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Superior Court of California,  
County of Alameda

**03/23/2026 at 03:19:47 PM**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF ALAMEDA

10

11 OLIVIA VENEGAS,  
individually and on behalf of all others  
12 similarly situated,

13 Plaintiff,

14 vs.

15 AIRSLATE, INC.,  
a Delaware corporation;  
16 and DOES 1-50, inclusive,

17 Defendants.  
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CASE NO. **26CV177832**

CLASS ACTION COMPLAINT FOR:

(1) FALSE ADVERTISING (BASED ON  
VIOLATION OF THE CALIFORNIA  
AUTOMATIC RENEWAL LAW)  
[Bus. & Prof. Code, § 17600 et seq. & § 17535];  
and

(2) UNFAIR COMPETITION  
[Bus. & Prof. Code, § 17200 et seq.]

**INTRODUCTION**

1  
2 1. This class action complaint alleges that defendant AirSlate, Inc. violates California  
3 law in connection with the advertising and sale of a computer software product called “pdfFiller.”

4 2. AirSlate’s advertising represents that consumers can obtain a “free trial” of pdfFiller.  
5 However, upon receiving a consumer’s request for a free trial, AirSlate enrolls the consumer in an  
6 automatic renewal arrangement under which AirSlate imposes subsequent and unauthorized charges  
7 to the consumer’s credit card, debit card, or third-party payment account. AirSlate apparently  
8 attempts to justify the subsequent charges by arguing that the consumer “agreed” to an automatic  
9 renewal arrangement with periodic charges upon expiration of a trial period.

10 3. AirSlate’s business practices violate multiple aspects of California law. Among other  
11 things, AirSlate fails to provide the clear and conspicuous disclosures mandated by California law;  
12 charges consumers for automatic renewal subscriptions without first obtaining the consumer’s  
13 affirmative consent to an agreement that contains clear and conspicuous disclosure of required  
14 automatic renewal offer terms; fails to provide consumers with an acknowledgment mandated by  
15 California law; and fails to provide a cost-effective, timely, and easy-to-use mechanism for  
16 cancellation. Such conduct constitutes false advertising, based on violation of the Automatic  
17 Renewal Law (Bus. & Prof. Code, § 17600 et seq. & § 17535), and violates the Unfair Competition  
18 Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

19 4. This action seeks restitution for Plaintiff and other affected California consumers, as  
20 well as public injunctive relief for the benefit of the general public of the State of California.

**THE PARTIES**

21  
22 5. Plaintiff Olivia Venegas (“Plaintiff”) is an individual residing in Orange County,  
23 California.

24 6. Defendant AirSlate, Inc. (“AirSlate”) is a corporation organized under the laws of  
25 Delaware with a principal place of business in Massachusetts. AirSlate does business in Alameda  
26 County and throughout California, including the marketing and sale of pdfFiller and other software  
27 products.  
28



1 (See Exhibit 2 at p. 8.)

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

7 a. Fail to present the automatic renewal offer terms or continuous service offer  
8 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled  
9 and in visual proximity to the request for consent to the offer; and if the offer includes a trial, fail to  
10 include a clear and conspicuous explanation of the price that will be charged after the trial ends.  
11 (§ 17602(a)(1).) For this purpose, “clear and conspicuous” means “in larger type than the  
12 surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set  
13 off from the surrounding text of the same size by symbols or other marks, in a manner that clearly  
14 calls attention to the language.” (§ 17601(a)(3).) The statute defines “automatic renewal offer terms”  
15 to mean the “clear and conspicuous” disclosure of the following: (a) that the subscription or  
16 purchasing agreement will continue until the consumer cancels; (b) the description of the  
17 cancellation policy that applies to the offer; (c) the recurring charges that will be charged to the  
18 consumer’s credit or debit card or payment account with a third party as part of the automatic  
19 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and  
20 the amount to which the charge will change, if known; (d) the length of the automatic renewal term  
21 or that the service is continuous, unless the length of the term is chosen by the consumer; and (e) the  
22 minimum purchase obligation, if any. (§ 17601(a)(2).)

23 b. Charge the consumer’s credit or debit card or the consumer’s account with a  
24 third party for an automatic renewal or continuous service without first obtaining the consumer’s  
25 affirmative consent to the agreement containing the automatic renewal offer terms or continuous  
26 service offer terms, including the terms of an automatic renewal offer or continuous service offer  
27 that is made at a promotional or discounted price for a limited period of time. (§ 17602(a)(2).)

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1 c. Fail to provide an acknowledgment that includes clear and conspicuous  
2 disclosure of the automatic renewal or continuous service offer terms, cancellation policy, and  
3 information regarding how to cancel, all of which is required to be provided in a manner that is  
4 capable of being retained by the consumer. (§ 17602(a)(3).)

