

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

OISIN HORNER, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

**SPACEXAI LLC f/k/a X.AI LLC, and
SPACEXAI Corp. f/k/a X.AI Corp.,**

Defendants.

Civil Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Oisin Horner (“Mr. Horner” or “Plaintiff”), by his undersigned attorneys, Wittels McInturff Palikovic, brings this consumer protection action in his individual capacity and on behalf of a class of consumers defined below against Defendants SpaceXAI LLC f/k/a X.AI LLC, and SpaceXAI Corp. f/k/a X.AI Corp. (hereafter, “Defendants” or “X.AI”)¹ and hereby alleges the following with knowledge as to his own acts and upon information and belief as to all other acts:

INTRODUCTION

1. This proposed class action challenges X.AI’s use of deceptive and illegal “automatic renewal” tactics to trick consumers into paying for unwanted, pricey subscriptions to Grok, X.AI’s artificial intelligence chatbot. X.AI sells Grok subscriptions through four paid tiers: SuperGrok Lite, SuperGrok, SuperGrok Plus,² and SuperGrok Heavy (the “SuperGrok Subscriptions”). X.AI, an artificial intelligence company, intentionally misleads consumers into thinking that a SuperGrok Subscription lasts only for a discrete period and is easy to cancel. The truth is that X.AI hides its supposed “disclosures” that SuperGrok Subscriptions automatically renew, and X.AI intentionally makes canceling a SuperGrok Subscription difficult and confusing. X.AI hides the truth both before and after consumers purchase a subscription, and any disclosures it provides fall far short of the minimum standard required under applicable law.

2. X.AI uses the same internet-based enrollment and cancellation process for all four tiers of SuperGrok Subscriptions. These processes are commonly referred to as “flows” (i.e., the enrollment flow and the cancellation flow). These flows function identically, regardless of

¹ X.AI LLC and X.AI Corp. recently underwent name changes to, respectively, SpaceXAI LLC and SpaceXAI Corp. *See Rose v. X.AI LLC et al.*, 26-CV-5648 (N.D. Cal. Sep. 4, 2026) ECF No. 25 (supplemental Rule 7.1 statement regarding name change).

² SuperGrok Plus was introduced on or around July 30, 2026.

Subscription tier, and both the enrollment and cancellation flows exhibit intentional design choices that have been put in place to trap consumers into a cycle of repeating monthly payments to X.AI.

3. X.AI’s subscription-related design practices are not happenstance. Knowing that “[b]ecause subscriptions are automatically renewed, consumers who are inertial or not fully attentive may continue to pay for services they no longer value[,]”³ unscrupulous sellers resort to unlawful practices—including free trials that are hard to cancel and then convert into paid subscriptions, inadequate disclosure of recurring charges, maze-like cancellation flows, and other deceptive tactics—to lure customers into paying for subscriptions they do not actually want.

4. As explained herein, X.AI’s embrace of these deceptive tactics violates New York’s Automatic Renewal Law and the common law.

5. To protect consumers from deceptive autorenewal practices, New York enacted its Automatic Renewal Law, codified at N.Y. Gen. Bus. Law (“G.B.L.”) §§ 527, 527-a (the “ARL”). The ARL requires sellers of automatically renewing subscriptions to provide, inter alia, “clear and conspicuous” disclosure of the material terms of the offer “in visual proximity” to the request for consent to charge the customer’s payment method; obtain consumers’ “affirmative consent” to the automatic renewal; provide a cancellation mechanism that is both “as easy to use as” the mechanism the consumer used to consent and available “through the same medium” the consumer used to consent; where the initial paid term of a subscription is one year or longer and the subscription renews for a paid term of six months or longer, notify customers of the upcoming renewal charge 15 to 45 days before the cancellation deadline; and, where the offer includes a free

³ Liran Einav, Benjamin Klopach & Neale Mahoney, *Selling Subscriptions*, Nat’l Bureau of Econ. Research (NBER), Working Paper No. 31547 (Aug. 2023), <https://www.nber.org/papers/w31547>.

trial, clearly and conspicuously explain how and when the price will change and what the consumer will be charged once the trial ends.

6. ARL violations are generally pursued through New York’s general consumer protection statute, G.B.L. § 349, which declares unlawful “[d]eceptive . . . acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state,” G.B.L. § 349(a), and grants “any person who has been injured by reason of any deceptive act or practice made unlawful by this section” a right to sue for an injunction, actual damages or \$50 (whichever is greater), trebled up to \$1,000 for a willful or knowing violation, plus reasonable attorney’s fees. *Id.* § 349(h).

7. X.AI engages in numerous deceptive tactics barred by the ARL, G.B.L. § 349, and common law in at least five ways.

8. First, X.AI does not clearly and conspicuously, and in visual proximity to the request for payment authorization, disclose the material terms of its automatic renewal offer, or obtain consumers’ affirmative consent to the automatic renewal prior to enrollment.

9. Second, X.AI makes canceling exceedingly difficult and requires consumers to navigate—with no help from X.AI—a lengthy and confusing process of at least nine steps across at least seven screens in which a consumer must click “cancel” at least five times. This process imposes unreasonable and unlawful conditions on, and obstructs and unreasonably delays, consumers’ efforts to cancel their subscriptions and leads to unwanted automatic subscription renewals. X.AI thus does not provide a cancellation mechanism that is “as easy to use as” the mechanism the consumer used to provide consent. X.AI also does not disclose the cancellation mechanisms applicable to the offer in a clear and conspicuous manner and in visual proximity to the request for consent, as required before consent is obtained.

10. Third, X.AI does not provide a notice promptly following the consumer's affirmative consent that includes "the terms of the automatic renewal or continuous service agreement," "the amount of costs" and "the frequency of" charges, "the deadline by which the consumer must act to stop further charges," and "the cancellation mechanisms" "in a manner that is capable of being retained by the consumer."

11. Fourth, for automatic renewals or continuous services with an initial paid term of one year or longer that renew for a paid term of six months or longer, X.AI either does not provide customers notice of the upcoming renewal charge between fifteen and forty-five days before the cancellation deadline, or does not include instructions on how to cancel in that notice.

12. Fifth, where an offer includes a free trial, X.AI does not clearly and conspicuously provide "an explanation of how and when the price will change and the price or prices that will subsequently be charged to the consumer."

13. All X.AI customers face the same enrollment and cancellation gauntlet and need only be tricked by one of X.AI's traps to end up paying a hefty and unlawful fee for a SuperGrok Subscription.

14. It is not an accident that so many of X.AI's customers are paying for unwanted subscriptions. It is the desired result of X.AI's intentional and bad-faith design choices. X.AI knows its scheme is tricking customers as hundreds of consumers have complained directly to X.AI or via sites like Trustpilot and Reddit. Upon information and belief, X.AI experiences a high rate of chargebacks from consumers disputing unwanted charges caused by X.AI's subscription scheme, and it has developed customer service protocols specifically to deal with these complaints.

15. Despite the clear messages X.AI's customers are sending, X.AI continues to subject consumers to its unlawful subscription scheme and to reap significant monetary benefits from its misconduct.

16. Only through a class action can consumers like Plaintiff remedy X.AI's unlawful practices. Because the monetary damages suffered by each customer are small in comparison to the much higher cost a single customer would incur in trying to challenge X.AI's improper conduct, it makes no financial sense for an individual customer to bring his or her own lawsuit. Furthermore, many customers do not realize they are victims of X.AI's unlawful acts and continue to be charged to this day. With this class action, Plaintiff and the Class seek to level the playing field, enjoin X.AI's unlawful business practices, and recover the charges X.AI has imposed on them in violation of the law.

JURISDICTION AND VENUE

17. This Court has jurisdiction over the claims asserted in this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because the aggregate claims of the Class exceed the sum or value of \$5,000,000, the Class has more than 100 members, and diversity of citizenship exists between at least one member of the Class and X.AI.

18. This Court has personal jurisdiction over Defendants because they conduct substantial business in New York, have sufficient minimum contacts with this state, and otherwise purposefully avail themselves of the privileges of conducting business in New York by marketing and selling products and services in New York. Further, the injuries to New York consumers that Plaintiff seeks to prevent through public injunctive relief arise directly from X.AI's continuing conduct in New York, including but not limited to directing its subscription scheme at New York consumers.

19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this District, and because X.AI is subject to personal jurisdiction in this District.

PARTIES

20. Plaintiff Oisin Horner is a citizen of New York, living in Rockaway Beach, New York. He was enrolled in a SuperGrok Subscription on or around February 12, 2026.

21. Defendant SpaceXAI LLC is a limited liability company registered in Nevada with its principal place of business at 1450 Page Mill Rd, Palo Alto, CA. SpaceXAI LLC is a citizen of Nevada and California.

22. Defendant SpaceXAI LLC is a wholly owned subsidiary of SpaceXAI Corp.

23. Defendant SpaceXAI Corp. is a corporation incorporated in Nevada with its principal place of business at 1450 Page Mill Rd, Palo Alto, CA 94304.

24. At all relevant times, SpaceXAI Corp. has been engaged in the development, operation, management, and commercialization of Grok.

25. Defendants SpaceXAI Corp. and SpaceXAI LLC together own, control, and operate Grok and the SuperGrok Subscriptions and have acted jointly and in concert with respect to Grok's design, deployment, marketing, and commercialization.

26. Defendant SpaceXAI Corp. owned the trademarks and intellectual property rights for "Grok" and "XAI Grok." Then on July 14, 2025, X.AI Corp. executed an assignment of those intellectual property rights to X.AI LLC,⁴ which was recorded by the U.S. Patent and Trademark

⁴ Unless otherwise noted, the names "X.AI LLC" and "X.AI Corp." are used where those names were active at the time of the referenced filing.

Office on August 5, 2025.⁵ X.AI LLC (not yet updated to SpaceXAI, LLC) is the current owner of the intellectual property rights for “Grok”⁶ and “XAI Grok.”⁷

27. Defendant SpaceXAI Corp. completely controls and dominates its operating affiliate SpaceXAI LLC. SpaceXAI LLC has no separate offices and operates out of Palo Alto, CA and San Francisco, CA with SpaceXAI Corp. On information and belief, a unified executive team employed by SpaceXAI Corp. controls all operational and financial aspects of SpaceXAI LLC. All the operations and activities related to the conduct challenged herein are directed and executed by SpaceXAI Corp., including the design, implementation, and operation of the enrollment flows, cancellation flows, and customer communications (including post-enrollment acknowledgment and pre-renewal notice, or lack thereof) for SuperGrok Subscriptions.

28. In publicly available filings with the state of California Office of the Secretary of State, including a Statement of Information filed on June 9, 2026, X.AI LLC listed only two “managers or members”: X.AI Corp. and Jared Birchall, both of whom list 1450 Page Mill Rd, Palo Alto, CA 94304 as their address.⁸ In publicly available securities filings, X.AI Corp. listed

⁵ “XAI Grok,” United States Patent and Trademark Office, https://tsdr.uspto.gov/#caseNumber=98924975&caseSearchType=US_APPLICATION&caseType=DEF AULT&searchType=statusSearch.

⁶ “Grok,” United States Patent and Trademark Office, https://tsdr.uspto.gov/#caseNumber=98236680&caseType=SERIAL_NO&searchType=statusSearch.

⁷ “xAI Grok,” United States Patent and Trademark Office, https://tsdr.uspto.gov/#caseNumber=98329246&caseType=SERIAL_NO&searchType=statusSearch.

⁸ Statement of Information, *X.AI CA LLC*, Entity No. B20260122164, File No. BA20261222184, at 1 (Cal. Sec’y of State filed June 9, 2026) (using X.AI LLC’s ‘California Alternate’ name of X.AI CA LLC).

Jared Birchall as the “Corporate Secretary and CFO” of X.AI Corp.⁹ Currently, SpaceXAI LLC still lists X.AI Corp. (not yet updated to SpaceXAI Corp.) as its sole Active Officer.¹⁰

29. Defendants treat SpaceXAI Corp. and SpaceXAI LLC as a unified enterprise. For example, in a complaint filed by X.AI Corp. and X.AI LLC in the Northern District of California, X.AI Corp. and X.AI LLC defined themselves collectively as “xAI” and repeatedly attributed the development of the Grok chatbot to that collective entity. *See* Complaint, *X.AI Corp. and X.AI LLC v. Li*, No. 3:25-cv-07292, ECF No. 1 (N.D. Cal. Aug. 8, 2025) (“*Li*”). The following examples are representative, with emphasis added:

- “Competing alongside OpenAI’s ChatGPT, Google’s Gemini and China’s DeepSeek, *xAI’s newest release—Grok 4*—is one of the most . . . advanced and powerful generative AI systems in the world.” *Id.* at ¶ 16.
- “Grok is a conversational generative AI *developed by xAI*.” *Id.* at ¶ 18.
- “xAI operates in a highly competitive landscape for AI models[.]” *Id.* at ¶ 19.
- “xAI’s trajectory is unprecedented. It has delivered in a mere two years arguably the most advanced AI model in the world[.]” *Id.* at ¶ 21.

30. In the *Li* Complaint, X.AI Corp. and X.AI LLC also stated without differentiation between them that “xAI hired Defendant.” *Id.* at ¶ 81. Attached to the *Li* Complaint was an employment contract, which by the *Li* Complaint’s own terms bound both X.AI Corp. and X.AI LLC, *see id.* at ¶ 84 (“X.AI [(meaning both X.AI Corp. and X.AI LLC)] has fully performed its

⁹ X.AI Corp., Notice of Exempt Offering of Securities (Form D), Signature and Submission (Dec. 5, 2024), https://www.sec.gov/Archives/edgar/data/2002695/000200269524000003/xslFormDX01/primary_doc.xml.

¹⁰ Nev. Sec’y of State, *SpaceXAI LLC*, Entity No. E44650062024-8, <https://orion.nv.gov/portal/public/#/public/nvsos/en/CaseXscreen?screen=Manage-Business&id=e107527c-6e52-4097-8352-2e7afea56260> (last visited Sept. 14, 2026).

contractual obligations to Defendant under the Agreement”), but which had only a single signatory for the “Company.” *See Li*, ECF No. 1-1 at 8.

31. SpaceXAI Corp. also participated directly in the conduct challenged herein. For example, through at least July 13, 2026,¹¹ potential consumers could reach the Grok Payment Page (described *infra* in Factual Allegations, Section C) via “https://x.ai,” a website trademarked to “xAI Corp.”

