 1770, subdivisions (a) by:

- 18 • (5) representing that goods or services have sponsorship, approval,
19 characteristics, ingredients, uses, benefits, or quantities that they do not have;
- 20 • (9) advertising goods and services with the intent not to sell them as
21 advertised;
- 22 • (14) representing that a transaction confers or involves rights, remedies, or
23 obligations that it does not have or involve, or that are prohibited by law;
- 24 • (19) inserting an unconscionable provision in the contract;
- 25 • (29)(A) advertising, displaying, or offering a price for a good or service
26 that does not include all mandatory fees or charges other than either of the following:
27
28

1 (i) Taxes or fees imposed by a government on the transaction. (ii) Postage or carriage
2 charges that will be reasonably and actually incurred to ship the physical good to the
3 consumer; and

4 • Engaging in other acts and/or practices in violation of the CLRA that
5 discovery will uncover.

6 125. JustAnswer intentionally and knowingly misrepresented and omitted
7 material facts regarding the answer service with an intent to mislead Plaintiff and
8 proposed Class members.

9 126. JustAnswer's actions as described herein were done with conscious
10 disregard of Plaintiff's rights and JustAnswer was wanton and malicious in
11 JustAnswer's concealment of the same.

12 127. In purchasing the answer service or goods, Plaintiff and other proposed
13 Class members were deceived by JustAnswer's failure to meaningfully, adequately,
14 and/or conspicuously disclose the recurring nature of the answer service or goods.

15 128. Plaintiff and other proposed Class members had no way of knowing
16 JustAnswer's representations were false, misleading, and incomplete or knowing the
17 true nature of the answer service product.

18 129. As alleged herein, JustAnswer's material omissions and/or deception is
19 likely to – and does - lead to confusion.

20 130. Plaintiff and other proposed Class members did not, and could not,
21 unravel JustAnswer's unfairness and/or deception on their own.

22 131. JustAnswer knew or should have known their conduct violated the
23 CLRA.

24 132. JustAnswer owed Plaintiff and the proposed Class members a duty to
25 disclose the truth about the renewing nature of the answer service product
26 JustAnswer: (a) Possessed exclusive knowledge of the nature of the answer service
27
28

1 product; (b) Intentionally failed to conspicuously disclose and/or otherwise
2 meaningfully concealed the foregoing from Plaintiff and the proposed Class
3 members; and/or (c) Made incomplete representations in advertisements and on its
4 website, failing to warn the public of the automatically renewing nature of the
5 answer service.

6 133. JustAnswer had a duty to disclose that the answer service was
7 continuing in nature, and Plaintiff had to take an affirmative step to stop JustAnswer
8 from charging more than the conspicuously disclosed amount.

9 134. Plaintiff and the other proposed Class members relied on JustAnswer's
10 material misrepresentations and/or omissions regarding the fees associated with the
11 answer service and the negative option / automatically renewing nature of the answer
12 service product.

13 135. Specifically, the material misrepresentation and/or omission was a
14 substantial factor in Plaintiff and the proposed Class' respective decision.

15 136. Plaintiff and the proposed Class was harmed;

16 137. Plaintiff's and the proposed Class' harm resulted from JustAnswer's
17 conducted described above;

18 138. Plaintiff and the other proposed Class members were injured and
19 suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result
20 of JustAnswer's conduct in that Plaintiff and the other proposed Class members
21 incurred charges in an amount that exceeds what was conspicuously disclosed and
22 that were unknowingly mandatory.

23 139. JustAnswer's violations can cause continuing injuries to Plaintiff and
24 other proposed Class members as Plaintiff and the proposed Class Members could
25 be tricked into purchasing JustAnswer's answer service again because JustAnswer
26 uses different websites with different monikers that in the fine print disclose in a
27

1 non-conspicuous way at the very bottom of the website that the website is powered
2 by JustAnswer.

3 140. JustAnswer's unlawful acts and practices complained of herein affect
4 the public interest.

5 141. JustAnswer knew of the confusing nature of its marketing materials for
6 its answer service.

7 142. The facts concealed and/or omitted by JustAnswer from Plaintiff and
8 other proposed Class members and/or not meaningfully and/or conspicuously
9 disclosed are material in that a reasonable consumer would have considered them to
10 be important in deciding whether to purchase access to the answer service.

11 143. Had Plaintiff and the other proposed Class members known about the
12 unfair nature of the mandatory negative option fee answer service, they would not
13 have purchased the answer service or would have taken steps to cancel.