5 d. Fail to obtain the consumer’s express affirmative consent to the automatic  
6 renewal or continuous service offer terms. (§ 17602(a)(4).)

7 12. Section 17602(c)(1) requires that the acknowledgment specified in § 17602(a)(3)  
8 include a toll-free telephone number, email address, or another “cost-effective, timely, and easy-to-  
9 use” mechanism for cancellation.

10 13. If a business sends any goods, wares, merchandise, or products to a consumer under  
11 an automatic renewal or continuous service arrangement without first obtaining the consumer’s  
12 affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic  
13 renewal offer terms, such material is deemed to be an “unconditional gift” to the consumer.  
14 (§ 17603.)

15 14. In this Complaint, references to an “automatic renewal” arrangement encompass a  
16 “continuous service” arrangement, unless otherwise specified.

17 15. The remedies available for false advertising based on violation of the ARL are  
18 restitution and injunctive relief. (§ 17535 & § 17604(a).) These remedies are cumulative to each  
19 other and to remedies available under all other laws of California. (§ 17534.5.)

20 **Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.)**

21 16. The UCL defines unfair competition as including any unlawful, unfair, or fraudulent  
22 business act or practice; any unfair, deceptive, untrue, or misleading advertising; and any act  
23 prohibited by Chapter 1 of the FAL, § 17500 et seq. (§ 17200.)

24 17. The remedies available for unfair competition are restitution and injunctive relief.  
25 (§ 17203.) These remedies are cumulative to each other and to the remedies available under all other  
26 laws of California. (§ 17205.)

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1 OVERVIEW OF AIRSLATE’S BUSINESS PRACTICES

2 18. The business practices at issue in this case have been the subject of literally hundreds  
3 of consumer complaints to the Better Business Bureau (“BBB”). Many consumers report that they  
4 were enrolled in an automatic renewal subscription and/or that AirSlate imposed unauthorized  
5 charges on their credit cards, debit cards, or other payment accounts such as Venmo or PayPal. Other  
6 consumers report that such unauthorized charges or withdrawals were made even after the consumer  
7 explicitly cancelled a purported subscription.

8 19. Illustrative complaints and reviews posted on the BBB website  
9 (<<https://www.bbb.org/us/ma/brookline/profile/computer-software/airslate-inc-0021-119177>> [as  
10 of March 23, 2026]) include the following (copied verbatim):

11 **Billing Issues (Dec. 12, 2025).** My venmo account is being charged annually for a  
12 subscription to Airslate that I never signed up for. I dont use venmo to pay any bills.  
13 These are fraudulent charges. [REDACTED] will not dispute because charges were  
14 automatically paid. Airslate has multiple websites, none of which offer any way to  
15 modify or cancel subscriptions. This is a scam and should be addressed. I also need  
to confirm that they will no longer charge me but the company is set up in a way that  
even their contact us/help pages are just run around offering no real support.

16 A true and correct printout of that complaint is attached as Exhibit 3.

17 **Product Issues (Nov. 30, 2025).** I have been charged on [REDACTED] for 5 months  
18 now from a company named Airslate [REDACTED] and I don’t even have an account  
19 with them to have a subscription. I have looked online and they are doing this to  
20 many people. They also have no contact number or email to reach them by that I can  
find. I want my money back from them.

21 A true and correct printout of that complaint is attached as Exhibit 4.

22 **A.T. (Nov. 14, 2025).** I do not have an account. I reached out numerous times  
23 showing I was charged \$154.08 and no one will get back to me! Please refund my  
24 account immediately! I tried disputing with [REDACTED] but they declined it! Poor  
customer service.

25 A true and correct printout of that complaint is attached as Exhibit 5.

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1 **Wa K. (Oct. 30, 2025).** I noticed an unauthorized charge of \$132.00 to my Venmo  
2 account on Oct 29, 2025, listed under your companys name, AirSlate Inc.I would  
3 like to make it clear that:I did not authorize this payment.I have never used your  
4 services.I do not own or operate a business account.I have no idea how my Venmo  
5 account information was obtained by your company, but this transaction was made  
without my consent or knowledge.Please issue a full refund of \$132.00 immediately  
and confirm once the refund has been processed.I have also reported this charge to  
Venmo as an unauthorized transaction.

6 A true and correct printout of that complaint is attached as Exhibit 6.

7 **Billing Issues (Oct. 22, 2025).** I received a charge on my venmo card for \$104.81,  
8 free trial that was cancelled or thought it was due to the confusing path they make  
9 you follow.