32. Likewise, through at least July 10, 2026, the X.AI Terms of Service contained a trademark to “xAI Corp.”¹²

33. Recent X.AI job postings likewise list “xAI” as the potential employer, with no distinction between X.AI LLC and X.AI Corp.¹³

¹¹ *See* xAI Corp., <https://x.ai/> (archived July 14, 2026) <https://web.archive.org/web/20260713043324/https://x.ai>. The trademark on this page was subsequently changed to xAI LLC, *see* xAI LLC, <https://x.ai/> (archived July 21, 2026) <https://web.archive.org/web/20260721223654/https://x.ai/>, and then to SpaceXAI LLC, which it remains at time of writing, *see* SpaceXAI LLC, https://x.ai (last visited Sept. 15, 2026).

¹² *See* xAI Corp., Terms of Service – Consumer (archived July 10, 2026), <https://web.archive.org/web/20260710115819/https://x.ai/legal/terms-of-service>. The trademark was then changed to xAI LLC, *see* xAI LLC, Terms of Service – Consumer (archived July 22, 2026), <https://web.archive.org/web/20260722045719/https://x.ai/legal/terms-of-service>, and as of time of writing is SpaceXAI LLC, *see* SpaceXAI LLC, Terms of Service – Consumer, <https://x.ai/legal/terms-of-service> (last visited Sept. 15, 2026).

¹³ *See, e.g., “Software Engineer – Consumer Subscriptions,”* Greenhouse, <https://job-boards.greenhouse.io/xai/jobs/5109691007> (last visited Sept. 2, 2026) (listing for “engineer Consumer Subscriptions (X Premium & SuperGrok),” for which responsibilities include “[o]wn[ing] the complete billing structure for consumer subscriptions,” “[d]esign[ing] and build[ing] sophisticated promotional offer infrastructure and internal tools to supercharge the revenue organization,” “[d]evelop[ing] comprehensive communication systems enabling intelligent push, email, and in-app messaging that drive engagement and conversions.”); “Software Engineer – Search Infrastructure,” Greenhouse, <https://job-boards.greenhouse.io/xai/jobs/5109691007> (last visited Sept. 2, 2026) (listing for “backend engineer” to build systems that “power subscriptions infrastructure, new monetized products, [and] user growth,” and infrastructure that “optimizes user acquisition and retention”).

FACTUAL ALLEGATIONS

A. Background on the Subscription E-Commerce Industry.

34. The e-commerce subscription model is a business model in which retailers provide ongoing goods or services “in exchange for regular payments from the customer.”¹⁴ The sector “has exploded in recent years, by one estimate growing by over 400% over the past decade.”¹⁵ In 2025, one leading market intelligence firm valued the subscription economy at \$722 billion, and predicted it will reach \$1.2 trillion in 2030.¹⁶

35. Subscription-based business models carry well-documented costs to consumers. In particular, sellers can realize far more profit by locking consumers into recurring subscriptions than by working to improve their products or focusing only on charging consumers for products they actually want. One paper “estimates that inattention and more passive renewal lead to a substantial increase in revenues for subscription services, which could be as high as *three times greater* than the revenues they would receive if subscribers were fully attentive and made an active renewal decision each month.”¹⁷

36. Seeking to maximize the enhanced revenues associated with subscriptions, many sellers have deployed deceptive sign-up and cancellation flows. As one recent report observed, “[c]ompanies have gotten increasingly savvy at trapping consumers in what are known as ‘dark

¹⁴ See Sam Saltis, *How to Run an eCommerce Subscription Service: The Ultimate Guide*, CORE DNA, <https://www.coredna.com/blogs/ecommerce-subscription-services>.

¹⁵ Emily Stewart, *Companies Love Trapping People in Subscriptions. Savvy Consumers Are Fighting Back.*, Business Insider (July 24, 2025), <https://www.businessinsider.com/free-trials-consumers-subscription-economy-2025-7>.

¹⁶ Press Release, Juniper Research, *Subscription Economy to Reach \$1.2 Trillion by 2030 Globally, Despite Increasing Subscription Fatigue* (Oct. 1, 2025), <https://www.juniperresearch.com/press/subscription-economy-to-reach-1tn-by-2030>.

¹⁷ See Einav et al., *supra* note 3, at 17.

patterns,’ drawing them in with a shiny new product or discounted subscription that ends up being burdensome to get out of.”¹⁸

37. The term “dark patterns,” first coined in 2010 by the cognitive scientist Harry Brignull, is a term of art in the field of user-experience (“UX”) design, referring to interface strategies intentionally crafted to manipulate consumer choice. The Federal Trade Commission defines dark patterns as “practices that trick or manipulate users into making choices they would not otherwise have made and that may cause harm.”¹⁹ A report by Nielsen Norman Group, a globally recognized UX consultancy, defines a dark pattern as “a design pattern that prompts the user to take an action that benefits the company employing the pattern by deceiving, misdirecting, shaming, or obstructing the user’s ability to make another (less profitable) choice.”²⁰

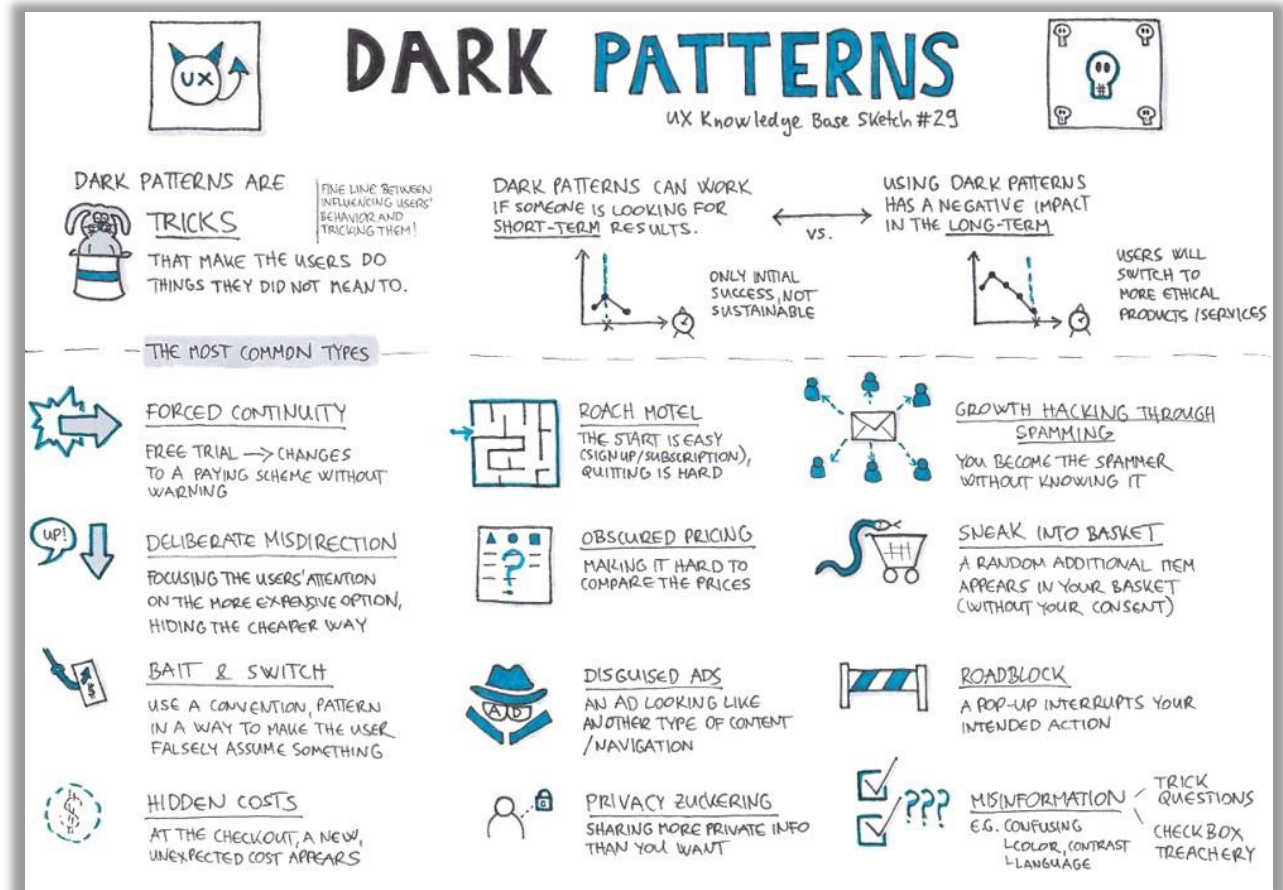
38. The image on the following page provides examples of commonly employed dark patterns:²¹

¹⁸ Ayelet Sheffey, *America’s Nightmare of Never-Ending Subscriptions*, Business Insider (Oct. 19, 2024), <https://www.businessinsider.com/america-subscriptions-nightmare-recurring-payments-cancellation-company-tricks-trap-customers-2024-10>.

¹⁹ Fed. Trade Comm’n, *Shedding Light on Dark Patterns: An FTC Report on How Manipulative Design Is Used Against Consumers*, at 1 (Sept. 14, 2022), https://www.ftc.gov/system/files/ftc_gov/pdf/P214800+Dark+Patterns+Report+9.14.2022+-+FINAL.pdf

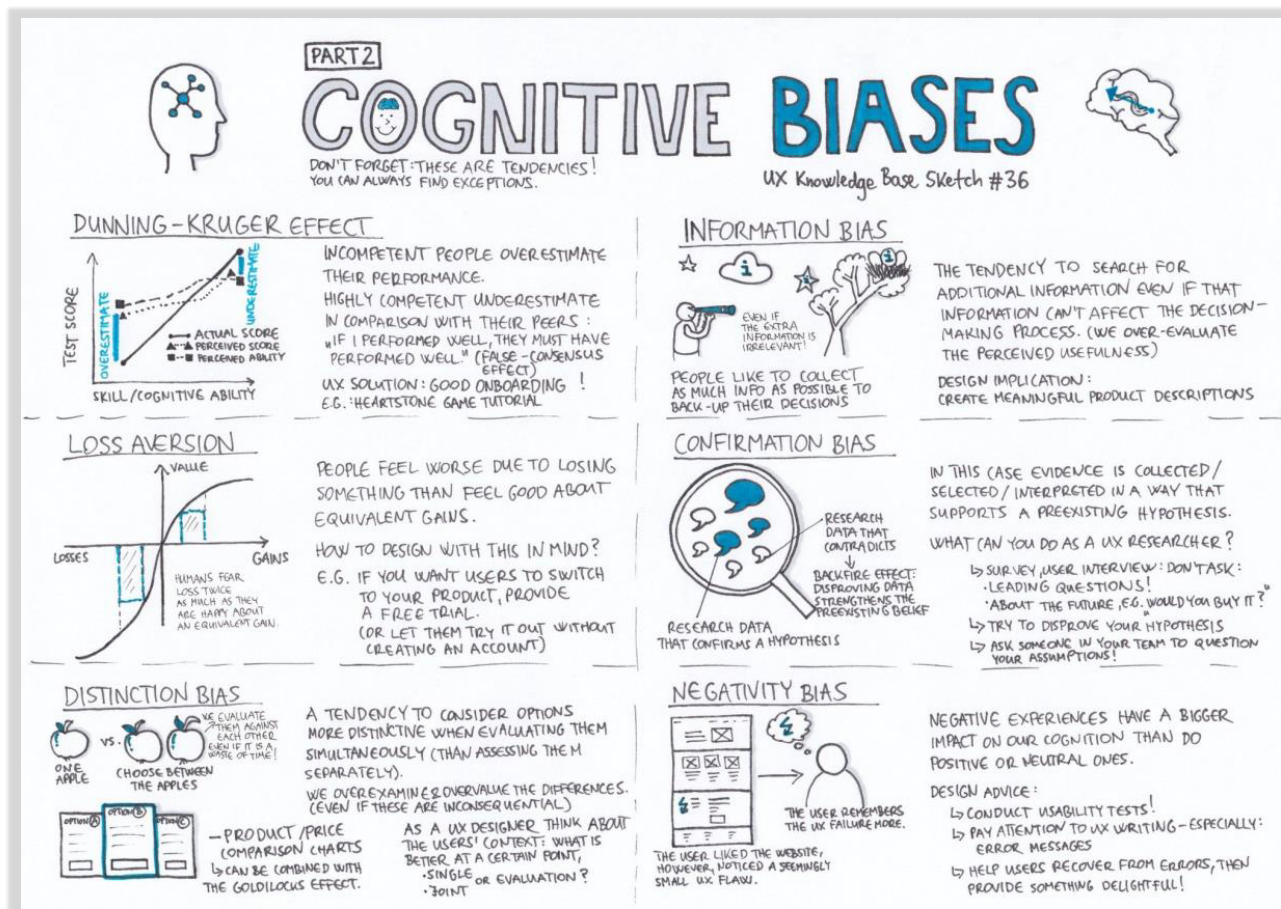
²⁰ Maria Rosala, *Deceptive Patterns in UX: How to Recognize and Avoid Them*, Nielsen Norman Group (Dec. 1, 2023), <https://www.nngroup.com/articles/deceptive-patterns/>

²¹ Sarbashish Basu, *What is a dark pattern? How it benefits businesses- Some examples*, H2S MEDIA (Dec. 19, 2019), <https://www.how2shout.com/technology/what-is-a-dark-pattern-how-it-benefit-businesses-with-some-examples.html>.



39. As the FTC explains, “dark patterns often take advantage of consumers’ cognitive biases to steer their conduct or delay access to information needed to make fully informed decisions.”²² The image on the following page provides examples of cognitive biases, including some that X.AI exploits in its enrollment and cancellation flows:

²² FTC, *Shedding Light on Dark Patterns*, *supra* note 19, at 2.



40. As the number of sellers using subscription-based business models has grown, so too has the use of dark patterns. According to the FTC:

For decades, unscrupulous direct mail marketers and brick-and-mortar retailers have 'relied on design tricks and psychological tactics . . . to get consumers to part with their money or data. As more and more commerce has moved online, so too have these manipulative design practices—termed 'dark patterns'—only . . . grown in scale and sophistication, creating ever greater challenges for consumers.²³

41. Here, X.AI has deployed dark patterns with great success. As of July 2026, Grok has approximately 117 million users.²⁴

²³ FTC, *Shedding Light on Dark Patterns*, *supra* note 19, at 1.

²⁴ Space Exploration Technologies Corp., Form S-1 available at <https://www.sec.gov/Archives/edgar/data/1181412/000162828026036936/spaceexplorationtechnologi.htm> (last visited September 3, 2026).

B. New York Unfair, Deceptive, or Abusive Acts and Practices (G.B.L. § 349) and Prohibited Service Offer Practices (G.B.L. §§ 527, 527-a).

42. New York law provides statutory safeguards against the deceptive practices challenged here through Article 29-BB of the General Business Law, New York’s automatic renewal law, codified at G.B.L. §§ 527 and 527-a. Together, these provisions impose strict disclosure, consent, cancellation, and transparency requirements to protect consumers from unwanted subscription charges. *See* L. 2020, ch. 267, § 1 (“It is the intent of the legislature to end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries of service.”).