14 144. JustAnswer's unfair and/or unlawful acts, practices, representations,
15 omissions, and/or courses of conduct, as described herein, were undertaken by
16 JustAnswer in a transaction intended to result in, and which did result in, the sale or
17 lease of goods or services to consumers.

18 145. Pursuant to § 1780(d) of the CLRA, attached hereto as **Exhibit A** is an
19 affidavit showing that this action has been commenced in the proper forum.

20 146. Plaintiff's and the other proposed Class members' injuries were
21 proximately caused by JustAnswer's unlawful and deceptive business practices.

22 147. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff seeks an order enjoining
23 JustAnswer from engaging in the methods, acts, or practices alleged herein,
24 including further concealment of the negative option / autorenewal nature of the
25 answer service and/or concealment of who is behind other answer service websites.

26 148. Pursuant to Cal. Civ. Code § 1782(a)(2), Plaintiff demands judgment
27
28

1 against JustAnswer under the CLRA for injunctive and equitable relief to enjoin the
2 practices described herein.

3 149. Plaintiff sent a CLRA notice letter to JustAnswer via certified mail,
4 return receipt requested regarding JustAnswer's violations of the CLRA on October
5 23, 2025. *See, Exhibit F*, CLRA Letter with Proof of Mailing Certified Mail, Return
6 Receipt Requested.

7 150. Pursuant to Cal. Civ. Code § 1782, if JustAnswer does not rectify its
8 conduct within 30 days of the date of receipt of the letter, Plaintiff intends to amend
9 this Complaint to add claims under the Cal. Civ. Code for actual damages.

10 151. Under the CLRA, a plaintiff may, without prior notification file
11 complaint alleging violations of the CLRA that seeks injunctive relief only. Then, if
12 the JustAnswer does not remedy the CLRA violations within 30 days of notification,
13 the plaintiff may amend her or his CLRA causes of action without leave of court to
14 add claims for damages. Plaintiff, individually and on behalf of the proposed class,
15 intends to amend this complaint to add damages claims if JustAnswer does not
16 remedy their respective violations as to Plaintiff and the proposed Class Members
17 within the statutory period.

18 152. Plaintiff has no adequate remedy at law for the future unlawful acts,
19 methods, or practices as set forth above.

20 153. In sending the letter and bringing this action, Plaintiff has engaged the
21 services of attorneys and has incurred reasonable legal fees and expenses in an
22 amount to be proved at trial.

23 154. Plaintiff is thus entitled to recover Plaintiff's attorneys' fees, costs, and
24 expenses.

25 155. JustAnswer's practices, acts, and courses of conduct in connection with
26 the sale of its answer service product, as described above, are likely to mislead a
27
28

1 reasonable consumer acting reasonably under the circumstances to his or her
2 detriment. As a result of JustAnswer's acts and practices as alleged in this
3 Complaint, Plaintiff is entitled to injunctive relief prohibiting JustAnswer from
4 continuing in the future the unlawful, unfair, or fraudulent practice as described
5 herein.

6 156. Plaintiff reasonably believed and/or depended on the material false
7 and/or misleading information provided by, or omitted by, JustAnswer with respect
8 to JustAnswer's unfair acts and deceptive practices.

9 157. By reason of the foregoing, JustAnswer's unlawful methods, acts, or
10 practices as described herein have caused damage to Plaintiff, entitling Plaintiff to
11 damages and injunctive relief; Attorneys' fees and costs; and other relief that this
12 Court deems proper.

13 158. Plaintiff reserves the right to amend this Complaint and to assert a claim
14 for damages pursuant to Civil Code §1782.

15 159. Unless enjoined and restrained by this Court, JustAnswer will continue
16 to commit the violations alleged herein. Pursuant to Civil Code § 1780(a)(2), on
17 behalf of the Class and general public, Plaintiff seeks an injunction prohibiting
18 JustAnswer from continuing their unlawful practices as alleged herein.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

21 **(Business and Professions Code section 17200, et seq.)**

22 **(On Behalf of Plaintiff and the Proposed Class)**

23 160. Plaintiff realleges and incorporates by reference paragraphs 1-106 as
24 though fully set forth herein.