10 A true and correct printout of that complaint is attached as Exhibit 7.

11 **Jason M. (Sept. 17, 2025).** This company has been charging me \$20 monthly for  
12 several months. I am embarrassed to admit that I did not catch this sooner. I tried to  
13 go online and figure out how to cancel.. It is impossible. I had to contact my credit  
14 card company to even assist with finding a phone number. In an attempt to cancel.  
15 Their sign up process is deceptive!! Evidently once I finally got through to someone  
I signed up for a trial through [REDACTED].. something I do not recall doing. Certainly  
not for a monthly subscription at \$20 month. And they capitalize on making it  
difficult to contact them much less cancel. They should be ashamed of their  
practices!!!

16 A true and correct printout of that complaint is attached as Exhibit 8.

17 **Karen B. (Sept. 17, 2025).** I tried to cancel my free trial and of course they make it  
18 very difficult and confusing do it on their website. I got live help and confirmation  
19 that my account had been canceled. Then in the middle of the night, I got a fraud  
alert from my credit card stating that the company had tried to charge me &96.

20 A true and correct printout of that complaint is attached as Exhibit 9.

21 **Billing Issues (Aug. 23, 2025).** After cancelling my trial subscription in July 2025 I  
22 was billed \$96 for an annual membership on 8-21-2025.

23 A true and correct printout of that complaint is attached as Exhibit 10.

24 **Service or Repair Issues (Jan. 28, 2025).** I have asked this company [REDACTED]  
25 parent company airSlate to cancel my subscription for months. I have proof that I  
26 have reached out to customer service multiple time after unsuccessfully trying to  
27 cancel on my own. Today, again, they charged me \$39 which I did not authorize.  
This is the third month of unauthorized charges from them and they wont stop. They  
claim they cannot find my account yet continue to charge me. I have reached out  
multiple times over email as well as their text box customer service. Its a joke.

28 A true and correct printout of that complaint is attached as Exhibit 11.

1 **Billing Issues (Aug. 23, 2024).** I was charged 96\$ to my venmo account by  
2 [REDACTED]. This transaction went through at 4:46am. I used a service that they sell  
3 once, as it was marketed as free. I never provided any banking information and never  
4 agreed to signing up for an annual charge for their service. I don't know how they  
got my information to create a venmo charge, but this practice is extremely deceptive  
and predatory. I would appreciate a refund.

5 A true and correct printout of that complaint is attached as Exhibit 12.

6 **Sales and Advertising Issues (Aug. 17, 2024).** I was charged by airslate LLC for a  
7 subscription that I never signed up for. Predatory and fraud company., I do not use  
8 my Venmo for subscriptions and this is the account/card that was charged. I have no  
record via email of this purchase.

9 A true and correct printout of that complaint is attached as Exhibit 13.

10 **Billing Issues (Aug. 1, 2024).** I was charged \$96 by a company named Airslate  
11 through my venmo account. I used the service once under the implication it was free,  
12 did not provide any billing information. I have no email confirmations or any  
13 correspondence from Airslate indicating they would be charging me \$96. This is  
fraudulent and predatory.

14 A true and correct printout of that complaint is attached as Exhibit 14.

15 **Lisa T. (July 12, 2024).** I utilized this online PDFFiller service for one time. I  
16 cancelled the subscription. PDFfiller erroneously billed without notification. Once  
17 billed, I cancelled the new subscription and contacted customer support for a refund.  
18 The company responded that I needed to send them proof of payment through  
19 PayPal. The information requested is what they already had. I believe their inability  
20 to notify the customer of a coming payment and even requesting information they  
already have record of are deceptive practices, in my feedback to the company, I  
noted that all subscriptions I now have notify me of the coming charging.  
[REDACTED] is important. PDFfiller struggle with transparent practices.

21 A true and correct printout of that complaint is attached as Exhibit 15.

22 **Product Issues (Jan. 31, 2024).** \$100.69 was taken out of my account on 01/31/2024  
23 without my permission. This is fraud. There is no customer service number to contact  
24 them to discuss getting a refund. I would like the money to be put back in my  
account!!!!@

25 A true and correct printout of that complaint is attached as Exhibit 16.

26 **Service or Repair Issues (Jan. 18, 2024).** Airslate [REDACTED] tool \$144 twice from  
27 my venmo with no authorization! Its unbelievable what I've been through over this!

28 A true and correct printout of that complaint is attached as Exhibit 17.

1 **Billing Issues (Jan. 7, 2024).** Last night at 12:28 AM I was charged for a year  
2 membership for PDFfiller, a free service I used to fill out a form. I did not authorize  
3 this charge and request a refund.