43. Under G.B.L. § 527-a(1), a business making an automatic renewal or continuous service offer to a consumer in New York must satisfy a series of enumerated requirements governing the disclosure of the offer’s terms, the manner in which the consumer’s consent is obtained, and the consumer’s ability to cancel. A business’s failure to satisfy any of these requirements constitutes a violation of the ARL. *Id.* § 527-a(1) (declaring it “unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state” to fail to comply with these requirements). These requirements include:

44. “[P]resent[ing] to the consumer, in a clear and conspicuous manner, the material terms of any automatic renewal offer or continuous service offer . . . before consent to the offer or billing information has been requested and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.” *Id.* § 527-a(1)(a).

45. The specific material terms that must be clearly and conspicuously disclosed are defined by the statute. Those disclosures include: “a description of the product or service subject to renewal, the amount of the costs that will be charged, the frequency of charges, the deadline by

date or frequency by which the consumer must act to prevent or stop further charges, and cancellation mechanisms.” *Id.* Where the offer includes a free gift or trial, or the price is temporary, the business must further provide “a clear and conspicuous explanation of how and when the price will change and the price or prices that will subsequently be charged to the consumer.” *Id.*

46. “Clear and conspicuous” is likewise defined by the statute. It means “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” *Id.* § 527(2).

47. In addition to making these required disclosures, the business must obtain “the consumer’s affirmative consent to the agreement containing the . . . terms of automatic renewal offer or continuous service offer, including the terms of an automatic renewal offer or continuous service offer that is made at a promotional or discounted price for a limited period of time,” before charging the consumer’s account. *Id.* § 527-a(1)(b). The same affirmative-consent requirement applies to any subsequent price increase, unless the business instead allows the consumer to “cancel such automatic renewal or continuous service anytime within, at least, fourteen days after such charge and refund[s] the consumer in the amount equivalent to the price of the remaining term of the service . . . on a pro rata basis.” *Id.* § 527-a(1)(b-1).

48. A business may not “impose unreasonable or unlawful conditions upon, refuse to acknowledge, obstruct or unreasonably delay cancellation requested or attempts to request cancellation by a consumer.” *Id.* § 527-a(1)(e). “Unreasonable or unlawful conditions include, but without limitation, hanging up on consumers who call to cancel, providing false information about how to cancel, misrepresenting the consequences or costs of cancellation, or misrepresenting the reasons for delays in processing consumers’ cancellation requests.” *Id.*

49. In addition to the pre-purchase obligations detailed above, businesses must comply with the statute's post-consent acknowledgment requirement. Specifically, the business must "provide a notice promptly following affirmative consent, in a manner that is capable of being retained by the consumer," disclosing the renewal terms, the amount and frequency of charges, the deadline by which the consumer must act to stop further charges, and the cancellation mechanisms. *Id.* § 527-a(1)(c).

50. Further, the business must allow a consumer to "cancel at any time using a simple cancellation mechanism that is as easy to use as the mechanism that the consumer used to provide consent and that is through the same medium that the consumer used to provide consent." *Id.* § 527-a(1)(d). The business must also provide the consumer "the option to cancel, at any time through all mediums by which the business allows a consumer to provide affirmative consent to, the automatic renewal, continuous service offer, or any price increase." *Id.* § 527-a(1)(d-1).

51. For automatic renewals or continuous services with an initial paid term of one year or longer that renew for a period of six months or longer, the business must notify the consumer of the upcoming renewal charge "at least fifteen days before, but not more than forty-five days before, the cancellation deadline," through "text, email, app notification or any other notification channel offered by the business," together with "instructions on how to cancel." *Id.* § 527-a(1)(f). The business must likewise provide "clear and conspicuous notice of any material change to the terms of the automatic renewal or continuous service offer, including any price increases, at least five business days prior, but no more than thirty days prior, to the date of the change." *Id.* § 527-a(1)(g). Where a free gift or trial runs longer than a month, the business must notify the consumer of the first chargeable renewal "at least three days before but not more than twenty-one days before the cancellation deadline." *Id.* § 527-a(1)(h).

52. Goods, wares, merchandise, or products sent to a consumer under a continuous service agreement or automatic renewal “without first obtaining the consumer’s affirmative consent . . . shall for all purposes be deemed an unconditional gift to the consumer,” who may use or dispose of them “without any obligation whatsoever . . . to the business, including . . . bearing the cost of, or responsibility for, shipping.” *Id.* § 527-a(2).

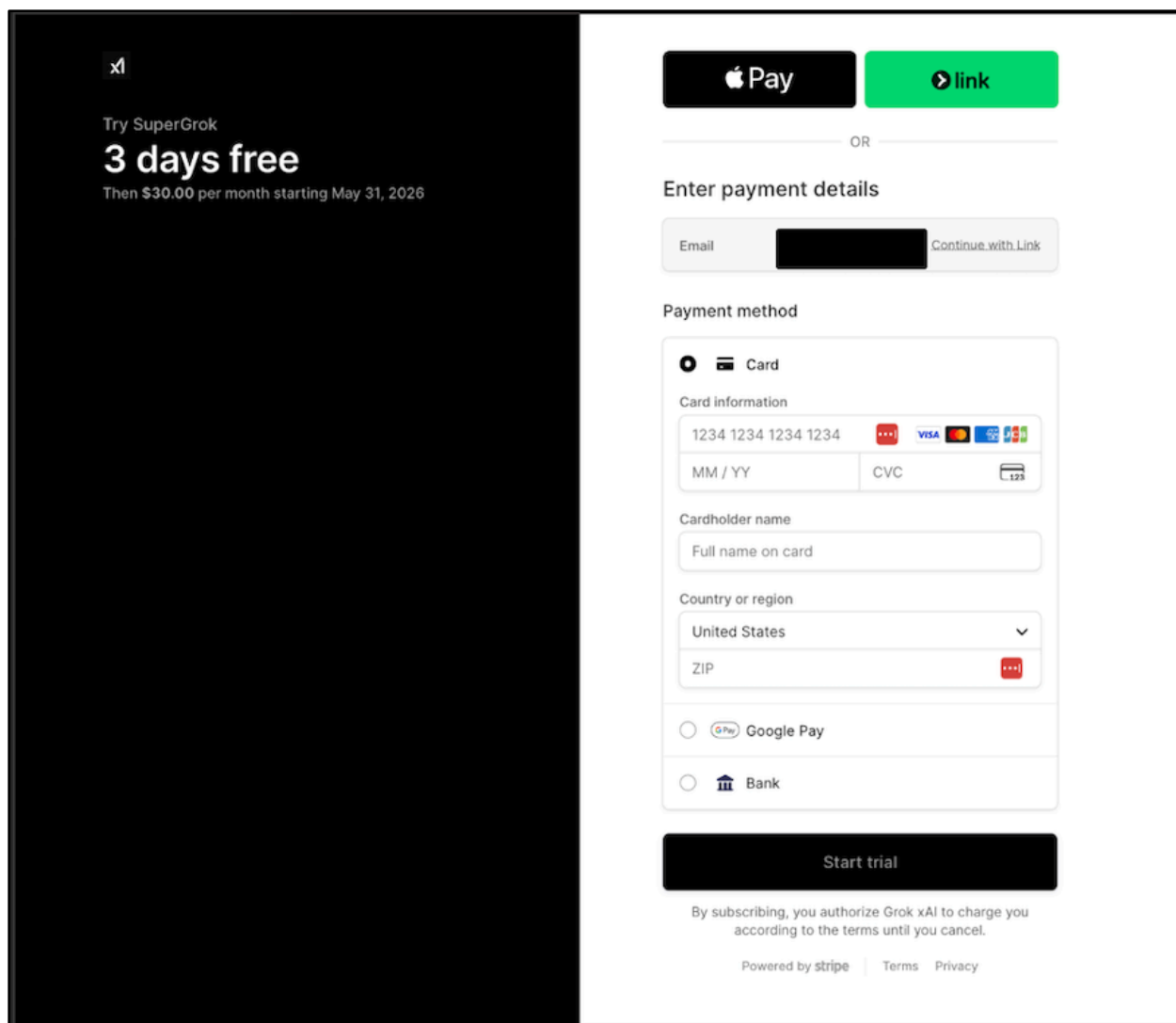
C. X.AI’s Enrollment Process Contains Material Misrepresentations and Omissions.

53. X.AI sells the SuperGrok Subscriptions through its website, grok.com (the “Website”), and through its standalone app, Grok (the “App”). X.AI has offered the SuperGrok Subscriptions since February 2025.²⁵

54. X.AI has unique access to its historical enrollment pages. However, in the time since X.AI began offering the SuperGrok Subscriptions, and across all versions of the Website and the App, the checkout page for SuperGrok Subscriptions (the “Payment Page”) is substantially similar and contains similar misrepresentations and omissions. The Payment Page fails to provide conspicuous disclosure of the automatic renewal terms in visual proximity to the request for consent to the offer and fails to obtain affirmative consent from consumers.

55. On information and belief, the Payment Page for X.AI’s SuperGrok Subscription enrollment process during the Class Period and that Plaintiff used was materially similar to the page presented below.

²⁵ *Musk’s xAI unveils Grok-3 AI chatbot to rival ChatGPT, China’s DeepSeek* Reuters (Feb. 18, 2025), <https://www.reuters.com/technology/artificial-intelligence/musks-xai-unveils-grok-3-ai-chatbot-rival-chatgpt-chinas-deepseek-2025-02-18/>.



56. Although the above screenshot states “3 days free,” X.AI’s Payment Page has, at different times, promoted free trials of different durations.

57. The terms and conditions of X.AI’s automatic renewal offer are not presented to consumers “in a clear and conspicuous manner” and, as to some of the key terms, are not presented “in visual proximity . . . to the request for consent to the offer.” G.B.L. § 527-a(1)(a). Below the “Start trial” button in the bottom-right corner, X.AI states that “[b]y subscribing, you authorize Grok xAI to charge you according to the terms until you cancel.” This “disclosure” is not clear and conspicuous because it is not “in larger type than the surrounding text, or in contrasting type,

font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” *Id.* § 527(2). Instead, this “disclosure” is presented in far smaller type than the surrounding text, in low-contrast, gray font against a white background, overshadowed by the large, high-contrast button above it.

58. Moreover, this “disclosure” does not include a hyperlink to X.AI’s (deficient) Terms of Service, much less a conspicuous hyperlink that is in a strongly contrasting color. Instead, the “Terms” linked beneath X.AI’s inadequate disclosure directs the consumer to the Terms of Service for Stripe, X.AI’s payment processor. The Stripe Terms of Service make no mention of the automatic renewal terms X.AI is required to disclose and explicitly govern the customer’s relationship with Stripe, not X.AI. Both because X.AI’s disclosure strongly suggests that by “subscribing” the customer is agreeing to Stripe’s terms, and because the disclosure fails to specify that clicking a button labeled “[s]tart trial” would constitute subscribing, a reasonable consumer would not know that they are agreeing to X.AI’s terms, let alone the complete material terms of the automatic renewal offer purportedly governing his or her purchase. X.AI’s Payment Page thus does not notify the consumer, let alone clearly and conspicuously and in visual proximity to the request for consent, of the material terms of the automatic renewal offer required by G.B.L. § 527-a(1)(a).

59. X.AI also does not clearly and conspicuously, and in visual proximity to the request for consent, provide “the amount of the costs that will be charged” or “the frequency of charges.” G.B.L. § 527-a(1)(a). The amount of the recurring charge (\$30) is written in very small font, far smaller than the large banner exclaiming “3 days free” above it. The amount of the recurring charge is thus not presented clearly and conspicuously, nor is it presented in visual proximity to the request

for consent—it is instead hidden as far as possible from the request for consent, in the opposite corner of the page. (And, as discussed in the preceding paragraph, X.AI does not even make clear to the consumer that X.AI will understand clicking the “Start trial” button to constitute acceptance of its automatically renewing SuperGrok Subscription.)

60. Further, because the offer includes a free trial, the statute separately requires “a clear and conspicuous explanation of how and when the price will change and the price or prices that will subsequently be charged to the consumer.” *Id.* That explanation does not appear on the Payment Page at all. If a consumer wished to become aware of the price that will be charged after the trial, they would have to find X.AI’s Terms of Service (which are not reachable through the Payment Page) and would still not find it; on page 8 of that 20-page Terms of Service, X.AI merely advises that “[w]e may adjust subscription prices periodically. If prices increase, we will provide 30 days’ notice, and the new price will apply at your next renewal, allowing you to cancel if you disagree with the change,” without disclosing “the price or prices that will subsequently be charged to the consumer.” X.AI thus violates § 527-a(1)(a) because it does not clearly and conspicuously and in visual proximity to the request for consent disclose the costs, frequency of charges, or the post-trial pricing that will apply.

61. Finally, X.AI does not clearly and conspicuously, and in visual proximity to the request for consent, disclose the length of the renewal term. Instead, as with the amount of the recurring charge, the term of the renewal period (one month) is presented in small font obscured by a large “3 days free” banner above it, and is located in the top left corner of the Payment Page—at the furthest possible location from the request for consent.

62. A review of the overall design and structure of X.AI’s Payment Page makes clear that X.AI seeks to *deemphasize* the automatic renewal offer terms (when it shows them at all),

rather than making them **conspicuous**. X.AI’s Payment Page uses the “deliberate misdirection” dark pattern to prevent consumers from making an informed choice. X.AI’s intentional design choices that conceal material facts violate G.B.L. § 527-a(1)(a).

63. In sum, the X.AI Payment Page fails to obtain consumers’ affirmative consent to the terms of the automatic renewal offer and contains no mechanism for a consumer to manifest that consent. For example, there is no checkbox that consumers must click to indicate that they accept those terms. *See* G.B.L. § 527-a(1)(b) (making it unlawful to “charge the consumer or the consumer’s account with a third party for the initial term of an automatic renewal or continuous service without first obtaining the consumer’s affirmative consent to the agreement containing the . . . terms of automatic renewal offer or continuous service offer”).

D. X.AI’s Cancellation Flow Violates the ARL.

64. X.AI’s cancellation flow does not comply with the ARL’s cancellation requirements, outlined *supra* at ¶¶ 49–51.

65. X.AI does not provide the consumer “the option to cancel at any time using a simple cancellation mechanism that is as easy to use as the mechanism that the consumer used to provide consent and that is through the same medium that the consumer used to provide consent.” G.B.L. § 527-a(1)(d). Nor does X.AI provide “the option to cancel, at any time through all mediums by which the business allows a consumer to provide affirmative consent to, the automatic renewal, continuous service offer, or any price increase.” *Id.* § 527-a(1)(d-1).