25 161. Business and Professions Code section 17200 provides:

26 "As used in this chapter, unfair competition shall mean and
27
28

1 include any unlawful, unfair or fraudulent business act or
2 practice and unfair, deceptive, untrue or misleading advertising
3 and any act prohibited by Chapter 1 (commencing with Section
4 17500) of Part 3 of Division 7 of the Business and Professions
5 Code.”

6 Cal. Bus. & Prof. Code § 17200.

7 162. Pursuant to the unfairness prong of the UCL, JustAnswer has a duty not
8 to engage in “any unlawful, unfair or fraudulent business act or practice and unfair,
9 deceptive, untrue or misleading advertising”.

10 163. JustAnswer willfully and knowingly engaged in unlawful, unfair or
11 fraudulent business acts or practices and unfair, deceptive, untrue or misleading
12 advertising by: (a) engaging in acts or practices that are unethical; (b) violating
13 established public policy as recognized by the FTC and the Direct Marketing
14 Association; (c) causing harm that outweighs these practices’ utility.

15 164. JustAnswer’s business practices violate the “unfair” prong of California
16 Business & Professions Code §§ 17200, *et seq.*

17 165. JustAnswer’s business practices are unfair business practice under the
18 UCL because they either offend[] an established public policy or [are]immoral,
19 unethical, oppressive, unscrupulous or substantially injurious to consumers.

20 166. JustAnswer’s business practices also violate the “unfair” prong of the
21 UCL because it: (a) represented that goods or services have sponsorship, approval,
22 characteristics, ingredients, uses, quantities that they did not have; (b) represented
23 that goods or services are of a particular standard, quality, or grade [...] if they are
24 of another; (c) advertised goods or services with intent not to sell them as advertised;
25 (d) represented that a transaction confers or involves rights, remedies, or obligations
26 that it does not involve, or that are prohibited by law; (e) representing that the subject
27 of a transaction has been supplied in accordance with a previous representation when
28 it has not; and/or (f) inserting an unconscionable provision in a contract.

1 167. Additionally, JustAnswer's further violates the "unfair" and/or have
2 violated the "unlawful" prong of the UCL by engaging in one or more of the
3 following practices:

- 4 (a) Violating regulations promulgated by the FTC;
- 5 (b) Negligence Per Se;
- 6 (c) Negligence;
- 7 (d) Fraud;
- 8 (e) Fraud by Omission;
- 9 (f) Unjust Enrichment;
- 10 (g) violation of California and Texas law, and/or other statutes and/or
11 common law;
- 12 (h) a violation of other common law claims.
- 13 (i) Violation of the applicable Texas Consumer Protection Act;
- 14 (j) Violation of the UCL;
- 15 (k) Violation of CLRA;
- 16 (l) Violation of the FAL;
- 17 (m) Knowingly and intentionally concealing from Plaintiff and the
18 proposed Class material information;
- 19 (n) Engaging in conduct in which the gravity of the harm to the Plaintiff
20 and the proposed Class outweighs the utility of the JustAnswer's conduct;
- 21 (o) Engaging in acts and/or practices and/or omissions that are immoral,
22 unethical, oppressive, or unscrupulous and causes injury to consumers which
23 outweigh its benefits; and/or

24 168. Each and every separate act constitutes an unlawful and/or unfair
25 business practice. Each day that JustAnswer engaged in each separate unlawful act,
26 omission, or practice is a separate and distinct violation of Business and Professions
27
28

1 Code 17200.

2 169. In addition, JustAnswer's practices violate the "fraudulent" prong of
3 the UCL because JustAnswer's conduct was: (a) intended to cause injury to the
4 Plaintiff; (b) carried on with a high degree of despicable and conscious disregard of
5 the Plaintiff's rights; (c) a clear attempt to use the Plaintiff's need for something to
6 be fixed to hook them into an autorenewal subscription and/or negative option
7 situation; and (d) wrongfully committed by design in order to increase JustAnswer's
8 own profit, while at the same time taking Plaintiff and the proposed class's money
9 without informed consent.

10 170. Plaintiff has standing to pursue this cause of action as Plaintiff has
11 suffered injury in fact and has lost money or property as a result of JustAnswers'
12 actions as delineated herein.

13 171. As a direct and proximate result of JustAnswers' unfair, unlawful,
14 unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or in bad
15 faith business practices, Plaintiff and the proposed Class have suffered injury in fact
16 and lost money or property.

17 172. In addition, JustAnswer's conduct violates the California Automatic
18 Renewal Law (Bus. & Prof. Code, § 17600 *et seq.* (ARL) and under the unlawful
19 prong of the UCL a violation of another law is treated as unfair competition and is
20 independently actionable.