3 A true and correct printout of that complaint is attached as Exhibit 18.

4 **Billing Issues (Dec. 20, 2023).** Today (December 20, 2023), I woke up to an  
5 unauthorized charge of \$150.48 from Airslate [REDACTED] to my Venmo account. I  
6 do not know who Airslate is and I have no idea how they got access to my Venmo  
7 information. This is an unacceptable business practice and I do not know how this  
8 has not been remedied by the company with all of the previous similar complaints.

8 A true and correct printout of that complaint is attached as Exhibit 19.

9 **Billing Issues (June 23, 2023).** I received a charge on my bank account for \$103.06  
10 today, June 23, 2023. I have never heard of this company nor its other PDFFiller  
11 company. I would like my money back ASAP because now days it's hard to come  
12 by \$103.06. I never signed up for any subscription nor any emails. I haven't gotten  
13 any notifications or emails about this company or I would have stopped the charge.  
14 If it's not the company doing the charges then a investigation needs to be done to  
15 find out who is behind the unnecessary charges.

14 A true and correct printout of that complaint is attached as Exhibit 20.

15 **Product Issues (Apr. 29, 2023).** Hi, [REDACTED] charged my Venmo account  
16 \$144.00 without my consent at 5 am on 4/29/2023. I am very frustrated because this  
17 took from my rent money and I am a single mother. I am requesting a refund of my  
18 money as quickly as possible.

18 A true and correct printout of that complaint is attached as Exhibit 21.

19 **Billing Issues (Mar. 20, 2023).** I've already canceled my plan for AirSlate for  
20 months, I've even deleted my account but still get charged for \$20 every month, this  
21 company is frauding the customers.

22 A true and correct printout of that complaint is attached as Exhibit 22.

23 **Billing Issues (Feb. 14, 2023).** I tried to buy groceries just now and my card was  
24 declined! When I checked my account I saw a charge for \$96 through Venmo from  
25 AirSlate, Inc. on Monday, Feb 13, 2023 at 4:08am. I was asleep with my phone on  
26 my nightstand at 4:08am! I have NEVER heard of this company nor have I ever  
27 purchased or NEVER authorized any transactions with them. This fraudulent charge  
28 has left my balance negative and now I have no idea how to get my groceries!! I  
would like my money refunded back to me and this company penalized for stealing  
from me!

28 A true and correct printout of that complaint is attached as Exhibit 23.

1 **Service or Repair Issues (Jan. 23, 2023).** I tried to use my debit card when it was  
2 declined. I checked my bank account and it was at a negative value. I noticed a \$144  
3 charge from “AirSlate \*\*\*\*\* a company I have NEVER heard of, on my venmo.  
4 Venmo is only used for my best friend. I never use it for purchases. I am an 18 year  
5 old nursing student, who you guys STOLE from. I then came to find that you have  
done this to so many other innocent people. What is wrong with you people? Do  
better, and give me my money back.

6 A true and correct printout of that complaint is attached as Exhibit 24.

7 **Billing Issues. (Jan. 14, 2023).** There was an unauthorized charge to my Venmo  
8 account for 96\$. Tried calling the company and nothing has been done. Ive never  
9 heard of this company till the charge popped up in my account.

10 A true and correct printout of that complaint is attached as Exhibit 25.

11 **Service or Repair Issues. (Dec. 11, 2022).** I have been trying to unsubscribe to  
12 PDFFiller service since August. I have wrote them, and attempted to unsubscribe  
13 online. I am still being charged a monthly bill and dont know how to make it stop.

14 A true and correct printout of that complaint is attached as Exhibit 26.

15 20. After analyzing the large number of consumer complaints regarding AirSlate’s  
16 business practices, the BBB concluded that “[t]he vast majority of complaints involve customers  
17 being charged by AirSlate without their knowledge or consent, often through their linked Venmo  
18 accounts.” The BBB further found that “[m]ost complainants state they have never heard of AirSlate  
19 before and have no idea why they were charged, suggesting they did not knowingly sign up for any  
20 services” and “[c]ustomers express frustration with AirSlate’s lack of responsiveness and inability  
21 to easily obtain refunds for unauthorized charges.... [and] difficulty canceling unwanted  
22 subscriptions.” On April 22, 2024, the BBB posted those findings to its website as “Important  
23 Information” regarding AirSlate. (See Exhibit 27.)

24 21. On July 1, 2024, AirSlate responded to the BBB by stating “99% of the complaints  
25 are, sadly, related to the fact that [some] people do not understand how free trial period works as  
26 such. On our end, we did everything possible to prevent this misunderstanding: there is explicit  
27 information provided upon account registration and there is also an email sent which contains info  
28 on the free trial deadline and other important details.” (See Exhibit 27, alteration in original.)