66. X.AI does not provide consumers with a post-consent notice describing the “cancellation mechanisms” applicable to the subscription. G.B.L. § 527-a(1)(c) (requiring a notice, promptly following affirmative consent and capable of being retained by the consumer, that includes “the cancellation mechanisms, as described in paragraphs d and d-1 of this subdivision”).

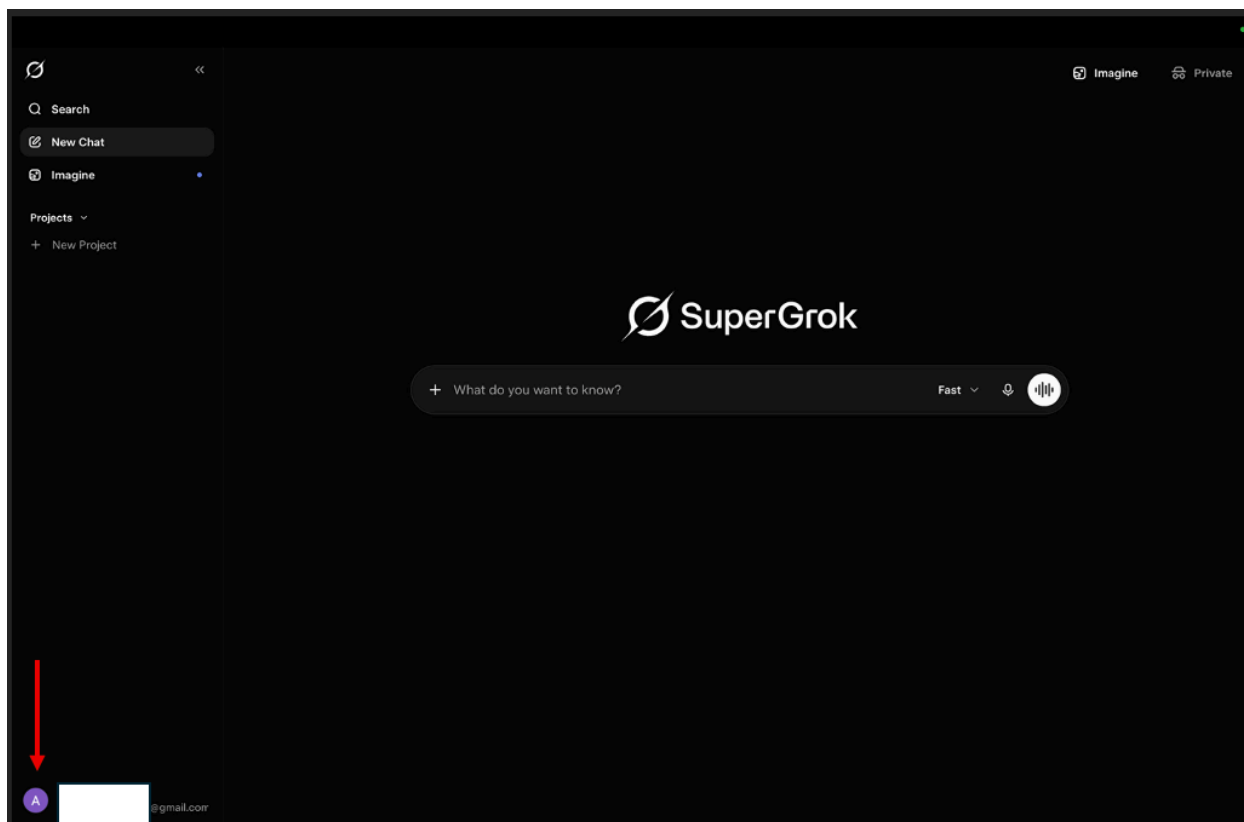
67. X.AI could not provide a notice describing a cancellation mechanism that is “as easy to use as” its sign-up mechanism and available “through the same medium” the consumer used to consent, G.B.L. § 527-a(1)(c)–(d-1), because it offers no such cancellation mechanism to the consumer at all.

68. Instead, X.AI’s cancellation flow is deliberately designed to impede cancellation, requiring a consumer to navigate at least *nine steps*, across at least *seven screens*, and to click “cancel” at least *five times*.

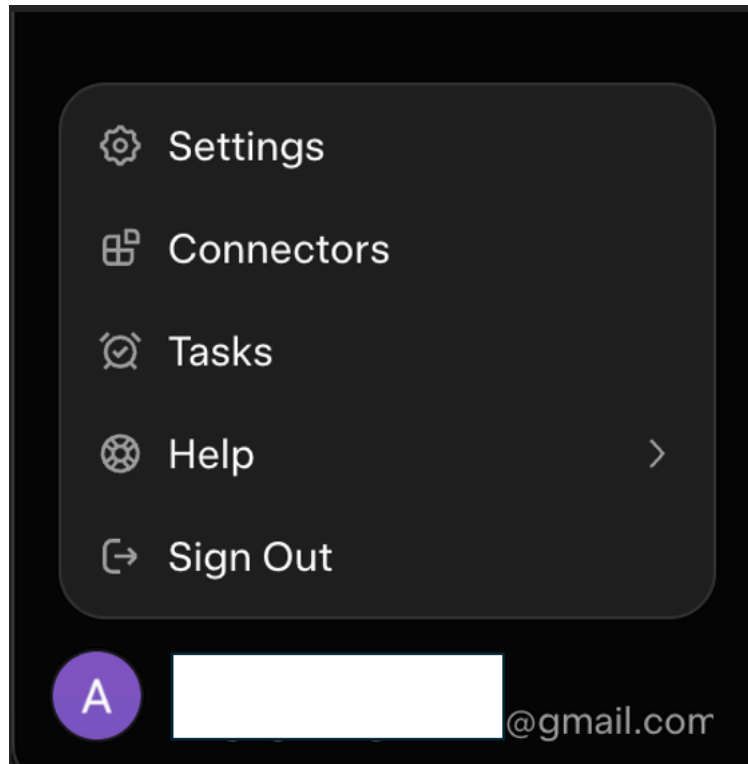
69. On information and belief, the cancellation flow described below is materially identical to that encountered by Plaintiff.

70. To cancel, consumers must first navigate to X.AI’s home page and log into their account.

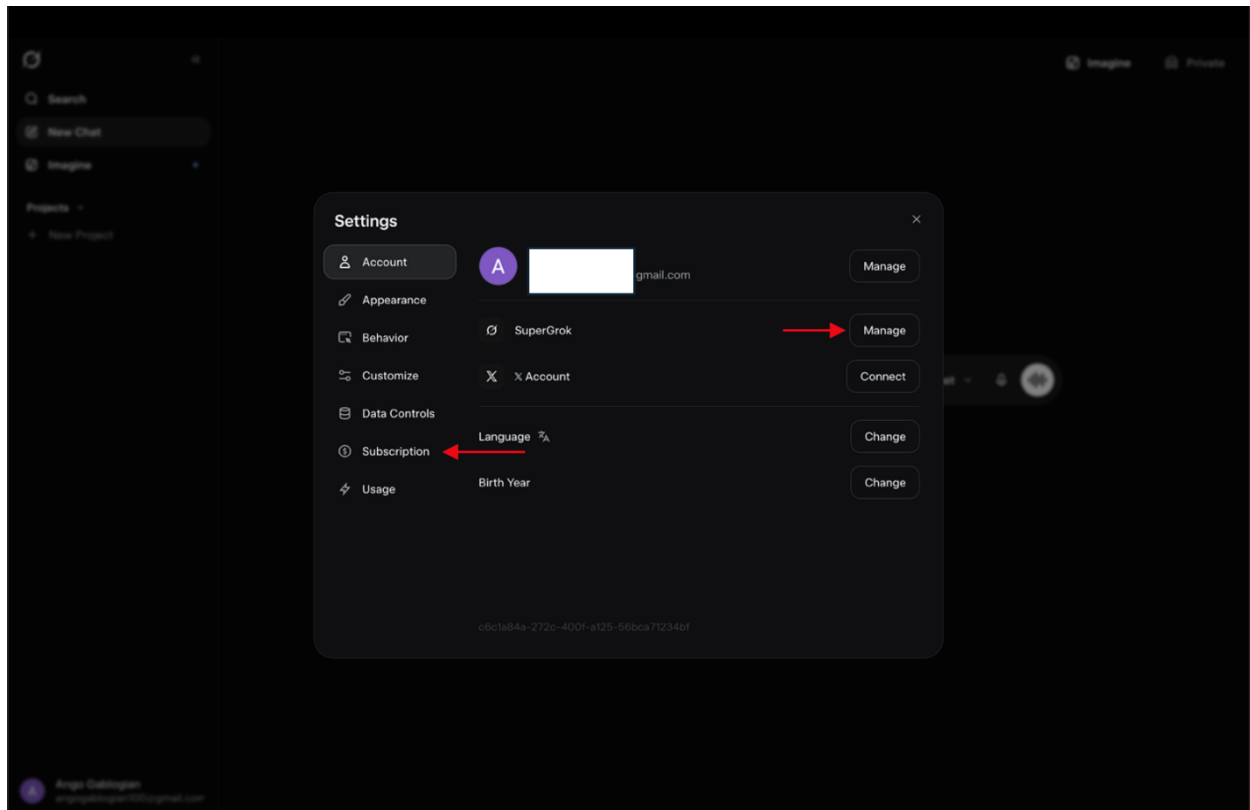
71. Then, the consumer must **(1)** hover their cursor over a tiny, unlabeled icon in the bottom left of the home page, as reproduced on the following page and marked with a red arrow for clarity (with profile identifying information redacted in white):



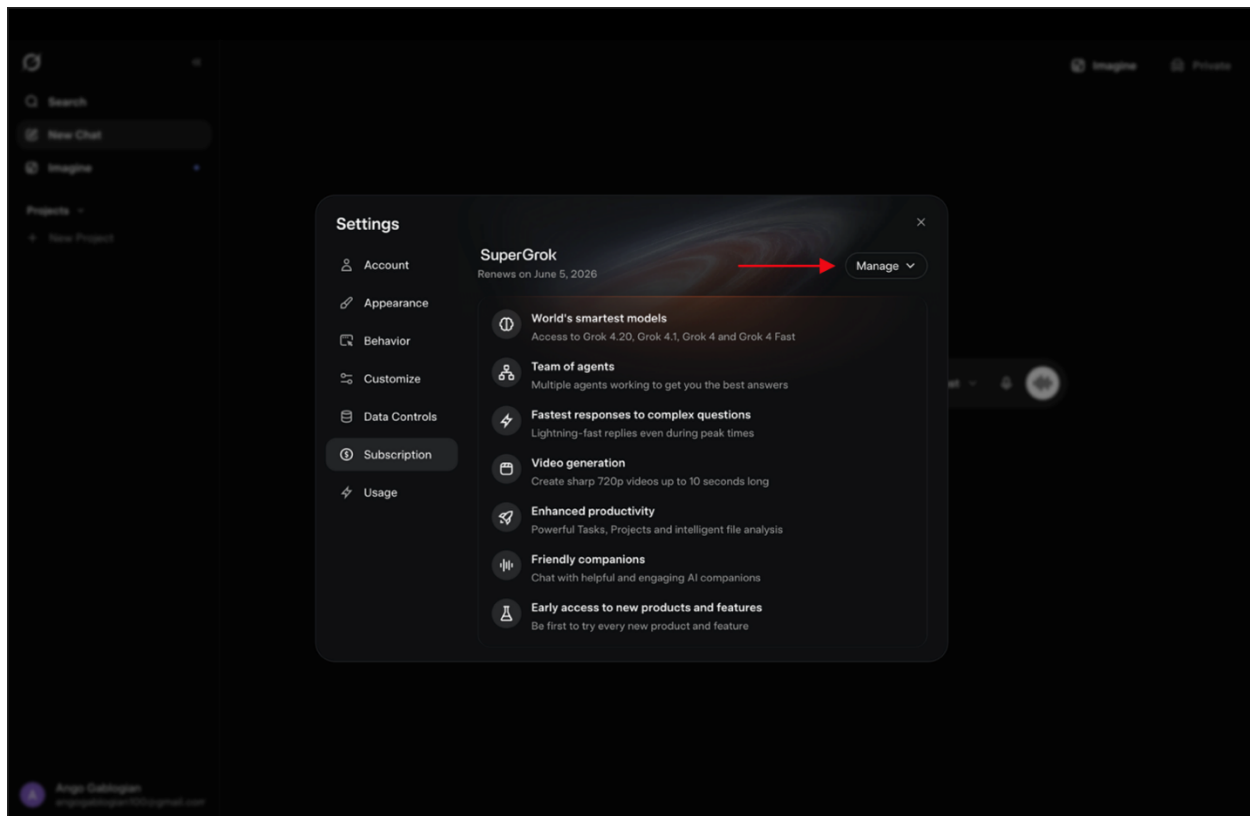
72. From there, the consumer must **(2)** select “Settings” from the pop-up menu that appears above the icon. That menu is reproduced on the following page:



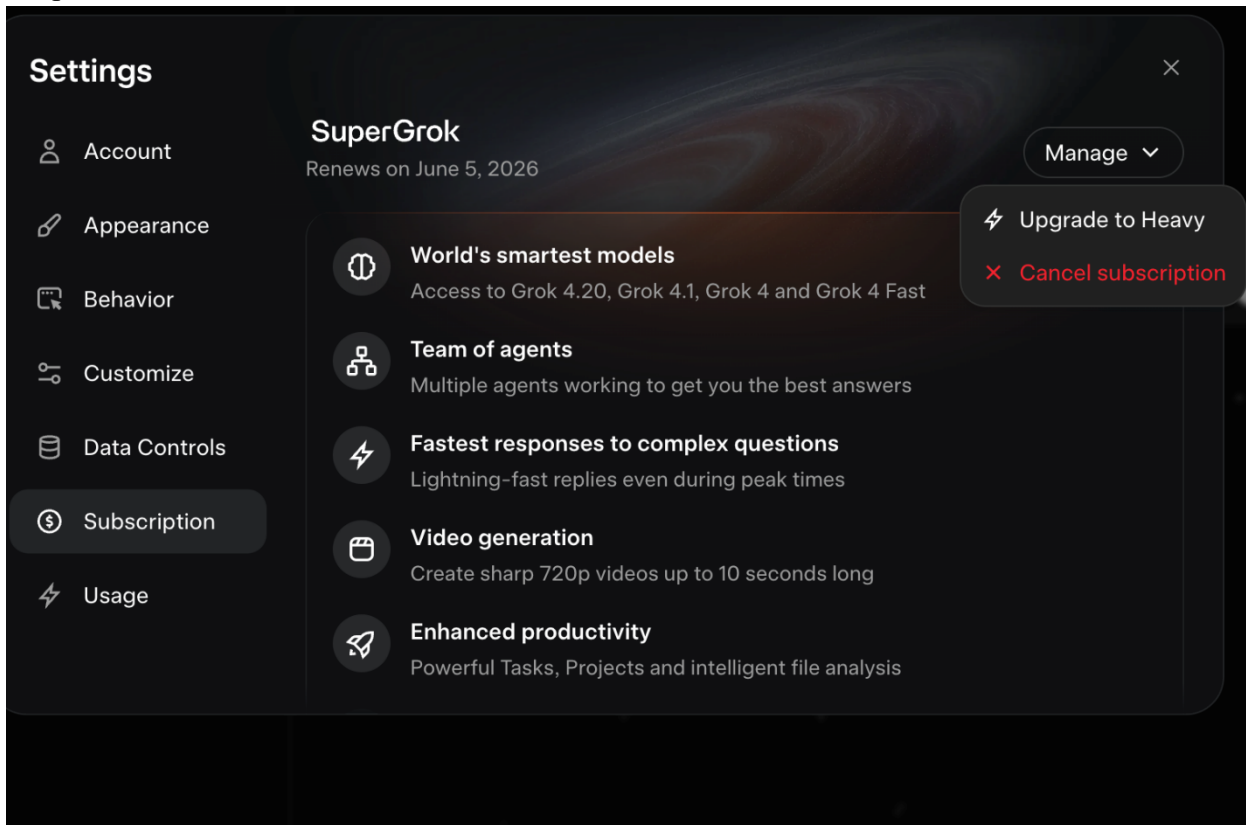
73. Clicking “Settings” expands a pop-up overlaying the Grok home page. The pop-up defaults to an “Account” page which contains no prominently located direct link or button to effect cancellation, in violation of G.B.L. § 527-a(1)(d) (requiring “a simple cancellation mechanism that is as easy to use as the mechanism that the consumer used to provide consent”). Instead, the consumer must continue the process by clicking either **(3)** the button labeled “Manage” and located to the right of their subscription tier or **(3)** the menu item labeled “Subscription” and located near the bottom left of the pop-up. For the purposes of this Complaint, Plaintiff has added a red arrow next to each label for clarity. This pop-up is reproduced on the following page:



74. Clicking either of those buttons takes the consumer to the Subscription Page within the Settings pop-up. Here, there is still no prominently located direct link or button through which the consumer can cancel the subscription. Indeed, there is no button labeled “cancel” at all. Instead, to continue the process, the consumer must know to **(4)** click “Manage” in the top right corner of the Subscription Page. The Subscription Page is reproduced below, again with a red arrow added for clarity:

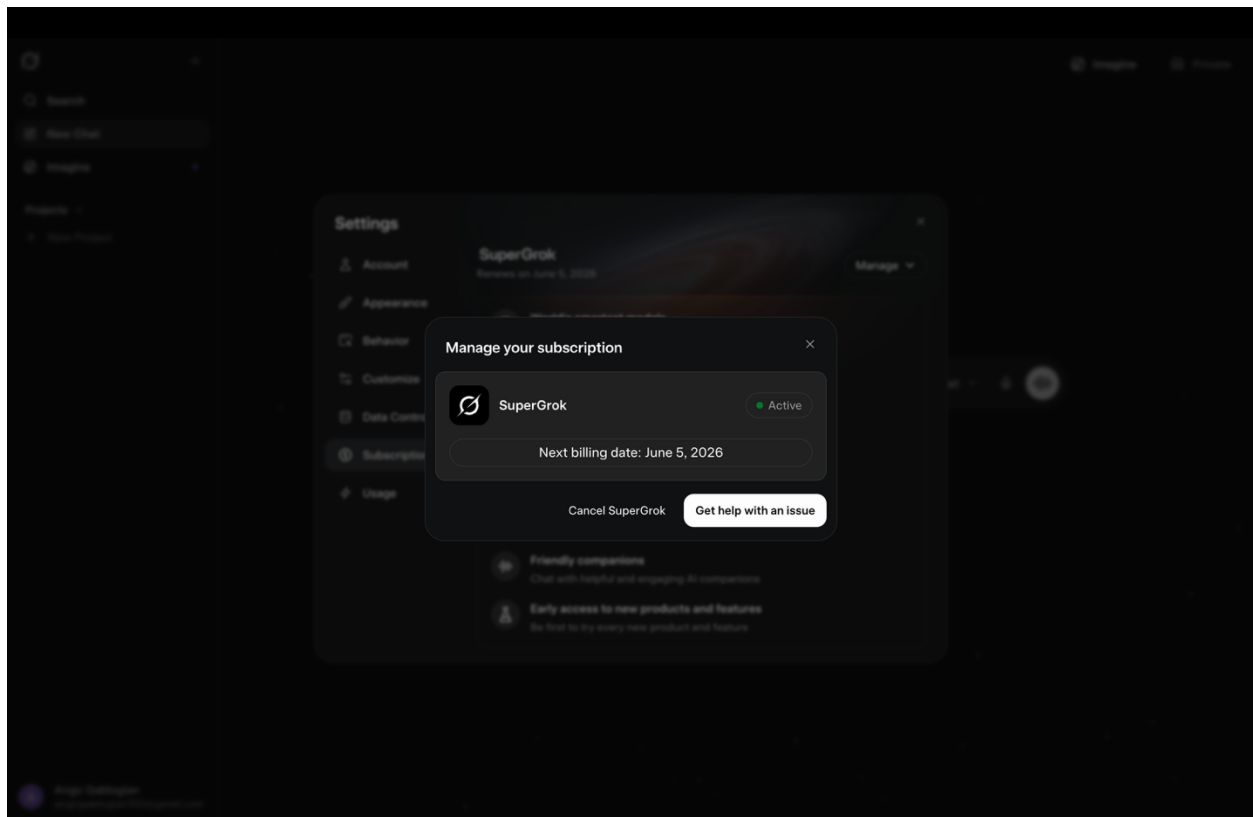


75. Clicking “Manage” expands a menu with two items: an option to upgrade to a more expensive payment tier, and an item X.AI has marked with a red “X” and labeled “Cancel subscription.” The consumer must (5) click the “Cancel subscription” button to move forward with the cancellation process. A reproduction of the Subscription Page with this menu expanded is reproduced below:

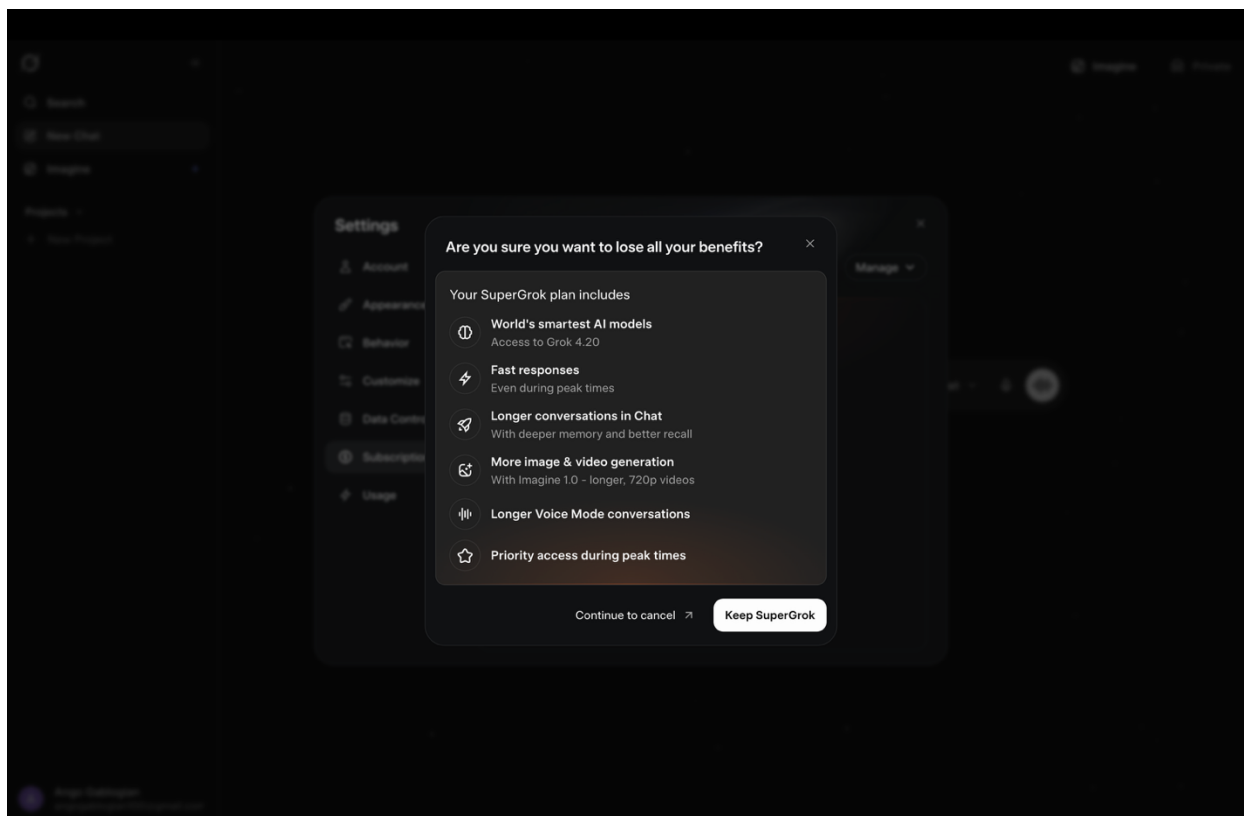


76. But clicking “Cancel subscription” does not actually cancel the subscription. Instead, the consumer is presented with yet another pop-up, which offers two choices: a high-contrast white button, highlighted to draw the consumer’s attention, advising the consumer to “Get help with an issue” and an unhighlighted button, with no contrast to its background, labeled “Cancel SuperGrok.” To continue the cancellation process, the consumer must first understand that clicking the red “Cancel subscription” button marked with a red X (a symbol that reinforces the user’s assumption that clicking “Cancel subscription” will result in cancellation) did not result

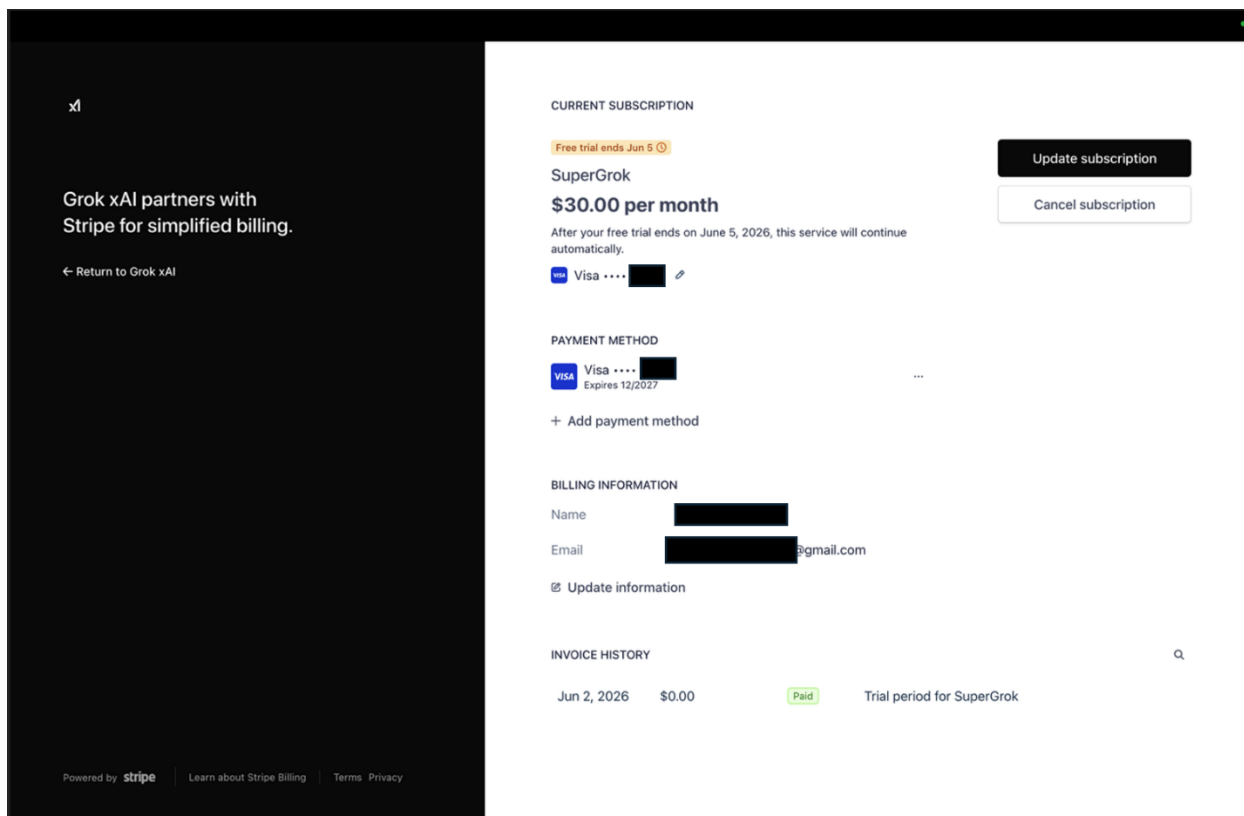
in cancellation and then must (6) click “Cancel SuperGrok”—the second time a consumer must click a button labeled “Cancel” to do so. This screen is reproduced below:



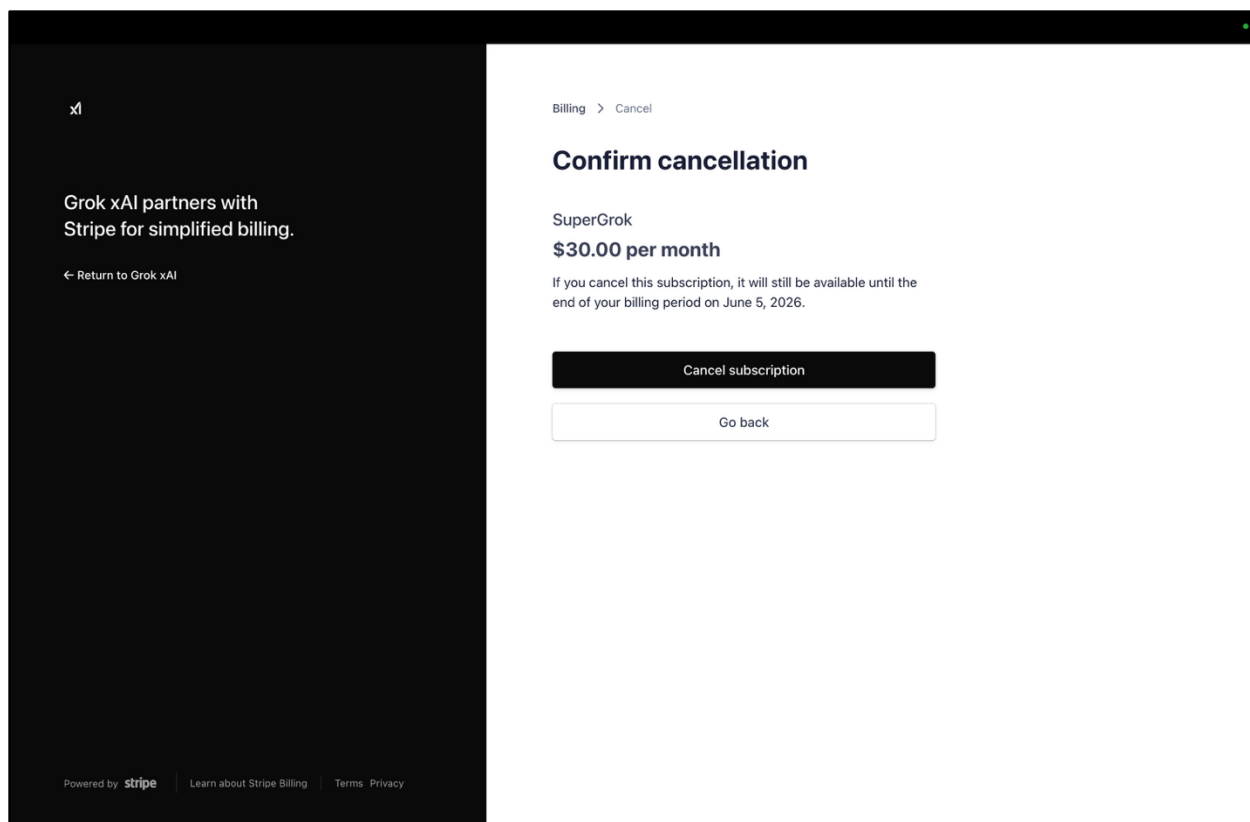
77. But clicking “Cancel SuperGrok” a second time *still* does not result in cancellation. Instead, the consumer is presented with *yet another* pop-up, asking the consumer “[a]re you sure you want to lose all your benefits?,” displaying a list of SuperGrok’s offerings, and offering the consumer a highlighted button to “Keep SuperGrok,” while the “Continue to cancel” button is deemphasized with no contrast to its background. The consumer must again realize that no cancellation has yet been accomplished and that more is required of them, and then (7) click “Continue to cancel” to move forward with the cancellation process—the third time a consumer must click a button labeled “Cancel” to do so. This pop-up is reproduced below:



78. But clicking a “cancel” button a third time *still* does not result in cancellation of the consumer’s subscription. Instead, the consumer is taken to yet another page (shown on the following page), labeled “Current Subscription” and cluttered with information unrelated to cancellation, including the consumer’s payment method, billing information, and invoice history. Here, too, the consumer is presented with a highlighted button inviting them to abort the cancellation process (“Update Subscription,” which takes the consumer to a page offering alternative plans), while the button that continues the cancellation process (“Cancel Subscription”) is styled the same color as its background, increasing the chance that the consumer will overlook it. The consumer must then realize there is more to be done and **(8)** click the “Cancel Subscription” button to continue the cancellation process—the *fourth* time that a consumer must click a button labeled “Cancel.” A copy of the “Cancel Subscription” page is reproduced below:



79. But this *fourth* time a consumer clicks “cancel” *still* does not result in cancellation. Instead, the consumer is taken to *another* page, labeled “Confirm Cancellation.” Here, however, the “Cancel Subscription” button is black whereas on the previous page it was white. The white button is labeled “Go Back.” To finally cancel the subscription, the consumer must yet again realize the prior click did not result in cancellation and then (9) click “Cancel Subscription”—the *fifth* time the consumer must click a button labeled “Cancel” as part of the cancellation process. A copy of the “Confirm Cancellation” page is reproduced below:



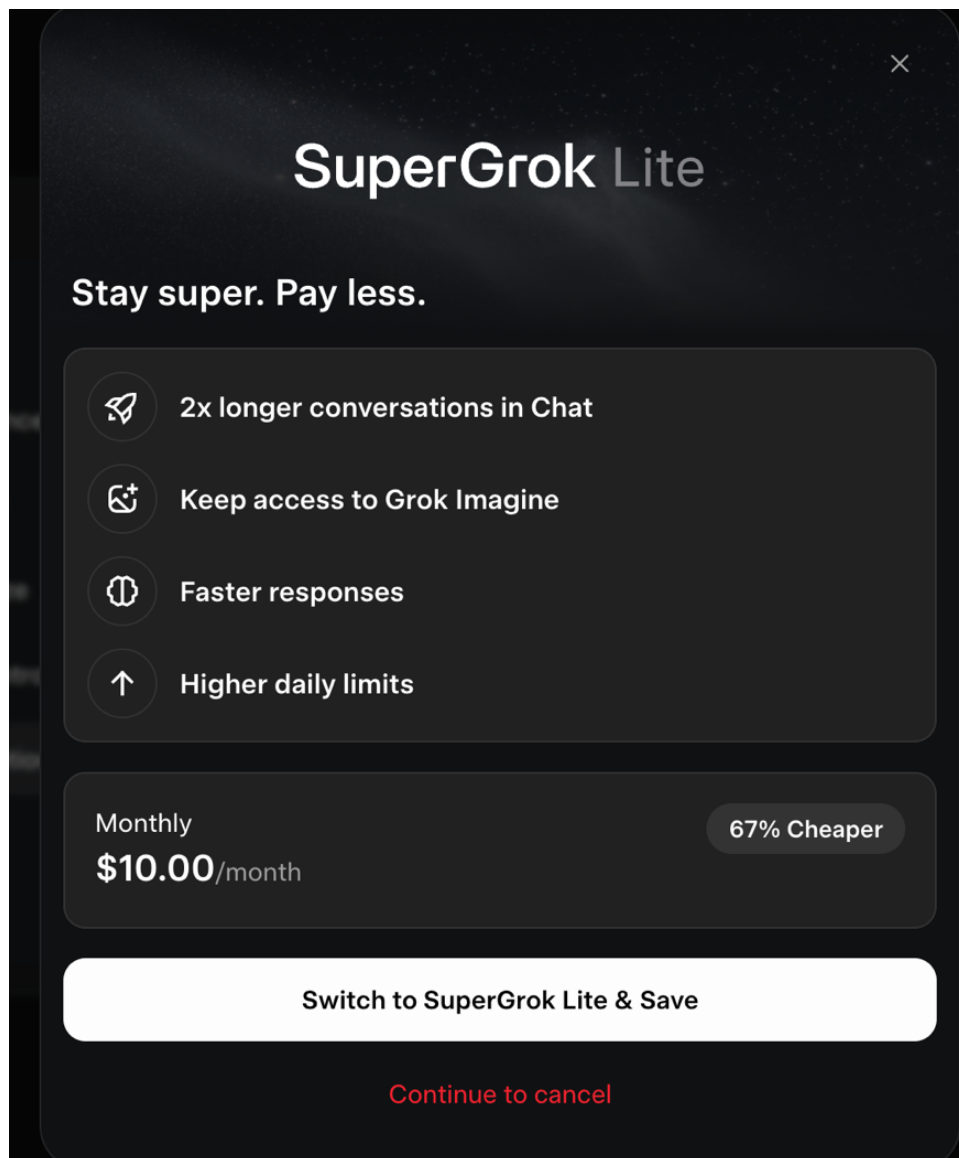
80. In sum, to cancel their subscription, the consumer must thus navigate, at least, a *nine-step* process across at least *seven screens* and must affirmatively click “cancel” at least *five times*.

81. The first four steps of X.AI’s cancellation flow do not present the word “cancel” at all, instead requiring the consumer to ferret out the need to click unlabeled buttons or buttons generically labeled “Manage” to begin X.AI’s cancellation gantlet. *See supra* at ¶¶ 72–75 (Steps 1–4, requiring hovering over and clicking an unlabeled icon, clicking on “Settings” in the popup menu, then clicking either the “Subscription” menu or the “Manage” button corresponding to SuperGrok, and then clicking on another button labeled “Manage”).

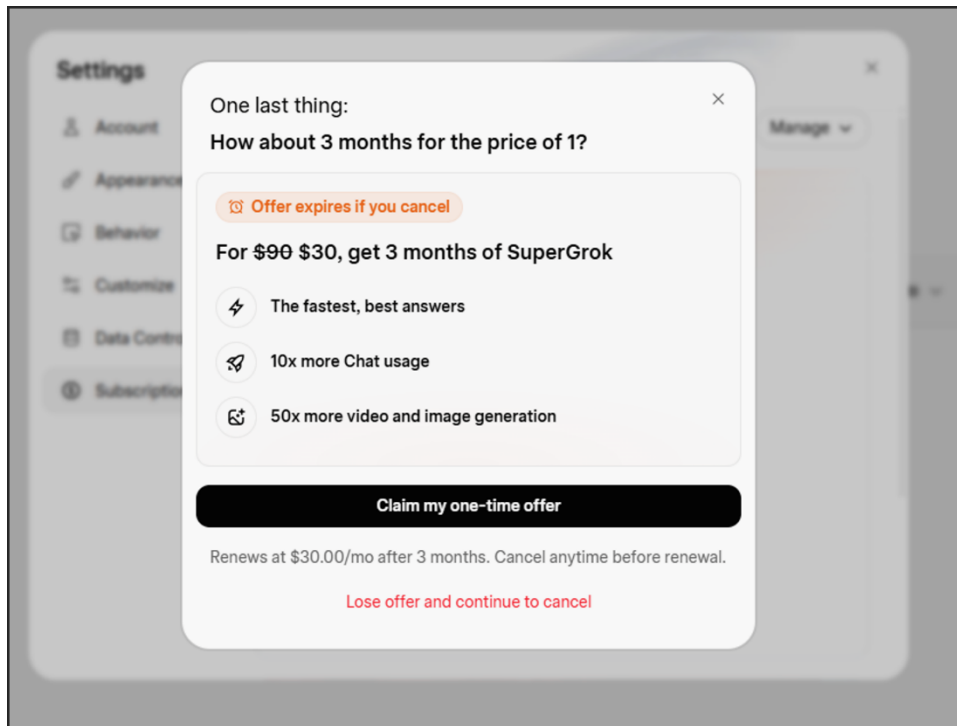
82. Moreover, should the consumer accidentally click outside the pop-up windows at any time while completing steps 3–7, the pop-ups disappear, returning the consumer to the “grok.com” homepage and forcing the consumer to restart the entire process from the beginning.

83. X.AI sometimes adds even more steps to the process, inserting offers for discounts or other subscription plans in lieu of cancellation in between the steps identified above. Two exemplar pop-ups encouraging the consumer to abandon cancellation are replicated below.

84. The first pop-up invites the consumer to switch to a lower-priced subscription (“Stay super. Pay less.”) rather than cancel, with the offer to abandon cancellation in favor of a new subscription again placed in high contrast to the background, while the option to cancel is written in small, red font.



85. The second pop-up offers the consumer “3 months for the price of 1”, including a brightly colored button inviting the consumer to “[c]laim my one-time offer” while relegating to the bottom of the page small red text permitting the consumer to “[l]ose offer and continue to cancel.” A copy of this pop-up is reproduced below:



86. X.AI’s cancellation flow is thus sometimes even longer than the *nine-step, seven-screen* process described herein, which requires the consumer to click “cancel” *five times* to cancel their subscription.

87. When presented to the consumer, the pop-ups described supra at ¶¶ 84–85 independently violate the ARL. While it is permissible for a business to present the consumer “with a discounted offer, retention benefit or information regarding the effect of cancellation” when “a consumer conveys a request to cancel,” the business “may not impose unreasonable or unlawful conditions upon consumer’s ability to cancel, refuse to acknowledge, obstruct or unreasonably delay cancellation requested.” G.B.L. § 527-a(1)(e)(ii). The business must also

provide the consumer “the option to cancel at any time using a simple cancellation mechanism that is as easy to use as the mechanism that the consumer used to provide consent.” *Id.* § 527-a(1)(d). However, neither of the cancellation buttons in the pop-ups described at ¶¶ 84–85 executed cancellation on their own. Instead, the consumer had to take multiple further steps to cancel their subscription, which obstructs and unreasonably delays cancellation in violation of § 527-a(1)(e) and fails to provide a cancellation mechanism as easy to use as the sign-up mechanism in violation of § 527-a(1)(d).

88. X.AI thus does not comply with the ARL’s requirement that a business not “impose unreasonable or unlawful conditions upon, refuse to acknowledge, obstruct or unreasonably delay cancellation requested or attempts to request cancellation by a consumer.” G.B.L. § 527-a(1)(e) (emphasis added). Nor does X.AI provide “the option to cancel, at any time through all mediums by which the business allows a consumer to provide affirmative consent”—here, online—as required. *Id.* § 527-a(1)(d-1); see also *id.* § 527-a(1)(d) (cancellation must be “as easy to use as the mechanism that the consumer used to provide consent”).

E. X.AI Does Not Send ARL-Required Notices.

89. Under the ARL, X.AI must “provide a notice promptly following affirmative consent, in a manner that is capable of being retained by the consumer.” G.B.L. § 527-a(1)(c). That notice must include “(i) the terms of the automatic renewal or continuous service agreement; (ii) the amount of costs that will be charged; (iii) the frequency of charges; (iv) the deadline by date or frequency by which the consumer must act to prevent or stop further charges; and (v) the cancellation mechanisms, as described in paragraphs d and d-1 of this subdivision.” *Id.*

90. Moreover, for offers that include a free trial longer than one month, X.AI must “notify a consumer of an automatic renewal or continuous service charge . . . at least three days before but not more than twenty-one days before the cancellation deadline for the first chargeable

period,” and “[s]uch notice shall include instructions on how to cancel such renewal charge.” G.B.L. § 527-a(1)(h).

91. During the time that Plaintiff was an X.AI consumer and during the relevant period, counsel’s investigation shows that X.AI may have failed to send consumers a compliant notice under G.B.L. § 527-a(1)(c), including, upon information and belief, by failing to send any notice whatsoever.

92. On information and belief, for automatically renewing subscriptions with an initial paid term of one year or longer and with a renewal period of six months or longer, X.AI also does not provide a pre-renewal notice of upcoming renewal between fifteen and forty-five days prior to the cancellation deadline, as required by G.B.L. § 527-a(1)(f).