21 173. JustAnswer imposed charges without complying with all applicable
22 requirements of the ARL including without limitation the lack of clear and
23 conspicuous disclosure of certain terms and conditions and affirmative consent by
24 the Plaintiff and the proposed Class or other provisions of the ARL.

25 174. JustAnswer's acts, omissions, nondisclosures, misleading statements as
26 alleged herein were and are false, misleading, and/or are likely to deceive the general
27
28

1 public and thus constitute fraudulent business practices in violation of the UCL.
2 These acts, omissions, nondisclosures, and misleading statements were contrary to
3 the provisions of the False Advertising Law, Bus. & Prof. Code, § 17500 and
4 constitute violations of the UCL

5 175. The basis for Plaintiff's respective claims emanated from California as
6 one or more decisions regarding JustAnswer's policies and practices occurred at its
7 California headquarters.

8 176. As demonstrated by its acts herein, JustAnswer had and has no intention
9 of honoring its conspicuous promises. As such, JustAnswer has violated Business
10 and Professions Code sections 17200, *et seq.*, and has engaged in unfair, unlawful,
11 unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or in bad
12 faith business act or practice and/or unfair, deceptive, untrue, or misleading
13 advertising.

14 177. Further, the Plaintiff was and is a party aggrieved and who has suffered
15 injury as a result of JustAnswer's unfair, deceptive, untrue, and/or misleading
16 advertising. Plaintiff has sustained damages as alleged herein.

17 178. Pursuant to *Kraus v. Trinity Mgr. Services, Inc.* (2000) 23 Cal.4th 116,
18 138, restitution of Plaintiff's automatic renewal and/or negative option fees are
19 compelled.

20 179. Further, Plaintiff is not required to exhaust all other remedies prior to
21 pursuing the remedies afforded by Business and Professions Code section 17200.
22 Pursuant to Business and Professions Code section 17205, these statutory remedies
23 are cumulative to all other laws of this state.

24 180. Plaintiff is informed and believe and, on that basis, allege that the
25 unfair, unlawful, unethical, deceptive, fraudulent, unreasonable, otherwise
26 wrongful, and/or in bad faith practices alleged above are continuing in nature and
27

1 are widespread practices engaged in by JustAnswers.

2 181. The conduct of JustAnswers, as set forth above, constituted unfair,
3 unlawful, unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or
4 in bad faith business practices as defined by the above-referenced statutes.

5 182. Plaintiff prosecutes this action on Plaintiff's own respective behalf, on
6 behalf of the general public, and on behalf of others similarly situated.

7 183. Plaintiff is entitled to an injunction preventing JustAnswer from
8 engaging in the widespread conduct alleged herein, to restitution, and for an award
9 of attorney's fees upon prevailing in this request for relief.

10 184. Plaintiff and members of the proposed Class paid what they believed to
11 be a one-time fee to obtain help regarding a problem from JustAnswer LLC but were
12 continued to be billed \$46.00 or similar amount a month in perpetuity and are thereby
13 entitled to have restored to them the sums of money that exceeded the original fee.
14 Additionally, Plaintiff and members of the proposed Class paid for what JustAnswer
15 represented was answers from an expert. JustAnswer further represented "Experts
16 are ready to answer your General questions on JustAnswer. Each Expert on
17 JustAnswer has passed a rigorous application and credential-verification process."
18 However, in the fine print, JustAnswer stated that JustAnswer did not vet or verify
19 the person answering questions and instead defining an expert as "the person who
20 answers a question on the Site" and further representing "Use of the term 'Expert'
21 by JustAnswer and on the Site is only meant to describe Users who answer questions
22 on the Site, and not to guarantee any particular level of expertise of these Experts."

23 **SIXTH CAUSE OF ACTION**

24 **CONVERSION**

25 **(On Behalf of Plaintiff and the Proposed Class)**

26 185. Plaintiff realleges and incorporates by reference paragraphs 1-106 as
27
28

1 though fully set forth herein.