1           22.     AirSlate’s claim that it does “everything possible” to “prevent [] misunderstanding”  
2 is plainly not true. As described below, AirSlate has not taken simple steps that could eliminate  
3 confusion and its disclosures fail to comply with California law.

4           23.     Defendants advertise and sell pdfFiller through www.pdfFiller.com and possibly  
5 other websites or channels, often as a “free trial.” As an example of a “free trial” offer, the webpage  
6 sequence for pdfFiller.com is described below. The screen shown below (the “pdfFiller Selection  
7 Screen”) states in bold type that the consumer can “**Start your FREE trial of pdfFiller!**”

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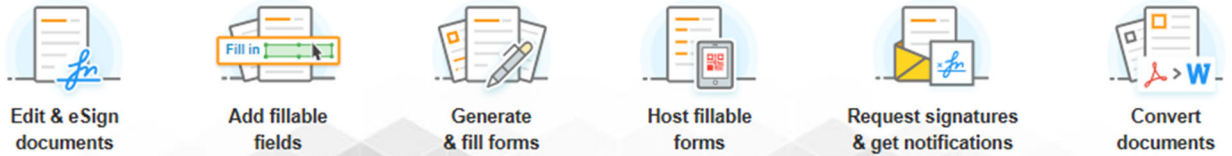
(Exhibit 28 - pdfFiller Selection Screen)

## Start your FREE trial of pdfFiller!

Choose The Premium plan to also get the fully integrated signNow e-Signature solution and USLegal Forms — the largest online library of legal forms

Don't worry, you can always switch plans or cancel anytime

No matter which plan you choose, a **30-DAY FREE TRIAL** is included in each plan



BASIC	PLUS	PREMIUM <span style="float: right;">BEST VALUE</span>
<b>Fill and edit documents</b>	<b>Create documents and templates</b>	<b>eSign and create workflows</b>
<ul style="list-style-type: none"> <li>Edit, fill, draw, print, save or fax</li> <li>Convert PDFs to editable Word documents</li> <li>Erase, highlight &amp; re-write PDFs</li> <li>Access documents from anywhere</li> </ul>	<ul style="list-style-type: none"> <li>Create reusable templates</li> <li>Merge, rearrange or add pages</li> <li>Add basic fillable fields</li> <li>Convert PDFs to editable Word documents</li> </ul>	<ul style="list-style-type: none"> <li>Send documents out to be signed using signNow</li> <li>US Legal Forms Library</li> <li>Create reusable templates</li> <li>Collect and export data</li> <li>Advanced workflows</li> </ul>
<a href="#">View more</a>	<a href="#">View more</a>	<a href="#">View more</a>
Customer support <b>WITHIN A DAY</b>	Customer support <b>WITHIN 30 MINUTES</b>	Customer support <b>INSTANT CHAT</b>
<b>\$20</b>	<b>\$30</b>	<b>\$40</b>
per month	per month	per month
Select Payment Schedule	Select Payment Schedule	Select Payment Schedule
Month-to-month	Month-to-month	Month-to-month
<b>Month-to-month Basic plan selected</b>	Choose month-to-month Plus plan	Choose month-to-month Premium plan

A copy of the complete webpage that includes this screen is attached hereto as Exhibit 28.

1 24. When a plan is selected, the consumer can scroll to the bottom of the webpage to the  
2 portion of the screen containing data fields for entry of name and other information. That screen  
3 (the “pdfFiller Payment Screen”) is shown below, reflecting selection of the “Basic (Monthly)” plan,  
4 three prominent statements that this is a “30-day free trial,” and the prominent statement in large  
5 green type, “**Today’s Charge: \$0.00.**”

6 (Exhibit 28 - pdfFiller Payment Screen)

7 **Enter your payment information to start your 30-day free trial**

8 Your first charge will be after your **30-DAY FREE TRIAL** ends ?

9 ⓘ Billing information on your statement will show a charge "SupportPDFfiller.com 855-750-1663"

10 Purchase summary **BASIC (MONTHLY)**

11 Switch to Premium Plan to Get a  
12 [Free signNow Premium](#)  
13 Free US Legal Forms

14 [Switch to Premium](#)

15 **Today's charge: \$0.00**

16 After 30 days \$20 per month

17  Monthly

18 First name

19 Last name

20 Card number



21 Exp. date

22 CW/CVC  CVV [What is this?](#)

23 Zip code

24  I have read and agree to the [Terms and Conditions](#)

25 **Start my free 30-day trial!**



26 **Try it risk free**

27 You can change plans, or cancel  
28 anytime during your **30-DAY FREE TRIAL** and you won't be charged anything.

airSlate Inc. 17 Station street, 3rd floor,  
Brookline MA, 02445, USA

23 The pdfFiller Selection Screen and pdfFiller Payment Screen are included on the same webpage, a  
24 copy of which is attached hereto as Exhibit 28.