F. X.AI’s History of Injurious Billing and Cancellation Practices.

93. X.AI’s actions have harmed consumers throughout New York and beyond, resulting in legions of consumers voicing their discontent online. Below is a small sampling of negative reviews left by subscribers on Trustpilot regarding X.AI’s underhanded subscription practices:²⁶

²⁶ Grok Reviews, TrustPilot, <https://www.trustpilot.com/review/grok.com?topics=cancellation> (last visited June 8, 2026).



No way to Cancel!

Bastards! ... I signed up for \$30/month and then decided to cancel after 3 weeks, only to discover there is absolutely no way to cancel my subscription! they literally removed any relevant instructions from their website. And of course, if you ask Grok how to cancel, you'll get instructions but those instructions have been completely removed! ... I also just discovered that there's no way to reach them by phone. I sent them an email and their AI bot responded by requesting my account email and my "Team ID". But there is no team ID, since I have a solo account - and you can bet the ranch they know it! Not to worry, Mr. Musk - I just kissed my \$30 goodbye!



Grok itself is a decent LLM, Customer Support trash

Grok itself is a decent LLM. However support is terrible, you have to press cancel subscription 8 times for it to actually cancel, first time i clicked multiple times and for some reason it didnt cancel, i saw money being deducted so contacted support that same hour to cancel and refund me since i already inititate cancelation before. Has been more than a week, havent heard a response from support. would expect better from company ran by Musk....



THIEVES!

I cancelled my subscription, then scheduled my account for deletion, I didn't access it since then.
 Everyday since then, they try to charge me \$30 god knows for what.
 Today I forgot my online payment feature On, and they took my money, \$30 was stolen from my bank account.
 What's more, is that Stripe STILL trying to charge me for the X thieves after the stolen money.
 I have no idea if I'll ever get my money back now.



AVOID !!!! SCAM !!

AVOID !!!!!

User interface is clunky and results take ages to generate !

Worst part is that when you want to cancel a Free Trail they take you through (6) pages !!!! asking you to keep it until you can actually cancel it !!

Yet another American Capitalist Scam !!!



I had a very disappointing experience...

I had a very disappointing experience with this service. I signed up for what was presented as a free trial on Friday, with no clear indication of when the trial would end. Based on a normal understanding of a 3-day trial, I cancelled on Monday within that period—yet I was still charged.

There was no proper email confirmation, no reminder, and no clear disclosure of the exact billing timing. I've also made multiple attempts to contact the company, and they have completely ignored me.

This experience has left me feeling misled and honestly defrauded. I only trusted this app because it was available on the Apple App Store, but this situation shows a serious lack of transparency and accountability.

I would strongly caution others before signing up.



They make it impossible to cancel the...

They make it impossible to cancel the Grok Subscription on X or their website. They keep charging your card and sending messages they couldn't collect the \$30 subscription. When you send email to support NO ONE ever replies. I cancelled 2 days before my Grok subscription ended. They never acknowledged the cancelation by email and I'm currently accruing bank charges every day as they ignore my emails and retry payment daily.

It's painful and frustrating dealing with X or Grok as your complaints fall on deaf ears.

94. Large numbers of consumers have also posted to Reddit, pleading for assistance navigating X.AI's cancellation flow, only to find other consumers complaining of the same issues, or requiring multiple attempts or even specialized browsers to cancel. A copy of one such Reddit thread is reproduced on the following page, as are other posts from frustrated customers unable to cancel their subscriptions.^{27, 28, 29, 30, 31}

²⁷ Reddit (r/grok), *Can't Cancel Grok*, https://www.reddit.com/r/grok/comments/1s6e6oe/cant_cancel_grok/ (last visited June 11, 2026).

²⁸ Reddit (r/grok), *Warning — Check Your Cancellation!*, https://www.reddit.com/r/grok/comments/1s1p3ne/warning_check_your_cancellation/ (last visited June 11, 2026).

²⁹ Reddit (r/grok), *How to Cancel SuperGrok from Website?*, https://www.reddit.com/r/grok/comments/1s13hkm/how_to_cancel_supergrok_from_website/ (last visited June 11, 2026).

³⁰ Reddit (r/grok), *How Do I Cancel a 3 Month Grok Subscription?* (2026), https://www.reddit.com/r/grok/comments/1safast/how_do_i_cancel_a_3_month_grok_subscription/.

³¹ Reddit (r/grok), *How to Cancel Your Super Grok Subscription After Accepting Two Extra Months for the Price of One????* (2026), https://www.reddit.com/r/grok/comments/1s50cma/how_to_cancel_your_super_grok_subscription_after/.


r/grok • 2mo ago
...

Can't cancel grok

Please help. I'm unable cancel grok that I subscribed to online. It wasn't through the app, it was with grok.com.

I've followed every suggestion, but there's nowhere to click on cancel subscription.

TIA

6
11
Share

Join the conversation

Sort by: Best Q Search Comments

⊕
AutoModerator
MOD
• 2mo ago
📌 Stickied comment


• 2mo ago

Same issue, did you figure it out?

2
Reply
Share
...


OP
• 2mo ago

Nope ... can't do it. Ridiculous

2
Reply
Share
...


• 2mo ago

I was finally able to cancel my Supergrok today! The cancel button was there on the billing.stripe page so check again.

1
Reply
Share
...


• 2mo ago

I have the same situation and tring to cancel for a week, jsut a standard response, but not action. Maybe I need to cancel my credit card.

3
Reply
Share
...


• 2mo ago

maybe your credit cards has the LOCK or FREEZE option in your banking apps.

1
Reply
Share
...


• 2mo ago

same situation

2
Reply
Share
...


• 1mo ago

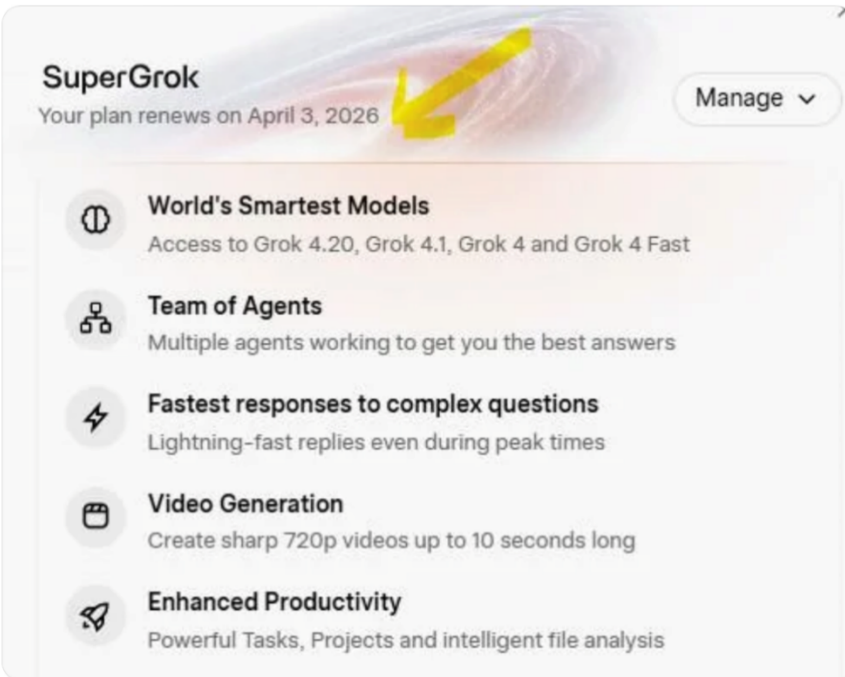
I was able to cancel it using Vivaldi. No other rhing would work: samsung internet, chrome, firefox, google play, etc.

I was able to find the buttons through using the desktop mode. I hope this helps anyone.

1
Reply
Share
...

r/grok · 3mo ago

Warning - Check your cancellation!



SuperGrok
Your plan renews on April 3, 2026 Manage ▾

- World's Smartest Models**
Access to Grok 4.20, Grok 4.1, Grok 4 and Grok 4 Fast
- Team of Agents**
Multiple agents working to get you the best answers
- Fastest responses to complex questions**
Lightning-fast replies even during peak times
- Video Generation**
Create sharp 720p videos up to 10 seconds long
- Enhanced Productivity**
Powerful Tasks, Projects and intelligent file analysis

I cancelled Super Grok 2 days ago. Today, I signed into my account and saw it was set to renew on the 3rd of the month, as it does every month.

This doesn't feel like a user error or a software glitch. Make sure your cancellation request is actually honored. This company deserves zero trust.

r/grok · 3mo ago

How to cancel supergrok from website?

I want to cancel super grok, but when you press cancel subscription on the website just send u to the bill details page. But there is no cancel button.

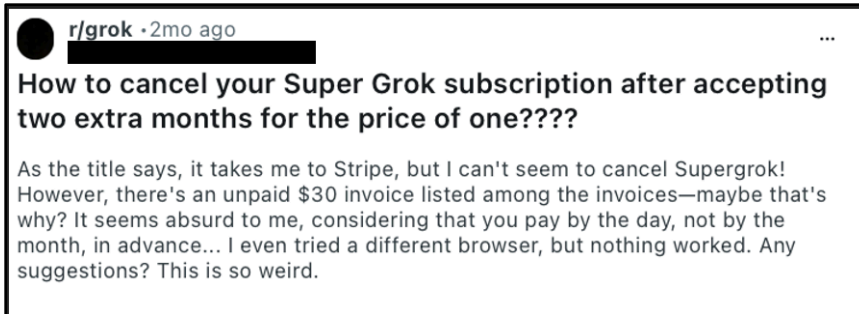
r/grok · 2mo ago

How do I cancel a 3 month Grok subscription?

Discussion

As of yesterday, I couldn't generate any videos at all. Went to cancel my subscription, got a "would you like to extend your subscription for an addition 3 months for \$1.42?" offer. I thought "sure, I can see if anyone comes up with a workaround, and more importantly, I can just cancel the three month subscription right away".

Except I can't. Trying to cancel it bring me to <https://billing.stripe.com/> and I don't see any option to cancel.



G. X.AI's Scheme Injured Plaintiff.

95. Plaintiff Horner paid \$30.00 for a one-month SuperGrok Subscription on or around February 12, 2026.

96. X.AI did not present to Mr. Horner, in a clear and conspicuous manner, the material terms of the automatic renewal offer, including a description of the product or service subject to renewal, the amount of the costs that would be charged, and the frequency of charges. X.AI did not present to Mr. Horner, before consent to the offer had been requested and in visual proximity to the request for consent, the cancellation mechanisms applicable to the offer.

97. Shortly after enrolling, Mr. Horner attempted to cancel his Subscription, but found the cancellation process so difficult, lengthy, and confusing that he was unable to complete it.

98. Mr. Horner then attempted to cancel his Subscription a second time and, due to the confusing nature of the cancellation process—including requiring Mr. Horner to click “Cancel” at least five times—Mr. Horner believed that he had successfully cancelled his Subscription, but he had not.

99. After Mr. Horner unsuccessfully tried to cancel his subscription, X.AI charged him \$30.00 on or about March 12, 2026, April 12, 2026, May 12, 2026, June 12, 2026, and July 12, 2026 without first obtaining his affirmative consent to the charge. Believing he had already cancelled his subscription, Mr. Horner did not notice these improper charges.

100. In or around August 2026, Mr. Horner learned through a personal budgeting application that he was due to be charged another \$30.00 for his SuperGrok subscription on or about August 13, 2026.

101. Mr. Horner then made yet another attempt to cancel his SuperGrok subscription, which was successful.

102. Mr. Horner was injured by X.AI's failure to present to him, in a clear and conspicuous manner, the material terms of any automatic renewal offer or continuous service offer, including a description of the product or service subject to renewal, the amount of the costs that will be charged, the frequency of charges, the deadline by date or frequency by which the consumer must act to prevent or stop further charges, and cancellation mechanisms, before X.AI requested consent to the offer or billing information and in visual proximity to the request for consent to the offer.

103. Mr. Horner was injured by X.AI's failure to provide him the option to cancel at any time using a simple cancellation mechanism that is as easy to use as the mechanism he used to provide consent and through the same medium he used to provide consent, and by X.AI's imposition of unreasonable and unlawful conditions upon, and its obstruction and unreasonable delay of, his cancellation requests.

104. Mr. Horner was also injured by X.AI's failure to provide him, promptly following his affirmative consent, a notice—in a manner capable of being retained by him—disclosing the cancellation mechanisms applicable to his subscription.

105. Mr. Horner was also injured by X.AI's subscription practices because, had he known the truth about X.AI's intentionally misleading subscription practices, he would not have purchased a SuperGrok Subscription.

106. Mr. Horner intends to purchase products and services in the future for himself from artificial intelligence companies, including potentially those offered by X.AI, as long as he can gain some confidence in X.AI's representations about its products and services and subscription practices. Moreover, X.AI still has Mr. Horner's payment information and could use it to process unauthorized payments in the future.

RULE 9(B) ALLEGATIONS

107. To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity:

108. **WHO:** X.AI sells services to consumers in New York and nationwide through a deceptive and unlawful subscription scheme by making the material misrepresentations and omissions alleged in detail above in violation of New York consumer protection statutes and the common law, including with respect to X.AI's automatic renewal policy and cancellation process, leaving many consumers who sign up for an X.AI SuperGrok Subscription paying for subscriptions that they do not want.

109. **WHAT:** X.AI misrepresented and omitted material facts concerning the SuperGrok Subscriptions. Among other things, X.AI failed to present, in a clear and conspicuous manner and in visual proximity to the request for consent, the material terms of the automatic renewal offer, including a description of the product or service subject to renewal, the amount of the costs that would be charged to the consumer's payment method, and the frequency of charges. X.AI also failed to present, in a clear and conspicuous manner and in visual proximity to the request for consent, the cancellation mechanisms applicable to the offer. X.AI further misrepresented and omitted material facts by presenting consumers with a prominent "3 days free" offer and a "Start trial" button while relegating any purported renewal language to small, low-contrast text that did

not clearly and conspicuously disclose the material terms of the offer and did not link to X.AI's automatic renewal terms. X.AI also failed to disclose that cancellation required navigating a lengthy, confusing, multi-step process that imposed unreasonable and unlawful conditions on, and obstructed and unreasonably delayed, cancellation, and while failing to provide consumers a cancellation mechanism that was as easy to use as, and available through the same medium as, the mechanism used to sign up.

110. **WHERE:** X.AI's deceptive and unlawful subscription scheme is conducted through its website, mobile/tablet/desktop applications, and electronic communications with customers.