2 186. JustAnswer has enrolled Plaintiff and the proposed Class in automatic
3 renewal programs and/or continuous service programs without their informed
4 consent and: (a) failed to present the automatic renewal or continuous service offer
5 in a clear and conspicuous manner before the subscription or purchasing agreement
6 is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in
7 temporal proximity, to the request for consent to the offer; (b) charging the
8 consumer's credit or debit card or the consumer's third-party payment account for
9 an automatic renewal or continuous service without first obtaining the consumer's
10 affirmative consent to an agreement containing clear and conspicuous disclosures
11 of the automatic renewal offer terms or continue service offer terms; and (c) failed
12 to provide an acknowledgment that includes the required clear and conspicuous
13 disclosure of automatic renewal or continuous service offer terms, cancellation
14 policy, information regarding how to cancel, and a toll-free telephone number,
15 electronic mail address, postal address or other mechanism for cancellation.

16 187. Additionally, JustAnswer engaged in the unfair and deceptive act or
17 practice of (a) misrepresenting material facts in selling any good or service with a
18 negative-option feature; (b) failing to disclose material facts prior to obtaining
19 consumer's billing information and charging customers; (c) failing to obtain
20 unambiguous affirmative consent to the negative option feature prior to charging
21 Plaintiff and the proposed Class for it; and (d) failing to provide Plaintiff and the
22 proposed Class with simple cancellation mechanisms to immediately halt all
23 recurring charges.

24 188. Plaintiff and the proposed Class suffered injury-in-fact and lost money
25 as a result of JustAnswer's unlawful failure to obtain authorization to charge a
26 monthly fee for its automatic renewal and/or negative option membership.
27
28

1 189. JustAnswer's collection and retention of money resulted in the
2 wrongful exercise of dominion over property belonging to Plaintiff and the proposed
3 Class.

4 190. Plaintiff and the proposed Class are entitled to restitution of all
5 amounts that JustAnswer charged to their respective credit cards, debit card, or third-
6 party payment accounts.

7 **SEVENTH CAUSE OF ACTION**
8 **NEGLIGENT MISREPRESENTATION**
9 **(On Behalf of Plaintiff and the Proposed Class)**

10 191. Plaintiff realleges and incorporates by reference paragraphs 1-106 as
11 though fully set forth herein.

12 192. JustAnswer's practice of: (a) misrepresenting material facts in selling
13 any good or service with a negative-option feature; (b) failing to disclose material
14 facts prior to obtaining consumer's billing information and charging customers; (c)
15 failing to obtain unambiguous affirmative consent to the negative option feature
16 prior to charging Plaintiff and the proposed Class for it; and/or (d) failing to provide
17 Plaintiff and the proposed Class with simple cancellation mechanisms to
18 immediately halt all recurring charges are material facts that influenced the decision
19 of Plaintiff and the proposed Class to provide payment card information and ask a
20 question on JustAnswer.

21 193. JustAnswer's practice of failing to adequately advise consumers that
22 they would enter into automatic renewals, failure to provide the acknowledgement
23 required by the Automatic Renewal Laws, and/or failure to provide an easy way to
24 stop your card being charged are material facts that influenced the decision of
25 Plaintiff and the proposed Class to provide payment card information and ask a
26 question on JustAnswer.

1 194. JustAnswer enrolled Plaintiff and the proposed Class in automatic
2 renewal programs and/or continuous service programs and/or negative option
3 programs without their informed consent and: (a) failed to present the automatic
4 renewal or continuous service offer in a clear and conspicuous manner before the
5 subscription or purchasing agreement is fulfilled and in visual proximity, or in the
6 case of an offer conveyed by voice, in temporal proximity, to the request for consent
7 to the offer; (b) charging the consumer's credit or debit card or the consumer's third-
8 party payment account for an automatic renewal or continuous service without first
9 obtaining the consumer's affirmative consent to an agreement containing clear and
10 conspicuous disclosures of the automatic renewal offer terms or continue service
11 offer terms; and (c) failed to provide an acknowledgment that includes the required
12 clear and conspicuous disclosure of automatic renewal or continuous service offer
13 terms, cancellation policy, information regarding how to cancel, and a toll-free
14 telephone number, electronic mail address, postal address or other mechanism for
15 cancellation.

16 195. Additionally, JustAnswer misrepresented material facts in selling any
17 good or service with a negative-option feature; (b) failed to disclose material facts
18 prior to obtaining consumer's billing information and charging customers; (c) failed
19 to obtain unambiguous affirmative consent to the negative option feature prior to
20 charging Plaintiff and the proposed Class for it; and (d) failed to provide Plaintiff
21 and the proposed Class with simple cancellation mechanisms to immediately halt all
22 recurring charges.

23 196. At the time JustAnswer made the material misrepresentations and/or
24 omissions, JustAnswer knew or should have known that the misrepresentations were
25 false, or JustAnswer made the misrepresentations without knowledge of their truth
26 or veracity.

1 197. Plaintiff and the proposed Class reasonably, justifiably, and
2 detrimentally relied on the misrepresentations and, as a proximate result thereof,
3 suffered damages and could suffer additional damages in the future.

4 **EIGHTH CAUSE OF ACTION**

5 **UNJUST ENRICHMENT**

6 **(On Behalf of Plaintiff and the Proposed Class)**

7 198. Plaintiff realleges and incorporates by reference paragraphs 1-106 as
8 though fully set forth herein.

9 199. Plaintiff, individually and on behalf of the proposed Class, assert a
10 common law claim for unjust enrichment.

11 200. By means of its pattern of wrongful conduct, JustAnswer knowingly
12 assessed fees upon Plaintiff and the proposed Class that are unfair, unconscionable,
13 and oppressive.

14 201. JustAnswer knowingly received and retained wrongful benefits and
15 funds from Plaintiff and the proposed Class. In so doing, JustAnswer acted with
16 conscious disregard for the rights of Plaintiff and the proposed Class.

17 202. As a result of JustAnswer's wrongful conduct as alleged herein,
18 JustAnswer has been unjustly enriched at the expense of, and to the detriment of,
19 Plaintiff and the proposed Class.

20 203. JustAnswer's unjust enrichment is traceable to, and resulted directly
21 and proximately from, the conduct alleged herein.

22 204. Under the common law doctrine of unjust enrichment, it is inequitable
23 for JustAnswer to retain the benefits it received, and is still receiving, without
24 justification from the imposition of the automatic renewal fees.

25 205. The financial benefits derived by JustAnswer rightfully belong to
26 Plaintiff and the Proposed Class. JustAnswer should be compelled to disgorge to a
27
28

1 common fund for the benefit of Plaintiff and the proposed Class all wrongful or
2 inequitable proceeds collected by JustAnswer. A constructive trust should be
3 imposed upon all wrongful or inequitable sums received by JustAnswer traceable to
4 Plaintiff and the proposed Class.

5 206. Plaintiff and the proposed Class have no adequate remedy at law.

6 207. Plaintiff and the proposed Class seek disgorgement of all proceeds,
7 profits, benefits, and other compensation obtained by JustAnswer from their
8 improper and unlawful subscription charges, as well as all other appropriate relief
9 permitted by law of unjust enrichment, including reasonable attorneys' fees and
10 costs of suit.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment against JustAnswer as follows:

13 (a) Certifying the proposed Class defined above, appointing the Plaintiff as
14 a Class representative, and designating undersigned attorneys as Class Counsel;

15 (b) Finding that JustAnswer committed the violations of law alleged
16 herein;

17 (c) Determining that JustAnswer was unjustly enriched as a result of its
18 pattern of wrongful conduct;

19 (d) *Expressly excluding any and all damages under California's*
20 *Consumer Legal Remedies Act ("CLRA") Cal. Civ. Code § 1750*, providing to
21 each Class Member compensatory, statutory, treble, nominal, and/or punitive
22 damages owed to them as a result of Defendants' violations of law;

23 (e) Granting all appropriate relief including injunctive relief on behalf of
24 Plaintiff and the Class under the applicable state laws;

25 (f) Awarding interest, costs, reasonable attorneys' fees, costs, and
26 expenses; and
27
28

1 (g) Granting all such other relief as the Court deems appropriate.

2 **DEMAND FOR TRIAL BY JURY**

3 Plaintiff demands a trial by jury of any and all issues in this action so triable
4 as of right.

5 Respectfully Submitted,

6 DATED: October 23, 2025

By: /s/ Francis J. "Casey" Flynn, Jr.

Francis J. "Casey" Flynn, Jr. #304712

casey@lawofficeflynn.com

8 **LAW OFFICES OF FRANCIS J.
9 FLYNN, JR.**

6057 Metropolitan Plz.

Los Angeles, CA 90036

Tele: 314-662-2836

12 Joseph Lyon, #351117

13 jlyon@thelyonfirm.com

14 **THE LYON FIRM**

2754 Erie Avenue

15 Cincinnati, Ohio 45208

16 Tele: 513-381-2333

Fax: 513-766-9011

17 *Attorneys for Plaintiff and the Proposed*
18 *Class and Sub-Class*