25 25. When a consumer clicks one of the ApplePay, GooglePay, PayPal, or Venmo  
26 buttons, the consumer can proceed without checking the small box that appears above the button  
27 entitled **Start my free 30-day trial!**



1 or purchasing agreement will continue until the consumer cancels and there is no description of the  
2 cancellation policy that applies to the offer.

3 30. AirSlate also fails to provide an acknowledgment that contains clear and conspicuous  
4 disclosure of automatic renewal offer terms, the cancellation policy, and information regarding how  
5 to cancel, in violation of § 17602(a)(3).

6 31. AirSlate also fails to provide a “cost-effective, timely, and easy-to-use mechanism  
7 for cancellation,” in violation of § 17602(c)(1).

8 **PLAINTIFF’S TRANSACTION**

9 32. In December 2024, Plaintiff reviewed her Venmo account and noticed two charges  
10 by “AirSlate Inc.” in the amount of \$20 each, posted on December 26, 2024. When Plaintiff  
11 investigated those charges, she discovered that AirSlate had been charging her every month since  
12 September 2023, including, for part of that period, two \$20 charges each month.

13 33. After learning that AirSlate markets and sells PDF software, Plaintiff recalled that  
14 she had previously accessed what she understood to be a free trial of pdfFiller. The actual website  
15 screens presented to Plaintiff are in the exclusive possession of AirSlate and will be the subject of  
16 discovery in this action. Without waiving the right to introduce evidence of any website screens  
17 produced in discovery, Plaintiff alleges on information and belief that the sequence of screens  
18 presented to her was, in material respects, substantially similar to the sequence described above and  
19 reflected in Exhibits 28 and 29. Plaintiff was not aware that AirSlate would enroll her in a  
20 subscription or post charges to her Venmo account, and she did not authorize AirSlate to do so.

21 34. On January 2, 2025, Plaintiff contacted AirSlate via its online chat platform to  
22 request a refund and ask that AirSlate cancel any further charges. AirSlate acknowledged Plaintiff’s  
23 request and represented that it would cancel further charges, but AirSlate agreed to refund only \$20.

24 35. In November 2025, Plaintiff discovered that her Venmo account was still being  
25 charged by AirSlate in the amount of \$20 per month. Upon investigation, Plaintiff discovered that  
26 such charges had been imposed each month since January 2025. On November 5, 2025, Plaintiff  
27 once again contacted AirSlate via its online chat platform to request a refund and ask that AirSlate  
28 cancel any further charges. Eventually, through the chatbot, AirSlate confirmed cancellation of the

1 charges but did not provide any refund.

2 36. When Plaintiff accessed what she understood to be a free trial of pdfFiller, she was  
3 not aware that AirSlate would contend she had given consent to be enrolled in an automatic renewal  
4 subscription or that AirSlate would contend she had given consent for AirSlate to post charges to  
5 her Venmo account. If Plaintiff had known that AirSlate was going to enroll her in a subscription  
6 for which AirSlate would impose subsequent charges, Plaintiff would not have agreed to any offer  
7 for pdfFiller.

8 37. Plaintiff has no intention to purchase any product or otherwise do business with  
9 AirSlate in the future.

10 **CLASS ACTION ALLEGATIONS**

11 38. Plaintiff brings this lawsuit as a class action under Code of Civil Procedure § 382 on  
12 behalf of the following Class: “All individuals in California who, within the statute of limitations  
13 period, submitted a request for a free trial of pdfFiller and were enrolled in an automatic renewal  
14 subscription, limited to individuals who did not receive a full refund. Excluded from the Class are  
15 all employees of Defendants, all employees of Plaintiff’s counsel, and the judicial officers to whom  
16 this case is assigned.”

17 39. Ascertainability. The members of the Class may be ascertained by reviewing records  
18 in the possession of Defendants and/or third parties, including without limitation Defendants’  
19 marketing and advertising records, customer records, and billing records.

20 40. Common Questions of Fact or Law. There are questions of fact or law that are  
21 common to the members of the Class, which predominate over individual issues. Common questions  
22 regarding the Class include, without limitation: (1) whether Defendants present all automatic  
23 renewal offer terms in a manner that is “clear and conspicuous” and in visual proximity to the request  
24 for consent to the offer, as required by § 17602(a)(1); (2) whether Defendants obtain consumers’  
25 affirmative consent to an agreement containing clear and conspicuous disclosure of automatic  
26 renewal offer terms before charging a credit card, debit card, or third-party payment account, as  
27 required by § 17602(a)(2); (3) whether Defendants provide consumers with an acknowledgment that  
28 includes clear and conspicuous disclosure of all statutorily-mandated automatic renewal offer terms,

1 the cancellation policy, and information regarding how to cancel in a manner that is capable of being  
2 retained by the consumer, as required by § 17602(a)(3); (4) whether Defendants' obtain the  
3 consumer's express affirmative consent to the automatic renewal offer terms, as required by  
4 § 17602(a)(4); (5) whether Defendants provide a cost-effective, timely, and easy-to-use mechanism  
5 for cancellation, as required by § 17602(c)(1); and (6) the appropriate remedies for Defendants'  
6 conduct.

7 41. Numerosity. The Class is so numerous that joinder of all Class members would be  
8 impracticable. Plaintiff is informed and believes and thereon alleges that the Class consists of at  
9 least 80 members.

10 42. Typicality and Adequacy. Plaintiff's claims are typical of the claims of the other  
11 members of the Class. Plaintiff alleges that Defendants enrolled Plaintiff and other Class members  
12 in automatic renewal or continuous service subscriptions without disclosing all automatic renewal  
13 offer terms required by law, and without presenting such automatic renewal terms in the requisite  
14 clear and conspicuous manner; charged Plaintiff's and Class members' credit cards, debit cards, or  
15 third-party payment accounts without first obtaining affirmative consent to an agreement containing  
16 clear and conspicuous disclosure of all automatic renewal offer terms; failed to provide the  
17 acknowledgment required by law; and failed to provide the requisite cost-effective, timely, and easy-  
18 to-use mechanisms for cancellation. Plaintiff has no interest adverse to the other Class members.  
19 Plaintiff will fairly and adequately protect the interests of the Class members.

20 43. Superiority. A class action is superior to other methods for resolving this controversy.  
21 Because the amount of restitution to which each Class member may be entitled is low in comparison  
22 to the expense and burden of individual litigation, it would be impracticable for Class members to  
23 redress the wrongs done to them without a class action. Furthermore, on information and belief,  
24 many Class members do not know that their legal rights have been violated. Class certification  
25 would also conserve judicial resources and avoid the possibility of inconsistent judgments.  
26 Prosecution of separate actions by individual Class members would create a risk of inconsistent or  
27 varying adjudications with respect to individual Class members, which would establish  
28 incompatible standards of conduct for Defendants.

**FIRST CAUSE OF ACTION**

False Advertising (Based on Violation of the California Automatic Renewal Law)

(Bus. & Prof. Code, § 17600 et seq. & § 17535)

44. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

45. During the applicable statute of limitations period, Defendants have enrolled Plaintiff and other California consumers in automatic renewal subscriptions and have violated the ARL by, among other things, (a) failing to present automatic renewal offer terms in a clear and conspicuous manner before a subscription is fulfilled and in visual proximity to a request for consent to the offer, in violation of § 17602(a)(1); (b) charging the consumer’s credit card, debit card, or third-party payment account for an automatic renewal without first obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic renewal offer terms, in violation of § 17602(a)(2); (c) failing to provide an acknowledgment that includes clear and conspicuous disclosure of all required automatic renewal offer terms, the cancellation policy, and information regarding how to cancel, in a manner that is capable of being retained by the consumer, in violation of § 17602(a)(3); (d) failing to obtain the consumer’s express affirmative consent to the automatic renewal or continuous service offer terms, in violation of § 17602(a)(4); and (e) failing to provide a cost-effective, timely, and easy-to-use mechanism for cancellation, in violation of § 17602(c).

46. Plaintiff suffered injury in fact and lost money as a result of Defendants’ violations of the ARL.

47. Pursuant to Business and Professions Code § 17603 and § 17535, Plaintiff and Class members are entitled to restitution of all amounts that Defendants charged to Plaintiff’s and Class members’ credit cards, debit cards, or third-party payment accounts for automatic renewal subscriptions following a free trial of pdfFiller within the three years preceding the filing of this Complaint and continuing thereafter until Defendants’ violations cease.

48. Unless enjoined and restrained by this Court, Defendants will continue to commit the violations alleged herein. Pursuant to Business and Professions Code § 17535, for the benefit of the general public, Plaintiff and the Class members seek a public injunction: (a) enjoining

1 Defendants from continuing their unlawful practices as alleged herein; (b) requiring Defendants to  
2 provide an accounting of all monies obtained from California consumers in connection with  
3 automatic-renewal subscriptions based on free-trial offers for pdfFiller in the three years preceding  
4 the filing of this Complaint and thereafter until Defendants' violations cease; (c) requiring  
5 Defendants to give notice to all customers in the State of California who were enrolled in an  
6 automatic renewal subscription based on a free-trial offer for pdfFiller in the three years preceding  
7 the filing of this Complaint and thereafter until Defendants' violations cease; and (d) establishing  
8 an effective monitoring mechanism to ensure Defendants' continued compliance with the terms of  
9 the injunction.

10 **SECOND CAUSE OF ACTION**

11 Violation of the California Unfair Competition Law

12 (Bus. & Prof. Code, § 17200 et seq.)

13 49. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

14 50. The UCL defines unfair competition as including any unlawful, unfair, or fraudulent  
15 business act or practice; any unfair, deceptive, untrue, or misleading advertising; and any act of false  
16 advertising under Chapter 1 of the FAL, § 17500 et seq. (Bus. & Prof. Code, § 17200.)

17 51. In the course of conducting business in California within the applicable limitations  
18 period, Defendants committed unlawful, unfair, and/or fraudulent business practices, and engaged  
19 in unfair, deceptive, untrue, and/or misleading advertising, by, inter alia and without limitation:  
20 (a) failing to present automatic renewal offer terms in a clear and conspicuous manner before a  
21 subscription or purchasing agreement is fulfilled and in visual proximity to a request for consent to  
22 the offer, in violation of § 17602(a)(1); (b) charging the consumer's credit card, debit card, or third-  
23 party payment account in connection with an automatic renewal or continuous service without first  
24 obtaining the consumer's affirmative consent to an agreement containing clear and conspicuous  
25 disclosure of all automatic renewal offer terms, in violation of § 17602(a)(2); (c) failing to provide  
26 an acknowledgment that includes clear and conspicuous disclosure of all required automatic renewal  
27 offer terms, the cancellation policy, and information regarding how to cancel in a manner that is  
28 capable of being retained by the consumer, in violation of § 17602(a)(3); (d) failing to obtain the

1 consumer's express affirmative consent to the automatic renewal or continuous service offer terms,  
2 in violation of § 17602(a)(4); and (e) failing to provide a cost-effective, timely, and easy-to-use  
3 mechanism for cancellation, in violation of § 17602(c).

4 52. Plaintiff reserves the right to identify other acts or omissions that constitute unlawful,  
5 unfair, or fraudulent business acts or practices; unfair, deceptive, untrue, or misleading advertising;  
6 and/or other prohibited acts.

7 53. Defendants' acts and omissions as alleged herein violate obligations imposed by  
8 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
9 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
10 attributable to such conduct.

11 54. There were reasonably available alternatives to further Defendants' legitimate  
12 business interests, other than the conduct described herein.

13 55. Defendants' acts, omissions, nondisclosures, and statements as alleged herein were  
14 and are false, misleading, and/or likely to deceive the consuming public.

15 56. Plaintiff has suffered injury in fact and lost money as a result of Defendants' acts of  
16 unfair competition.

17 57. Pursuant to Business and Professions Code § 17603 and § 17203, Plaintiff and Class  
18 members are entitled to restitution of all amounts that Defendants charged to Plaintiff's and Class  
19 members' credit cards, debit cards, or third-party payment accounts for automatic renewal  
20 subscriptions following a free trial of pdfFiller within the four years preceding the filing of this  
21 Complaint and continuing thereafter until Defendants' violations cease.

22 58. Unless enjoined and restrained by this Court, Defendants will continue to commit  
23 the violations alleged herein. Pursuant to Business and Professions Code § 17203, for the benefit of  
24 the general public, Plaintiff and the Class members seek a public injunction: (a) enjoining  
25 Defendants from continuing their unlawful practices as alleged herein; (b) requiring Defendants to  
26 provide an accounting of all monies obtained from California consumers in connection with  
27 automatic-renewal subscriptions based on free-trial offers for pdfFiller in the four years preceding  
28 the filing of this Complaint and thereafter until Defendants' violations cease; (c) requiring

1 Defendants to give notice to all customers in the State of California who were enrolled in an  
2 automatic renewal subscription based on a free-trial offer for pdfFiller in the four years preceding  
3 the filing of this Complaint and thereafter until Defendants’ violations cease; and (d) establishing  
4 an effective monitoring mechanism to ensure Defendants’ continued compliance with the terms of  
5 the injunction.

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 On the First Cause of Action:

- 9 1. For restitution to Plaintiff and all Class members;
- 10 2. For a public injunction;

11 On the Second Cause of Action:


- 12 3. For restitution to Plaintiff and all Class members;
- 13 4. For a public injunction;

14 On All Causes of Action:

- 15 5. For costs of suit; and
- 16 6. For such other relief as the Court may deem just and proper.

17 Dated: March 23, 2026

DOSTART HANNINK LLP

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20 ZACH P. DOSTART  
Attorneys for Plaintiff

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