111. **WHEN:** X.AI has been engaging in its deceptive and unlawful subscription scheme since at least February 2025, when X.AI first began selling paid subscriptions for SuperGrok. For example, X.AI used its deceptive and unlawful subscription scheme when Plaintiff enrolled in a SuperGrok Subscription in February 2026, when he attempted to cancel thereafter, and when X.AI charged him for renewal without authorization.

112. **WHY:** X.AI uses its deceptive and unlawful subscription scheme to trap its customers into paying for X.AI subscriptions. As a direct result of this scheme, X.AI has successfully reaped millions of dollars in unlawful charges at the expense of unsuspecting customers.

113. **HOW:** X.AI conducts its deceptive and unlawful subscription scheme by making the material misrepresentations and omissions; by deliberately imposing a confusing and deceptive cancellation process; and by failing to provide compliant notices to subscribers disclosing the material terms of the offer and the applicable cancellation mechanisms, all in violation of New York consumer protection law, and the common law as alleged in detail above.

CLASS ACTION ALLEGATIONS

114. Plaintiff also brings this action on his own behalf and additionally, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of a class that is preliminarily defined as all X.AI customers in New York (including customers of companies X.AI acts as a successor to) who were automatically renewed and charged for at least one month of a SuperGrok Subscription at any time from the applicable statute of limitations period to the date of judgment (the “Class”).

115. As alleged throughout this Complaint, the claims of the Class derive directly from a single course of conduct by X.AI. X.AI has engaged in uniform and standardized conduct toward the Class and this case is about the responsibility of X.AI, at law and in equity, for its knowledge and conduct in deceiving its customers. X.AI’s conduct did not meaningfully differ among individual Class Members in its degree of care or candor, its actions or inactions, or in its false and misleading statements or omissions. The objective facts on these subjects are the same for all Class Members.

116. Excluded from the Class are: X.AI; any parent, subsidiary, or affiliate of X.AI; any entity in which X.AI has or had a controlling interest, or which X.AI otherwise controls or controlled; and any officer, director, employee, legal representative, predecessor, successor, or assignee of X.AI. Also excluded are federal, state and local government entities; and any judge, justice, or judicial officer presiding over this action and the members of their immediate families and judicial staff.

117. Plaintiff reserves the right, as might be necessary or appropriate, to modify or amend the definition of the Class and/or add Subclasses, when Plaintiff files his motion for class certification.

118. Plaintiff does not know the exact size of the Class since such information is in the exclusive control of X.AI. Plaintiff believes, however, that the Class encompasses thousands of consumers whose identities can be readily ascertained from X.AI's records. Accordingly, the members of the Class are so numerous that joinder of all such persons is impracticable.

119. The Class is ascertainable because its members can be readily identified using data and information kept by X.AI in the usual course of business and within its control. Plaintiff anticipates providing appropriate notice to each Class Member in compliance with all applicable federal rules.

120. Plaintiff is an adequate class representative. Plaintiff's claims are typical of the claims of the Class and do not conflict with the interests of any other members of the Class. Plaintiff and the other members of the Class were subject to the same or similar conduct engineered by X.AI. Further, Plaintiff and members of the Class sustained substantially the same injuries and damages arising out of X.AI's conduct.

121. Plaintiff will fairly and adequately protect the interests of all Class Members. Plaintiff has retained competent and experienced class action attorneys to represent his interests and those of the Class.

122. Questions of law and fact are common to the Class and predominate over any questions affecting only individual Class Members, and a class action will generate common answers to the questions below, which are apt to drive the resolution of this action:

- a. Whether X.AI's conduct violates the ARL;
- b. Whether X.AI's conduct violates the applicable New York consumer protection statutes;
- c. Whether X.AI's conduct violates the applicable common law doctrines;
- d. Whether X.AI was unjustly enriched as a result of its conduct;

- e. Whether Class Members have been injured by X.AI's conduct;
- f. Whether, and to what extent, equitable relief should be imposed on X.AI to prevent it from continuing its unlawful practices; and
- g. The extent of class-wide injury and the measure of damages for those injuries.

123. A class action is superior to all other available methods for resolving this controversy because (1) the prosecution of separate actions by Class Members will create a risk of adjudications with respect to individual Class Members that will, as a practical matter, be dispositive of the interests of the other Class Members not parties to this action, or substantially impair or impede their ability to protect their interests; (2) the prosecution of separate actions by Class Members will create a risk of inconsistent or varying adjudications with respect to individual Class Members, which will establish incompatible standards for X.AI's conduct; (3) X.AI has acted or refused to act on grounds generally applicable to all Class Members; and (4) questions of law and fact common to the Class predominate over any questions affecting only individual Class Members.

124. Further, the following issues are also appropriately resolved on a class-wide basis under Federal Rule of Civil Procedure 23(c)(4):

- a. Whether X.AI's conduct violates the ARL;
- b. Whether X.AI's conduct violates the applicable New York consumer protection statutes;
- c. Whether X.AI's conduct violates the applicable common law doctrines;
- d. Whether X.AI was unjustly enriched as a result of its conduct;
- e. Whether Class Members have been injured by X.AI's conduct; and
- f. Whether, and to what extent, equitable relief should be imposed on X.AI to prevent it from continuing its unlawful practices.

125. Accordingly, this action satisfies the requirements set forth under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure.

CAUSES OF ACTION

COUNT I

NEW YORK GENERAL BUSINESS LAW § 349

126. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

127. Plaintiff brings this claim under G.B.L. § 349 on his own behalf and on behalf of each member of the Class.

128. New York’s consumer fraud statute prohibits “[d]eceptive . . . acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state.” G.B.L. § 349.

129. Defendants’ subscription scheme and its associated practices are consumer-oriented in that they are directed at members of the consuming public.

130. By engineering and implementing the materially misleading subscription scheme alleged in this complaint, Defendants engaged in, and continue to engage in, deceptive acts and practices in violation of G.B.L. § 349.

131. Through their deceptive subscription scheme as alleged throughout this Complaint, Defendants engaged in deceptive acts or practices that violated G.B.L. § 349 by making the material misrepresentations and omissions including with respect to automatic renewal, free trial terms, and cancellation, leaving many consumers who sign up for an X.AI service paying for subscriptions that they do not want. Defendants systematically misrepresented, concealed, suppressed, and omitted material facts relating to the automatic renewal and cancellation of SuperGrok Subscriptions in the course of their business.

132. By violating New York's ARL as alleged throughout this Complaint, Defendants are liable to Plaintiff and the Class for committing a deceptive act.

133. The aforementioned acts are unfair, unconscionable and deceptive and are contrary to the public policy of New York, which aims to protect consumers.

134. Defendants willfully or knowingly committed conduct violating G.B.L. §§ 527 and 527-a, including: the material-terms disclosure and visual-proximity requirements of § 527-a(1)(a); the free-trial pricing-change disclosure requirement of § 527-a(1)(a); the affirmative-consent requirement of § 527-a(1)(b); the post-consent notice requirement of § 527-a(1)(c); the cancellation-mechanism requirements of §§ 527-a(1)(d) and (d-1); the prohibition on obstructing or unreasonably delaying cancellation under § 527-a(1)(e); and the pre-renewal notice requirement of § 527-a(1)(f).

135. As a direct and proximate result of Defendants' unlawful and deceptive subscription scheme and associated practices, Plaintiff and the Class have suffered injury and monetary damages in an amount to be determined at the trial of this action and upon information and belief exceeding \$50 million.

136. Plaintiff and the members of the Class further seek equitable relief against Defendants. Defendants' violations present a continuing risk to Plaintiff and Class Members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. Defendants' unfair and deceptive acts or practices occurred repeatedly in Defendants' trade or business and significantly impacts a substantial portion of the purchasing public as actual or potential customers of Defendants. Pursuant to G.B.L. § 349, this Court has the power to award such relief, including but not limited to, an order declaring Defendants' practices to be unlawful, an order enjoining Defendants from engaging in any further unlawful conduct, and

an order directing Defendants to refund to Plaintiff and the Class all fees wrongfully assessed and/or collected.

COUNT II

CONVERSION

137. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

138. Plaintiff brings this claim on his own behalf and on behalf of each member of the Class.

139. Plaintiff and the Class own and have a right to possess the money that is in their respective bank accounts, internet payment accounts, and/or credit cards.

140. Defendants substantially interfered with Plaintiff's and the Class's possession of this money by knowingly and intentionally making unauthorized charges to their bank accounts, internet payment accounts, and/or credit cards for X.AI's SuperGrok subscriptions.

141. Plaintiff and the Class never consented to Defendants' taking of this money from their bank accounts, internet payment accounts, and/or credit cards.

142. Defendants wrongfully retained dominion over this monetary property and/or the time-value of the monetary property.

143. Plaintiff and the Class have been damaged by Defendants' wrongful taking and/or possession of such money from their bank accounts, internet payment accounts, and/or credit cards in an amount that is capable of identification through Defendants' records.

144. By reason of the foregoing, Defendants are liable to Plaintiff and the Class for conversion in an amount to be proved at trial.

COUNT III

UNJUST ENRICHMENT

145. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

146. Plaintiff brings this claim on his own behalf and on behalf of each member of the Class.

147. As a result of Defendants' violations of the NY ARL, "any goods, wares, merchandise, or products" delivered to Plaintiff and the Class are "deemed an unconditional gift to the consumer . . . without any obligation whatsoever on the consumer's part." G.B.L. § 527-a(2).

148. By reason of Defendants' wrongful conduct, Defendants have benefited from receipt and maintenance of improper funds, and under principles of equity and good conscience, Defendants should not be permitted to keep this money.

149. As a result of their unjust conduct, Defendants have been unjustly enriched.

150. As a result of Defendants' conduct it would be unjust and/or inequitable for Defendants to retain the benefits of their conduct without restitution to Plaintiff and the Class. Accordingly, Defendants must account to Plaintiff and the Class for their unjust enrichment.

COUNT IV

MONEYS HAD AND RECEIVED

151. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

152. Plaintiff brings this claim on his own behalf and on behalf of each member of the Class.

153. Defendants received moneys from Plaintiff and from each member of the Class.

154. As a result of Defendants' violations of the NY ARL, "any goods, wares, merchandise, or products" delivered to Plaintiff and the Class are "deemed an unconditional gift to the consumer . . . without any obligation whatsoever on the consumer's part." G.B.L. § 527-a(2).

155. The moneys belong to Plaintiff and each member of the Class.

156. Defendants have not returned the moneys.

157. Plaintiff, on behalf of himself and the members of the Class, seeks the return of the moneys in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- (a) Issue an order certifying the Class defined above, appointing the Plaintiff as Class representative, and designating Wittels McInturff Palikovic Class Counsel;
- (b) Find that Defendants have committed the violations of law alleged herein;
- (c) Determine that Defendants have been unjustly enriched as a result of their wrongful conduct, and enter an appropriate order awarding restitution and monetary damages to the Class;
- (d) Enter an order granting all appropriate relief including injunctive relief on behalf of the Class under the applicable laws;
- (e) Render an award of compensatory damages the exact amount of which is to be determined at trial;
- (f) Render an award of treble damages as permitted under the statute;
- (g) Issue an injunction or other appropriate equitable relief requiring Defendants to refrain from engaging in the deceptive practices alleged herein;
- (h) Enter judgment including interest, costs, reasonable attorneys' fees, and expenses; and
- (i) Grant all such other relief as the Court deems appropriate.

JURY DEMAND

Under Federal Rule of Civil Procedure 38, Plaintiff demands that a jury determine any issue triable of right.

Dated: September 18, 2026

Respectfully submitted,

/s/ J. Burkett McInturff

J. Burkett McInturff

WITTELS MCINTURFF PALIKOVIC

305 Broadway, 7th Floor

New York, NY 10007

Phone: (914) 775-8862

jbm@wittelslaw.com

Counsel for Plaintiff and the Proposed Class

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Oisin Horner

(b) County of Residence of First Listed Plaintiff Queens
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Wittels McInturff Palikovic
305 Broadway, 7th Floor, New York, NY 10007
914-775-8862

DEFENDANTS

SpaceXAI LLC f/k/a X.AI LLC and SpaceXAI Corp. f/k/a X.AI Corp.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee * ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)
Brief description of cause:
Alleged conduct failed to comply with GBL §§ 349, 350, 527, 527-a, and common law

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 50,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

PART A - CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, **J. Burkett McInturff**, counsel for **Plaintiff**, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☒ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

PART B - DISCLOSURE STATEMENT - FEDERAL RULES of CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

PART C - RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

PART D - NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you **must select Office Code 2**.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County?
2. In actions not involving real property, is the action being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County?
3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County?
 - b. Do the majority of defendants reside in Nassau or Suffolk County?
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County?
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County?
 (Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, or if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

PART E - BAR ADMISSION

1. I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

If you answered No to E(1), please see instructions and Local Civ. R. 1.3.

2. Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? If yes, please explain:

PART F - IMMIGRATION HABEAS

1. Is this petition based on an immigration detention?

Check Form to Validate Before Signing

I certify the accuracy of all information provided above.

Signature: 

2. Does this case require immediate attention of a judge?

If you answered Yes in Part F, and are filing this action after business hours, please see instructions here: <https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours>.

Date: 9/18/26

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

Page One Instructions

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Page Two Instructions

- A. Certification of Arbitration Eligibility: Indicate whether the case is eligible for arbitration under Local Civil Rule 83.7. If you answer No, please check at least one of the reasons that the case is not eligible.
- B. Disclosure Statement - Federal Rules of Civil Procedure 7.1: If additional space is needed, please add the parties on an additional page.
- C. Related Case Statement: If additional space is needed, please add the parties on an additional page.
- D. Division of Business Rule 1(d)(3): Your answers in this section will determine whether your case will be designated as a Central Islip or Brooklyn case. Failure to complete this section may result in a delay assigning your case to a judge. Answer all four (4) questions in this part, including 3(a), 3(b), and 3(c).
- E. Bar Admission: Answer both questions.
- F. Immigration Habeas: Answer both questions.

Click "Check Form to Validate Before Signing." If any required fields have not been completed, please do so before signing.

Date and Attorney Signature. Date and sign the civil cover sheet.

for the

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

V.

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York 

Oisin Horner, on behalf of himself and all others
similarly situated

Plaintiff(s)

v.

SpaceXAI LLC f/k/a X.AI LLC and SpaceXAI Corp.
f/k/a X.AI Corp.

Defendant(s)

Civil Action No. 26-cv-5787

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

SpaceXAI Corp.
c/o United Agent Group Inc.
112 North Curry Street
Carson City, NV 89703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

WITTELS MCINTURFF PALIKOVIC
305 Broadway, 7th Floor
New York, New York 10007
Tel: 914 775 8862
jbm@wittelslaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: