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Clerk of the Superior Court  
By F. Gonzalez ,Deputy Clerk

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN DIEGO  
10

11 KEITH CALDWELL,  
12 ASYA HUNTER, and  
13 SHAUNA STONE,  
individually and on behalf of all others  
similarly situated,

14 Plaintiffs,

15 vs.  
16

17 IDENTITY INTELLIGENCE GROUP,  
LLC, a Nevada limited liability company;  
18 and DOES 1-50, inclusive,

19 Defendants.  
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CASE NO. 37-2023-00012108-CU-BT-CTL

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) FALSE ADVERTISING  
[Bus. & Prof. Code, §§ 17535 & 17600 et seq.];  
and

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

1 **INTRODUCTION**

2 1. Defendant Identity Intelligence Group, LLC (“IDIQ”) provides so-called “identity  
3 theft protection” and “credit monitoring” products and services. While characterizing itself as a  
4 company that protects against scams, IDIQ itself scams consumers by enrolling them into automatic  
5 renewal membership subscriptions and charging recurring fees without the consumers’ consent.

6 2. This class action complaint alleges that IDIQ violates California law by enrolling  
7 consumers in automatic renewal subscriptions without first providing the clear and conspicuous  
8 disclosures mandated by California law; charging consumers for automatic renewal subscriptions  
9 without first obtaining the consumer’s affirmative consent to an agreement that contains clear and  
10 conspicuous disclosure of required automatic renewal offer terms; and failing to provide the  
11 requisite online and “easy to use” mechanisms for cancellation. This conduct constitutes false  
12 advertising, based on violation of the California Automatic Renewal Law (Bus. & Prof. Code,  
13 § 17600 et seq.), and it also violates the Unfair Competition Law (Bus. & Prof. Code, § 17200 et  
14 seq.). (Unless otherwise indicated, all statutory citations are to the California Business and  
15 Professions Code.)

16 3. This action seeks restitution for Plaintiffs and other affected California consumers,  
17 and a public injunction for the benefit of the general public.

18 **THE PARTIES**

19 4. Plaintiff Keith Caldwell (“Caldwell”) is an individual residing in San Diego County,  
20 California.

21 5. Plaintiff Asya Hunter (“Hunter”) is an individual residing in Sacramento County,  
22 California.

23 6. Plaintiff Shauna Stone (“Stone”) is an individual residing in Sacramento County,  
24 California.

25 7. Caldwell, Hunter, and Stone are collectively referred to herein as “Plaintiffs.”

26 8. Identity Intelligence Group, LLC (“IDIQ”) is a limited liability company organized  
27 under the laws of Nevada with its principal place of business in Temecula, California. IDIQ does  
28 business in San Diego County and throughout California, including the advertising, promotion, and

1 sale of so-called “identity theft protection” and “credit monitoring” products and services.

2 9. Plaintiffs do not know the names of the defendants sued as DOES 1 through 50 but  
3 will amend this complaint when that information becomes known. Plaintiffs allege on information  
4 and belief that each of the DOE defendants is affiliated with the named defendant in some respect  
5 and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant,  
6 or as the principal, agent, successor, alter ego, or co-conspirator of or with one or more of the other  
7 defendants. For ease of reference, Plaintiffs will refer to the named defendant and the DOE  
8 defendants collectively as “Defendants.”

9 **VENUE**

10 10. Venue is proper in this judicial district because IDIQ conducts business in this  
11 judicial district and a material part of the conduct at issue occurred and the liability arose in this  
12 judicial district.

13 **SUMMARY OF APPLICABLE LAW**

14 **Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.)**

15 11. In 2009, the California Legislature passed Senate Bill 340, which took effect on  
16 December 1, 2010 as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code,  
17 § 17600 et seq. (“ARL”).) SB 340 was introduced because:

18 It has become increasingly common for consumers to complain about unwanted  
19 charges on their credit cards for products or services that the consumer did not  
20 explicitly request or know they were agreeing to. Consumers report they believed  
21 they were making a one-time purchase of a product, only to receive continued  
22 shipments of the product and charges on their credit card. These unforeseen charges  
23 are often the result of agreements enumerated in the “fine print” on an order or  
24 advertisement that the consumer responded to.

25 (See Exhibit 1 at p. 4.)

26 12. The Assembly Committee on Judiciary provided the following background for the  
27 legislation:

28 This non-controversial bill, which received a unanimous vote on the Senate floor,  
seeks to protect consumers from unwittingly consenting to “automatic renewals” of  
subscription orders or other “continuous service” offers. According to the author and  
supporters, consumers are often charged for renewal purchases without their consent  
or knowledge. For example, consumers sometimes find that a magazine subscription  
renewal appears on a credit card statement even though they never agreed to a  
renewal.

1 (See Exhibit 2 at p. 8.)

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

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

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

1 c. Fail to provide an acknowledgment that includes the automatic renewal or  
2 continuous service offer terms, cancellation policy, and information regarding how to cancel. (Bus.  
3 & Prof. Code, § 17602(a)(3).)

4 14. Section 17602(c) requires that the acknowledgment specified in section 17602(a)(3)  
5 include a toll-free telephone number, electronic mail address, or another “cost-effective, timely, and  
6 easy-to-use” mechanism for cancellation. In addition, section 17602(d) requires that any business  
7 that allows a consumer in California to accept an automatic renewal offer or a continuous service  
8 offer online must provide a method by which the consumer can “terminate the automatic renewal or  
9 continuous service exclusively online, at will, and without engaging any further steps that obstruct  
10 or delay the consumer’s ability to terminate the automatic renewal or continuous service  
11 immediately.” Specifically, the business must “provide a method of termination that is online in the  
12 form of either of the following: (A) A prominently located direct link or button which may be located  
13 within either a customer account or profile, or within either device or user settings. (B) By an  
14 immediately accessible termination email formatted and provided by the business that a consumer  
15 can send to the business without additional information.”

16 15. As a species of false advertising, violation of the ARL gives rise to restitution and  
17 injunctive relief pursuant to the general remedies provision of the False Advertising Law, section  
18 17535. The remedies of the FAL are cumulative to each other and to the remedies available under  
19 all other laws of California. (Bus. & Prof. Code, § 17534.5.)

20 16. If a business sends any goods, wares, merchandise, or products to a consumer under  
21 an automatic renewal or continuous service agreement without first obtaining the consumer’s  
22 affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic  
23 renewal offer terms, such material is deemed to be an “unconditional gift” to the consumer. (Bus.  
24 & Prof. Code, § 17603.)

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

26 17. The Unfair Competition Law (“UCL”) defines unfair competition as including any  
27 unlawful, unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading  
28 advertising; and any act of false advertising. (Bus. & Prof. Code, § 17200.)

1 18. Violation of the UCL gives rise to restitution and injunctive relief. (Bus. & Prof.  
2 Code, § 17203.) The remedies of the UCL are cumulative to each other and to the remedies available  
3 under all other laws of California. (Bus. & Prof. Code, § 17205.)

4 **BACKGROUND OF IDIQ’S BUSINESS PRACTICES**

5 19. Through the website [www.identityiq.com](http://www.identityiq.com) (the “IDIQ website”), Defendants market  
6 and sell co-called “identity theft protection” and “credit monitoring” products and services under  
7 the tradename “IdentityIQ,” including credit reports and information from the three credit reporting  
8 agencies, Experian, TransUnion, and Equifax.

9 20. In addition to operating the website and conducting its own advertising, IDIQ has  
10 organized a group of “affiliates” (also known as “network partners”) whose role is to channel  
11 consumers to the IDIQ website to obtain credit report information. In return, IDIQ pays monetary  
12 compensation to those affiliates.

13 21. Many consumers become enrolled, unwittingly, in an IdentityIQ membership after  
14 complying with instructions from an IDIQ affiliate directing the consumer to submit credit  
15 information which (the consumer is told) can be obtained from the IDIQ website for \$1.00. After  
16 being directed to the IDIQ website, the consumer submits the required personal information and  
17 pays the \$1.00 charge with a credit or debit card. Later on, however, the consumer discovers that  
18 IDIQ has posted subsequent charges to the consumer’s credit or debit card. It turns out that when  
19 the consumer paid the \$1.00 for the credit report information, IDIQ enrolled the consumer in a  
20 membership subscription for which IDIQ contends it has the right to charge the consumer recurring  
21 fees, month after month. To make matters worse, contrary to California law, IDIQ does not provide  
22 any way for the consumer to cancel online, and instead permits cancellation only by a telephone call  
23 to IDIQ’s customer service center, where cancellation requests are met with a scripted sales pitch  
24 and refund requests are routinely denied on the basis that the consumer supposedly agreed to the  
25 charges.

26 22. There are hundreds of complaints about IDIQ posted on the Better Business Bureau  
27 (“BBB”) website (<[https://www.bbb.org/us/nv/las-vegas/profile/identity-theft-protection/identity-](https://www.bbb.org/us/nv/las-vegas/profile/identity-theft-protection/identity-intelligence-group-llc-1086-90008412)  
28 [intelligence-group-llc-1086-90008412](https://www.bbb.org/us/nv/las-vegas/profile/identity-theft-protection/identity-intelligence-group-llc-1086-90008412)> [as of March 17, 2023]), many of which involve customers

1 who report being charged monthly fees that they did not authorize, after paying \$1.00 to obtain  
2 credit report information. The following consumer complaints, set forth verbatim from the BBB  
3 website, are illustrative:

4 **Billing/Collection Issues. (Jan. 3, 2023).** There is a scam going on with people using  
5 affiliate links to this credit monitoring site. Scammers list rentals on \*\*\*\*\* and  
6 \*\*\*\*\* (who knows where else) They ask for a credit score, sending you to the  
7 site. When the unsuspecting person pays \$1 for the instant credit score, which you  
8 screenshot and send to the “landlord” you are automatically signed up for credit  
9 monitoring for \$29.99/month. The \$1 gets you the free credit score and a 1 week trial  
10 with the company. Not until emails come in does one realize what has happened. In  
11 the mean time, the “landlord” makes \$30 a pop for every one who unknowingly signs  
12 up and you never hear from them again, the rental listing is a scam. There are  
13 hundreds of these postings all over the place online. While the sight itself seems legit,  
14 they are IMPOSSIBLE to contact. Once the 7 days is up, they hit your credit card for  
the \$29.99 and will not give refunds no matter what. Once you finally contact them,  
it’s a 30 minute high pressure sales pitch to get you to hang on to the subscription.  
They have to know this scam is going on because it’s mentioned in most reviews and  
it’s being discussed on various sites on the web. They need to put a stop to this  
activity. Not having an easier way, i.e. a link on their site to cancel, is unscrupulous.  
I have contacted my credit card company because I have been unable to contact this  
company. I will fight the charge. Most importantly, they need to stop with the easy  
affiliate links which invite scammers. ONE MORE THING!!! The name showing up  
on my account is NOT CORRECT. Last name is correct, but not the first. Crazy.

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

16 **Billing/Collection Issues. (Nov. 15, 2022).** I evidently was routed to IDENTITY IQ  
17 on 11/04/2022 while working on credit availability. I paid the \$1.00 fto look at what  
18 they offered. I just realized today 11/17/2022 that they auto drafted \$34.99 from my  
19 account. I called was able to talk to a real person, kind of everything was scripted of  
20 course. Successfully cancelled he said BUT I WOULD NOT BE REFUNDED MY  
21 MONEY \$34.99. They provided no service and said it was in the agreement. I am  
certain they are making a significant amount of money from they way they wrote  
their agreement i am also certain that many people dont even know they are being  
STOLEN from. NO TRANSPARENCY AND NO RIGHT TO KEEP MY MONEY.  
With the only scripted response being basically too bad for you, sorry have to run to  
the bank. \$34.99 a pop is A LOT OF STOLEN MONEY.

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

23 **Advertising/Sales Issues. (July 17, 2022).** Hello and thank you for helping me BBB.  
24 I was charged \$34.99 by Identity IQ when I did not sign up with them I applied for a  
25 loan and I had to pay a dollar to get my credit score because I did not have a choice  
26 to the loan agency that is the only way I could prove my credit score to them. I did  
27 not sign up for services though and I would like my money back I am on a fixed  
28 income and I do not use this service. If I had known they were going to charge me I  
would have never went through with it. It just said get your credit score today and  
that is it it said nothing about a free trial. I have never heard of identity iq and I have  
not used it except that one time when I paida one dollar. I would never ever use them  
monthly. I think it is kinda shady on their end. I am disabled and I cannot afford  
another monthly expense like this. I never recieved an email from them nothing . I

1 did not sign up for their trial . I looked at it and it said nothing about a trial to where  
2 they can charge me. I would not do that. What I believe is that they had my bank card  
3 on file and they just helped themselves. I went online today and to my banks website  
4 to my online account and I took a screen shot of what they charged me, When I  
5 bought the credit score it said 1 dollar for your credit score it said nothing about a  
6 free trial for 1 dollar. It said get your credit score for just one dollar . I did not sign up  
7 for their service or free trials . I wouldnt do that. I attached 3 screen shots and 2 of  
8 them are from my bank account transactions for 34.99 and there's a screen shot of  
9 my bank transactions for the 1 dollar. I just want them to reverse the charge. I did not  
10 want this service. I would never buy a monthly service like this. I just bought my  
11 credit score for a loan agency. That was it and then I have to go through this. It is not  
12 okay and I never recieved an email or notification that they were going to do this or  
13 I would of stopped it. It is pending , but they got they money

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

15 **Todd G. (July 20, 2022).** Same story. Was signed up for this service while trying to  
16 get help from a credit service company. Then unknowingly billed monthly. My first  
17 time logging in after months of auto billing and you are unable to change your billing  
18 method or cancel online. After calling in I was able to cancel. I mentioned the auto  
19 billing issue and the customer service rep glanced over the comment. No need to  
20 respond, IdentityIQ, it appears you are fully aware of your third party vendors and  
21 are implicit in this scam.

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

23 **Problems with Product/Service. (Apr. 11, 2022).** I was redirected to IdentityIQ  
24 while trying to apply for a condo. I was asked to pay \$1.00 for a credit score which i  
25 authorized and it cleared my account. Upon doing that, i was automatically and  
26 unknowingly signed up for a 7 day trial. I tried to login to my account all week to  
see what the notifications Via emails were for, however everyday attempt to see what  
was happening was blocked by a payment update requested to have a subscription. I  
did not need a subscription nor did I want one. Since the payment wasn't confirmed  
or updated and I couldn't access any details, I thought that was the end of it. April  
9th, I get a notification of a charged \$35.90. This is a subscription i did not want nor  
could I afford. I was finally able to speak with someone today and get it cancelled  
but they did not offer to refund the \$29.99. There is no option on their website to  
cancel and I work during their call time ours. I had to go late to work today just to  
make the call. I just want my money back. I did not want this service to begin with  
and was mislead. It didn't say anything about being signed up for a trial or  
subscription upon paying \$1.00 for my credit.

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

28 **Advertising/Sales Issues. (Mar. 27, 2022).** I went to IdentityIQ and paid the 1.00 to  
see my credit score, which cleared my account and that was that. A week later, I was  
charged 29.99 and it cleared my account but I wasn't told about them signing me up  
for a plan nor did I want one. Hopefully I can get a refund because I was misled and  
did not want a plan at all. There's also no way to cancel online, you have to call them  
during their hours.

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



23. Some consumers become enrolled in an IdentityIQ membership in response to IDIQ's own advertising of a "trial" of "7-Days for \$1.00." When a consumer submits a request for that trial and pays the \$1.00 with a credit card or debit card, IDIQ enrolls the consumer in a membership subscription that will automatically renew and result in recurring monthly charges to the consumer's credit or debit card.

24. Other consumers become enrolled in an IdentityIQ membership in response to IDIQ's advertising of plans other than a 7-day trial. When a consumer submits such a request and pays the one-month charge, IDIQ enrolls the consumer in a membership subscription that will automatically renew and result in recurring monthly charges to the consumer's credit or debit card.

25. Regardless of the precise details by which a consumer becomes enrolled in an IdentityIQ membership, however, IDIQ fails to provide the disclosures that California law requires for creation of a valid automatic renewal or continuous service arrangement. For example, consumers who request a \$1.00 trial, whether in response to instructions from an IDIQ affiliate, IDIQ's own advertising, or some other prompt, are presented with a screen as shown in Exhibit 9, which is incorporated herein by reference and is set forth below:

The screenshot displays the IdentityIQ enrollment interface. At the top, the IdentityIQ logo is on the left, and links for TransUnion, Experian, and Equifax are on the right. A banner at the top right says "QUESTIONS? 877-875-IDIQ(4347)". Below the banner, a progress bar shows three steps: 1. Create Your Account, 2. Confirm Your Identity, and 3. View Your Credit File. The first step is active. The "ACCOUNT INFORMATION" section includes fields for First Name, Last Name, Email, and Create Password. The "CURRENT ADDRESS" section includes fields for Address, City, State, and ZIP. A checkbox is checked, stating "I have been at my current address for six months or more." Below this, there is a disclaimer about consent. The "Order Summary" section shows the plan "Secure Max" for \$1.00, with a "Hide Plan Details" link. It lists benefits: 3 Bureau Credit Report & Scores, Enhanced Credit Monitoring, Identity Protection Monitoring, IQAlerts with Application Monitoring, and Enhanced Application Monitoring. The "Total Due Today" is \$1.00. A blue "NEXT" button is at the bottom right.

26. Similarly, consumers who submit a request through the IDIQ website for a plan other than a 7-day trial are presented with a “Create Your Account” screen as shown in Exhibit 10, which is incorporated herein by reference and is set forth below:

1. Create Your Account

2. Confirm Your Identity

3. View Your Credit File

ACCOUNT INFORMATION

First Name \* Last Name \*

Email \* Create Password \*

CURRENT ADDRESS

Address \* City \*

State \* ZIP \*

☒ I have been at my current address for six months or more.

By clicking "next," you consent, acknowledge, and agree to the following:  
Our [Terms and Conditions](#), [Privacy Policy](#), and to receive important notices and other communications electronically.

You are providing express "written" consent to share your information with our network partners and that they may share that information with their partners. You are providing express "written" consent for IDIQ, parties calling on behalf of IDIQ, network partners, or any authorized third party on their behalf to call you (including through automated means, e.g., autodialing, text messaging, and pre-recorded messaging) via telephone, mobile device (includes SMS and MMS – charges may apply), and/or email even if your telephone number is listed on any internal, corporate, state, federal, or national Do-Not-Call (DNC) list.

Consent is not required as a condition to utilize IDIQ's services, and you may choose to speak with an individual customer service representative by contacting 877-875-4347.

Order Summary

Secure Max \$29.99  
Renews at \$29.99 per month

- 3 Bureau Credit Report & Scores
- Enhanced Credit Monitoring
- Identity Protection Monitoring
- IQAlerts with Application Monitoring
- Enhanced Application Monitoring

Total Due Today \$29.99

NEXT

Privacy & Security Protected

SecureTrust ACCREDITED BUSINESS

©2022 IDIQ® provider of IdentityIQ® Services

27. Other than the fine-print phrase in the Order Summary section referring to the dollar amount, the “Create Your Account” screen is identical regardless of which plan the consumer selected for purchase.

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28. After inserting personal information into the “Create Your Account” screen and clicking the “NEXT” button, the consumer is presented with a “Confirm Your Identity” screen as shown in Exhibit 11, which is incorporated herein by reference and is set forth below:

1. Create Your Account 2. Confirm Your Identity 3. View Your Credit File

**IDENTITY INFORMATION**

Your social security number and DOB are used to confirm your identity. This info will be securely transmitted to the credit reporting agencies.

SSN \* Date of Birth \* Phone Number \*

☐ Send me identity and credit monitoring alerts via SMS, if available.

**Order Summary**

**Secure Max** \$29.99  
[Hide Plan Details](#) Renews at \$29.99 per month

- ✓ 3 Bureau Credit Report & Scores
- ✓ Enhanced Credit Monitoring
- ✓ Identity Protection Monitoring
- ✓ IQAlerts with Application Monitoring
- ✓ Enhanced Application Monitoring

**Total Due Today** \$29.99

**NEXT**

Privacy & Security Protected

SecureTrust  
Trusted Commercial  
Web Experience

ACCREDITED  
BUSINESS

©2022 IDIQ® provider of IdentityIQ® Services

29. Other than the fine-print phrase in the Order Summary section referring to the dollar amount, the “Confirm Your Identity” screen is identical regardless of which plan the consumer selected for purchase.

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1           30. After inserting information into the “Confirm Your Identity” screen and clicking the  
2 “NEXT” button, the consumer is presented with a “View Your Credit File” screen. This screen is  
3 where the consumer is asked to submit credit or debit card details for payment. An exemplar “View  
4 Your Credit File” screen is shown in Exhibit 12, which is incorporated herein by reference and is  
5 set forth below:

IDENTITYIQ® TransUnion® Experian® EQUIFAX® QUESTIONS? 877-875-IDIQ(4347)

1. Create Your Account 2. Confirm Your Identity 3. View Your Credit File

Connor, You've got one more step before you can access your credit data from January 31, 2023.

Open Accounts Negative Accounts Hard Inquiries Credit Utilization

BILLING INFORMATION

Credit Card Number \* Expiration Date \* CCV \*

☒ My Billing address is the same as my Home address.

By clicking the "Next" button below you agree to the offer details, to the Terms and Conditions, acknowledge our Privacy Policy and agree to its Read More

Order Summary

Secure Max \$29.99  
Hide Plan Details RENEWS at \$29.99 per month

- 3 Bureau Credit Report & Scores
- Enhanced Credit Monitoring
- Identity Protection Monitoring
- IQAlerts with Application Monitoring
- Enhanced Application Monitoring

Total Due Today \$29.99

NEXT

IdentityIQ plans feature credit reporting information obtained from Experian, Equifax, and TransUnion which are national credit repositories. IdentityIQ is not a credit counseling service and does not promise to help you obtain a loan or improve your credit record, history, or rating. IdentityIQ bears no responsibility for the content, accuracy, or completeness of the credit report. IdentityIQ has offices in Temecula, CA.

Privacy & Security Protected

SecureTrust ACCREDITED BUSINESS

©2022 IDIQ® provider of IdentityIQ® Services

21           31. Other than the fine-print phrase in the Order Summary section referring to the dollar  
22 amount, the “View Your Credit File” screen is identical regardless of which plan the consumer  
23 selected for purchase.

24           32. Upon submission of the credit or debit card number, expiration date, and CCV code,  
25 IDIQ has in hand everything it needs to (illegally) post subsequent charges to the consumer’s credit  
26 or debit card account. To that end, IDIQ unilaterally enrolls the consumer in an automatic renewal  
27 or continuous service membership subscription and thereafter posts recurring monthly fees. From  
28 this point on, IDIQ’s game is to deter cancellation for as long as possible and to refuse refund

1 requests when consumers contend they did not agree to recurring charges.

2       33.       Regardless of the way in which a consumer reaches the IDIQ website, and regardless  
3 of whether the consumer purchases a \$1.00 trial or one of the other plans, none of the IDIQ screens  
4 makes the disclosures that California law requires as a condition for creation of a valid automatic  
5 renewal or continuous service arrangement. On the IDIQ website screens, the only mention of  
6 renewal appears in a fine-print phrase under the “Order Summary” heading (e.g., “Renews at \$29.99  
7 per month”). That does not constitute a “clear and conspicuous” disclosure within the meaning of  
8 section 17601(c) because, without limitation, it is set forth in a type that is not larger than the  
9 surrounding text (indeed, the type is smaller than the surrounding text); it is not presented in a  
10 contrasting type, font, or color to surrounding text of the same size (indeed, it is presented in faint  
11 grey type against a white background so as to provide minimal contrast, and the type is smaller than  
12 the surrounding text); and it is not set off from surrounding text of the same size by symbols or other  
13 marks in a manner that would clearly call attention to the language (indeed, there are no symbols or  
14 other marks to set off that phrase, and it is smaller than all of the surrounding text). Moreover,  
15 neither that inconspicuous reference to a renewal price nor any other statement on the screen sets  
16 forth all of the “automatic renewal offer terms” required by sections 17601(b) and 17602 because,  
17 without limitation, there is no clear and conspicuous disclosure that a membership will continue  
18 until the consumer cancels or of the cancellation policy that applies to the offer.

19       34.       Defendants also fail to comply with California law with respect to methods of  
20 cancellation. In that regard, Defendants fail to comply with section 17602(d)(1), which requires that  
21 if the business allows a consumer in California to accept an automatic renewal offer or a continuous  
22 service offer online, the business “shall allow [the] consumer to terminate the automatic renewal or  
23 continuous service exclusively online, at will, and without engaging any further steps that obstruct  
24 or delay the consumer’s ability to terminate the automatic renewal or continuous service  
25 immediately.” Notwithstanding that statutory requirement, IDIQ does not provide any method for  
26 online termination and, instead, the only way a consumer can terminate automatic renewal is to  
27 make a telephone call to IDIQ’s customer service department. Attached hereto as Exhibit 13 is a  
28 true and correct copy of the “Contact Us” page of IDIQ’s website, which itself states: “Cancellation

1 must be made by calling our Customer Service department.” Defendants also fail to comply with  
2 section 17602(c), which requires that a method of cancellation be “easy to use.” Notwithstanding  
3 that statutory requirement, when consumers call IDIQ’s customer service department, they often  
4 cannot get through to a customer service agent; and even when the call is answered, the consumer  
5 must endure a sales pitch from the agent whose aim is to dissuade the consumer from cancelling.

## 6 **PLAINTIFFS’ TRANSACTIONS**

### 7 **Keith Caldwell**

8 35. In the first week of December 2022, while present in San Diego County, Caldwell  
9 applied for a personal loan. During the application process, Caldwell was informed he would need  
10 to provide the lender with credit report information. Caldwell believes that he clicked on a link that  
11 was presented to him as part of the application process, which resulted in him being directed to the  
12 IDIQ website. There, Caldwell filled in the personal information and submitted a \$1.00 payment on  
13 his debit card. Caldwell believed this purchase was a one-time transaction, and he was not aware  
14 that IDIQ would enroll him into an automatic renewal membership.

15 36. Thereafter, commencing on December 13, 2022, IDIQ made a series of at least three  
16 monthly charges to Caldwell’s debit card in the amount of \$34.99 each, purportedly for renewal of  
17 an IdentityIQ membership. Caldwell did not authorize or consent to those charges.

18 37. Caldwell did not discover that IDIQ was posting additional charges to his debit card  
19 until in or about February 2023. Upon discovering that fact, Caldwell went to the IDIQ website to  
20 see if there was a way to cancel the membership online, but there was no mechanism for that.  
21 Eventually, Caldwell was able to cancel the purported membership by telephone.

22 38. When Caldwell made his \$1.00 purchase in December 2022, he was not aware that  
23 Defendants would contend that he had given consent for IDIQ to post subsequent charges to his  
24 debit card for purported IdentityIQ membership renewals.

25 39. If Caldwell had known that IDIQ was going to enroll him in an automatic renewal or  
26 continuous membership subscription that could result in subsequent charges, Caldwell either would  
27 not have made any purchase from IDIQ in the first place, or would have taken steps to avoid  
28 subsequent charges.

1           40. Caldwell received no value in return for the IdentityIQ renewal charges.

2           **Asya Hunter**

3           41. On or about March 31, 2022, on information and belief, Hunter was searching online  
4 for a place to rent and clicked on a link that was presented to her as part of an application process,  
5 which resulted in Hunter being directed to the IDIQ website for credit report information. There,  
6 Hunter filled in the personal information and submitted a \$1.00 payment on her debit card. Hunter  
7 believed this purchase was a one-time transaction, and she was not aware that IDIQ would enroll  
8 her into an automatic renewal membership.

9           42. Thereafter, between April 8, 2022 and February 10, 2023, IDIQ posted a series of  
10 eleven recurring charges to Hunter's debit card in the amount of \$34.99 each, for a total of \$384.89,  
11 purportedly for renewal of an IdentityIQ membership. Hunter did not authorize or consent to those  
12 charges.

13           43. Hunter did not discover that she was being charged for an IdentityIQ membership  
14 until in or around January 2023. Upon discovering that fact, Hunter called IDIQ's customer service  
15 department with the intention to cancel the purported membership to stop further charges. However,  
16 Hunter's telephone calls were not answered and, as a result, she was unable to cancel at that time.  
17 Eventually, on or about February 17, 2023, Hunter was able to cancel the purported membership by  
18 telephone. By that time, however, IDIQ had posted yet another charge to her debit card, \$34.99 on  
19 February 10, 2023.

20           44. When Hunter made her \$1.00 purchase in March 2022, she was not aware that  
21 Defendants would contend that she had given consent for IDIQ to post subsequent charges to her  
22 debit card for purported IdentityIQ renewals.

23           45. If Hunter had known that IDIQ was going to enroll her in an automatic renewal or  
24 continuous membership subscription that could result in subsequent charges, Hunter either would  
25 not have made any purchase from IDIQ in the first place, or would have taken steps to avoid  
26 subsequent charges.

27           46. Hunter received no value in return for the IdentityIQ renewal charges.  
28

1           **Shauna Stone**

2           47.     On or about January 22, 2023, in connection with a loan application, Stone was  
3 informed she would need to provide credit report information. On the IDIQ website, Stone submitted  
4 her personal information and a \$1.00 payment on her debit card. Stone believed this purchase was  
5 a one-time transaction, and she was not aware that IDIQ would enroll her into an automatic renewal  
6 membership.

7           48.     Thereafter, on or about February 1, 2023, IDIQ charged Stone's debit card in the  
8 amount of \$34.99, purportedly for renewal of an IdentityIQ membership. Stone did not authorize or  
9 consent to that charge.

10          49.     When Stone made her \$1.00 purchase in January 2023, she was not aware that  
11 Defendants would contend that she had given consent for IDIQ to post subsequent charges to her  
12 debit card for purported IdentityIQ membership renewal.

13          50.     If Stone had known that IDIQ was going to enroll her in an automatic renewal or  
14 continuous membership subscription that could result in subsequent charges, Stone either would not  
15 have made any purchase from IDIQ in the first place, or would have taken steps to avoid subsequent  
16 charges.

17          51.     Stone received no value in return for the IdentityIQ renewal charge.

18                   **EXPERIENCES REPORTED BY OTHER CONSUMERS**

19          52.     The experiences of Caldwell, Hunter, and Stone are not isolated instances. In fact,  
20 many consumers report that they were enrolled in and charged for an IdentityIQ membership  
21 subscription without their knowledge or consent. Many consumers also report that when they  
22 discovered the charges and sought to cancel, they found no way to cancel online and IDIQ made it  
23 difficult to cancel by telephone. Illustrative complaints from the BBB website include the following  
24 (quoted verbatim):

25           **Billing/Collection Issues. (Dec. 12, 2022).** Between Nov 27 and Dec 10th defrauded  
26 \$34.99 with a fraudulent recurring charge. There was no legitimate contract to  
27 support this charge and I had to contact my credit card company to dispute the charge.  
28 I went to the vendor website, but it states that cancellation cannot be made on their  
website. It creates an obstacle by providing a phone number but the office has limited  
hours of operation.



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

2 **Billing/Collection Issues. (Sept. 26, 2022).** Didnt even know I had an account here.  
3 Tried calling the company over 15 times to cancel, because you cant online, only to  
4 be left with we are having technical difficulties try again in 10 minutes for 4 days in  
a row. Ridiculous scam. Will be taking further action unless issue is resolved  
immediately.

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

6 **Problems with Product/Service. (Sept. 11, 2022).** I signed up for the free trial like  
7 an idiot. This is the worst company ever in life. They have charged me \$120 for  
8 something that should have been free. I say that because this lousy company makes  
it impossible to cancel. I tried canceling on day 1 through day 7 but they make you  
9 call and then no one answers or they just keep you on hold. This is a scam so beware!!  
I'm actually considering speaking with a lawyer regarding another class action law  
10 suit against them. They are scammers who prey on people and steal from the poor. I  
want my \$120 back ASAP. What's odd is I did the trial with a debit card that has  
11 since been canceled but they still keep taking money from our account. Are they  
using our credit reports to gain access to our accounts? I'm not the only one this  
12 happened to. I never provided my new debit card info yet they took \$60 in 2 days  
this month. I want my money refunded. Funny they have a 1.5 customer rating but a  
13 B+ overall. How is that possible? Because they lie and say they resolved the issues  
for the customer when they have done nothing. Not sure how any of em sleep at  
night. I couldn't if I was stealing from innocent people.

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

15 **Problems with Product/Service. (Apr. 27, 2022).** I noticed that funds were  
16 deducted from my checking account by IdentityIQ. I looked them up online and  
found their website with a telephone number. Bear in mind, I already use Norton to  
17 monitor my credit files. Identity IQ informed me that I signed up for their credit  
monitoring service in January 2022, which I did not do. I don't know how they got  
18 all my personal information but they had everything. The person I spoke with told  
me "You did indeed sign up for our service." To which I replied, no, I did not and I  
19 want my money back. She said that she could refund one month but not anything  
more than than. She went on to ask if I has opened a new loan or credit card in  
20 January, which I had. She said that the loan company must have signed me up for  
their service. I called my loan company and they inform me they did no such  
21 thing.01/19/2022 - they deducted \$ 1.0002/27/2022 - they deducted  
\$34.9903/28/2022 - they deducted \$34.9904/26.2022 - they deducted \$34.99I was so  
22 upset and the girl would talk right over me. Again, I demanded my money back and  
she told me that she could refund one month, but nothing more than that.How can  
23 companies do this, prey on senior citizens and steal their money. I see in my checking  
account that a \$34.99 credit is being processed. So, they are refunding one month but  
24 not the other month.This is extremely upsetting and unjust. And with my heart  
condition, it makes a very difficult day even more difficult. I want the remaining  
25 \$71.98 refunded to me as quickly as possible.

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

1 **Problems with Product/Service. (Apr. 20, 2022).** I've called this company 3 times  
2 to cancel my service and each time I do after charging me 26.99 a month for these  
3 services they offer me the same service at 9.99 and then at 4.99. Then I find that I'm  
4 being charged on my card still and I call again and they tell me this is the first time I  
5 have called and they have no record of me canceling. I called I think 4 times now  
just to cancel. They owe me 26.99 times about 12 months at this point. They tell me  
they don't do refunds. This company is a scam I don't think anyone should use this  
service it's very shady and will steal your money and make it hard to cancel.

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

7 **Advertising/Sales Issues. (Mar. 18, 2022).** Identity IQ makes it nearly impossible  
8 to cancel your subscription, stating that you can cancel by visiting their website and  
9 hitting the cancel button WHEN AVAILABLE (it has never been available on their  
10 website.) OR by calling their customer support line, which conveniently takes 30-60  
11 minutes on hold, often ending with a "we're sorry, but all agents are currently  
assisting other customers, please call again later." and a disconnection tone. This is  
a predatory collection practice, and the BBB should be ashamed to consider them an  
"Accredited business"

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

13 **Advertising/Sales Issues. (Feb. 17, 2022).** I applied for a job with \*\*\*\*\*. They  
14 requested that I provide a credit report and recommended Identity IQ. The report was  
15 to cost 1\$. Since making that purchase, I have been charged 32\$ per month and no  
16 matter how much I try, they will not cancel. I can no longer log into my "account"  
with them. My emails to the business though the BBB website requesting cancellation  
have been ignored. It's a \*\*\*\* shame they have any "BBB Accreditation". Looking  
at the filed complaints, it looks like I am one of many that fell for the same scam.

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

18 **Advertising/Sales Issues. (Feb. 15, 2022).** I was told I needed to pay \$1 for a credit  
19 check, and was signed up for a "membership" that I was not told about Took multiple  
20 phone calls and an escalation to a manager \*\*ter being hung up on by one of their  
21 phone agents to get my account canceled. They also charged me twice on January  
22 10, 2022 for \$34.99. It is ridiculously hard to get through to an agent to get this \*\*\*\*  
canceled. Don't believe anybody telling you it's only a \$1 credit check. They're just  
scamming you into a \*\*\*\*\* membership that will then be hard \*\* to cancel. This  
business is trash.

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

24 **Advertising/Sales Issues. (Jan. 18, 2022).** i signed up for \$1 to get a credit score  
25 report from identity iq. i paid the \$1 with my debit card. i never knew that by paying  
26 the \$1 it actually enrolled me into a \$34.99 per month program i never wanted. they  
27 sneak that in the fine print roughly 20,000 words later which nobody spends 6 hours  
28 reading. i tried to cancel. they direct you onto their web site and say hit cancel  
membership. they said its only there sometimes. which to me that means never. so i  
called 6 times with nobody answering. i see they try once a day to charge my debit  
card. thats wrong. i only want my membership cancelled. thats it

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

2 **Advertising/Sales Issues. (Dec. 21, 2021).** On November 19, 2021, I was asked to  
3 provide a credit score for myself and my fiance through IdentityIQ in order to  
4 complete an application for the rental of a house. I did so using the 7-day trial, as I  
5 had no desire to continue using their services after the seven day trial. When the 7  
6 days were up, I went to cancel my account, and even though the IdentityIQ welcome  
7 email had said "You can cancel by calling Customer Service or, when available,  
8 clicking the cancel button found on the member website" I could find no "cancel  
9 button" whatsoever and was charged \$29.99 for myself and the same amount for my  
10 fiance. I planned on calling to cancel, but forgot until I got more charges in addition  
11 to the first ones, now for the month of December. I called and tried to obtain a refund,  
explaining what happened, and was refused on the grounds that their welcome email  
states that you have to call to cancel, and I didn't call in time. This is absurd! How  
about having a more transparent business where you can easily find a "cancel button"  
that you ALSO mention in your welcome email? This is just an easy way to steal  
people's money. My Account ID number is XXXXXXXXXXXXXXXX, and my  
fiance's is XXXXXXXXXXXXXXXX. I paid for both accounts and I request that the  
entire amount be refunded to me for both accounts: \$29.99 + \$29.99 + \$29.99 +  
\$29.99 = \$119.96.

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

13 **Advertising/Sales Issues. (Dec. 16, 2021).** I applied for a job, which requested that  
14 I pay for a \$1 credit report to submit to them. I have my information, then was  
15 charged \$37, which I had no idea was even a thing, as I would have never submitted  
my information if I had known. I called & was told I agreed to the terms & conditions,  
so I couldn't have a refund. I want a refund immediately.

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

17 **Advertising/Sales Issues. (Nov. 2, 2021).** Signed up for the \$1 credit viewing and  
18 now I can't get them to stop billing my card. I had to close one account and fixing to  
19 have to close another one. There is no unsubscribe option anywhere . Stop billing my  
card

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

21 **Advertising/Sales Issues. (Sept. 16, 2021).** Last week I filled out a loan application  
22 online. At one point during the process I was asked to agree to a one-time \$1  
23 processing fee paid to identityiq to verify information for my application. I agreed to  
24 the one-time \$1 charge and was redirected to identityiq's payment page. Filled out  
25 my card info and thought that was that. As of this week, identityiq has made multiple  
26 attempts to charge \$29.99 to my card for a subscription service I never signed up for.  
Hey offer no way to cancel online so you are forced to call to one of their rude  
condescending evasive argumentative agents (in my case James XXX-XXX-XXXX)  
who will then subject you to gaslighting, bullying, and harassment. I would rather  
visit the dentist then talk to this \*\*\*\* again.

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

**Advertising/Sales Issues. (July 12, 2021).** I have been charged TWICE now for \$30 from IdentityIQ. I did NOT authorize these transactions. I have sat on hold TWICE today for longer than 10min with no answer. I need my account DELETED and my money REFUNDED!!!!!!!!!!

A true and correct printout of that complaint is attached as Exhibit 27.

**Brandon R. (May 22, 2021).** I never agreed or signed up for a subscription. They have no way of canceling said bogus subscription on there website and they can send you person info thru email but they won't let you cancel said bogus subscription thru email come on really. They force you to call them Monday thru Friday at certain time which is conveniently when myself and 90 percent of the population is working so don't really have time to call and cancel something I never agreed to in the first place. I can only imagine it's going to be next to impossible to get someone on the phone let alone cancel said bogus subscription probably going to take hours while I'm at work. If this doesn't reek of bs scamming money grab bogus horse manure criminals I don't know what is this company is just bs should be forced to pay back all the bogus subscription money grab they have taken of the people and either change brought up on charges or shut down reading and few others complaints and looks like about the same thing over and over how much is enough.

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

## CLASS ALLEGATIONS

53. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382 on behalf of a Class defined as follows: “All California residents who were both (1) enrolled in an IdentityIQ membership between March 30, 2011 and August 20, 2023, inclusive, and (2) charged one or more renewal fees for that membership on or after March 22, 2019. Excluded from the Class are all employees of Defendant, all employees of Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.”

54. Ascertainability. The members of the Class may be ascertained by reviewing records in the possession of Defendants and/or third parties, including without limitation Defendants' customer records and billing records.

55. Common Questions of Fact or Law. There are questions of fact or law that are common to the members of the Class. Common questions include, without limitation: (1) whether Defendants present all statutorily-mandated automatic renewal offer terms in a manner that is clear and conspicuous within the meaning of California law; (2) whether, before charging a credit card, debit card, or third-party payment account for an automatic renewal subscription, Defendants obtain customers' affirmative consent to an agreement containing clear and conspicuous disclosure of all

1 automatic renewal offer terms; (3) whether Defendants provide the requisite “online” and “easy-to-  
2 use” mechanisms for cancellation; and (4) the appropriate remedies for Defendants’ conduct.

3 56. Numerosity. The Class is so numerous that joinder of all members would be  
4 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at  
5 least 100 members.

6 57. Typicality and Adequacy. Plaintiffs’ claims are typical of the claims of the other  
7 class members. Plaintiffs allege that Defendants enrolled Plaintiffs and other class members in  
8 automatic renewal or continuous service subscriptions without disclosing all automatic renewal  
9 offer terms required by law, and without presenting such terms in the requisite clear and conspicuous  
10 manner; charged Plaintiffs’ and class members’ credit cards, debit cards, or third-party accounts  
11 without first obtaining affirmative consent to an agreement containing clear and conspicuous  
12 disclosure of all automatic renewal offer terms; and failed to provide the requisite online and easy-  
13 to-use mechanisms for cancellation as required by law. Plaintiffs have no interests that are adverse  
14 to those of the other class members. Plaintiffs will fairly and adequately protect the interests of all  
15 class members.

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

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1 **FIRST CAUSE OF ACTION**

2 False Advertising

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

4 59. Plaintiffs incorporate the foregoing paragraphs as though set forth herein.

5 60. During the applicable statute of limitations period, Defendants have enrolled  
6 Plaintiffs and other California consumers in automatic renewal and/or continuous service  
7 subscriptions and have violated the ARL by, among other things, (a) failing to present automatic  
8 renewal offer terms in a clear and conspicuous manner before a subscription is fulfilled and in visual  
9 proximity to a request for consent to the offer, in violation of section 17602(a)(1); (b) charging the  
10 consumer's credit card, debit card, or third-party payment account for an automatic renewal without  
11 first obtaining the consumer's affirmative consent to an agreement containing clear and conspicuous  
12 disclosure of all automatic renewal offer terms, in violation of section 17602(a)(2); and (c) failing  
13 to provide the requisite online and easy-to-use mechanisms for cancellation, in violation of sections  
14 17602(c) and 17602(d).

15 61. Plaintiffs have suffered injury in fact and lost money as a result of Defendants'  
16 violations alleged herein.

17 62. Pursuant to section 17535, Plaintiffs and all class members are entitled to restitution  
18 of all amounts that Defendants charged to Plaintiffs' and class members' credit cards, debit cards,  
19 or third-party payment accounts for IdentityIQ membership subscriptions during the limitations  
20 period preceding the filing of this Complaint and continuing until Defendants' statutory violations  
21 cease.

22 63. Unless enjoined and restrained by this Court, Defendants will continue to commit  
23 the violations alleged herein. Pursuant to section 17535, for the benefit of the general public of the  
24 State of California, Plaintiffs seek a public injunction prohibiting Defendants from continuing their  
25 unlawful practices as alleged herein.

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70. Pursuant to section 17203, Plaintiffs and all class members are entitled to restitution of all amounts paid for IdentityIQ membership subscriptions during the limitations period preceding the filing of this Complaint and continuing until Defendants' acts of unfair competition cease.

71. Unless enjoined and restrained by this Court, Defendants will continue to commit the violations alleged herein. Pursuant to section 17203, for the benefit of the general public of the State of California, Plaintiffs seek a public injunction prohibiting Defendants from continuing their unlawful practices as alleged herein.

## PRAAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

### On the First Cause of Action:

1. For restitution to Plaintiffs and all class members;
2. For a public injunction;

### On the Second Cause of Action:


3. For restitution to Plaintiffs and all class members;
4. For a public injunction;

On All Causes of Action:

5. For reasonable attorneys' fees, pursuant to Code of Civil Procedure § 1021.5;
6. For costs of suit;
7. For pre-judgment interest; and
8. For such other relief as the Court may deem just and proper.

Dated: May 9, 2025

DOSTART HANNINK LLP

  
ZACH P. DOSTART  
Attorneys for Plaintiffs

1029077.1



# Exhibit 1

**SENATE JUDICIARY COMMITTEE**  
**Senator Ellen M. Corbett, Chair**  
**2009-2010 Regular Session**

SB 340  
Senator Yee  
As Amended April 2, 2009  
Hearing Date: April 14, 2009  
Business and Professions Code  
ADM;jd

**SUBJECT**

Advertising: Automatic Renewal Purchases

**DESCRIPTION**

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer's affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis. This bill would also require all marketing materials to clearly and conspicuously display a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism the customer could use for cancellation.

This bill would require the order form to clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement.

This bill would impose similar requirements for any automatic renewal offer made over the telephone or on an Internet Web page.

(This analysis reflects author's amendments to be offered in committee.)

**BACKGROUND**

Current consumer protection statutes do not address automatic renewal clauses or provisions in subscriptions or purchasing agreements. Senate Bill 340 is intended to close this gap in the law.

When some businesses began using automatic renewals for subscriptions and purchase agreements for products and services, consumer complaints began to surface regarding those automatic renewals. Consumers complained that they were unaware of and had



not requested the automatic renewals until they either received a bill or a charge on their credit card.

An example of this problem is illustrated by the Time, Inc. (Time) case. After receiving numerous consumer complaints, the Attorneys General of 23 states, including California, launched an investigation into Time's automatic renewal subscription offers. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that includes a number of reforms to automatic renewals that Time sends to their customers. Those reforms include, among others, expanded disclosure requirements and customers' affirmative consent to automatic renewals. (See Comment 2 for details.)

### **CHANGES TO EXISTING LAW**

Existing law, the Unfair Competition Law (UCL), provides that unfair competition means and includes any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising, and any act prohibited by the False Advertising Act (FAA). (Bus. & Prof. Code Sec. 17200 et seq.)

Existing law, the FAA, includes the following:

- prohibits any person with the intent, directly or indirectly, to dispose of real or personal property, to perform services, or to make or disseminate or cause to be made or disseminated to the public any statement concerning that real or personal property that is untrue or misleading and known or should be known to be untrue or misleading; and
- prohibits any person from making or disseminating any untrue or misleading statement as part of a plan or scheme with the intent not to sell that personal property or those services at the stated or advertised price. (Bus. & Prof. Code Sec. 17500.)

Existing law provides that any violation of the FAA is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine of \$2,500, or by both. (Bus. & Prof. Secs. 17500, 17534.)

Existing law provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Bus. & Prof. Code Sec. 17536.)

Existing law provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Bus. & Prof. Code Sec. 17204.)

Existing law provides for injunctive relief, restitution, disgorgement, and civil penalties. (Bus. & Prof. Code Secs. 17203, 17206.)



This bill would require all printed marketing materials containing an offer with an automatic renewal term to comply with the following: the customer's agreement to the automatic renewal offer must be obtained in accordance with either (1) or (2) below so that the customer is given the opportunity to expressly consent to the offer:

1. All automatic renewal offer terms must appear on the order form in immediate proximity to the area on the form where the customer selects the subscription or purchasing agreement billing terms or where the subscription or purchasing agreement billing terms are described; the order form must clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement; and the automatic renewal offer terms must appear on materials that can be retained by the customer.
2. Both of the following:
  - a. on the front of the order form, the marketing materials must (i) refer to the subscription or purchasing agreement using the term "automatic renewal" or "continuous renewal," (ii) clearly and conspicuously state that the customer is agreeing to the automatic renewal, and (iii) specify where the full terms of the automatic renewal offer may be found; and
  - b. the marketing materials must clearly and conspicuously state the automatic renewal offer terms presented together preceded by a title identifying them specifically as the "Automatic Renewal Terms," "Automatic Renewal Conditions," "Automatic Renewal Obligations," or "Continuous Renewal Service Terms," or other similar description.

This bill would require all marketing materials that offer an automatic renewal, when viewed as a whole, to clearly and conspicuously disclose the material terms of the automatic renewal offer and must not misrepresent the material terms of the offer.

This bill would require an automatic renewal to clearly and conspicuously describe the cancellation policy and how to cancel, including, but not limited to, a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism on the Internet Web page or on the publication page of the printed materials.

This bill would require, in any automatic renewal offer made over the telephone, a business to clearly and conspicuously state the automatic renewal terms prior to obtaining a customer's consent and payment information. The business must obtain a clear affirmative statement from the customer agreeing to the automatic renewal offer terms and must send a written acknowledgement that contains the toll-free number, if available, telephone number, postal address, or electronic mechanism for cancellation.

This bill would require, in any automatic renewal offer made on an Internet Web page, the business to clearly and conspicuously disclose the automatic renewal offer terms prior to the button or icon on which the customer must click to submit the order. In any automatic renewal offer made on an Internet Web page where the automatic renewal terms do not appear immediately above the submit button, the customer must be required to affirmatively consent to the automatic renewal offer terms. The automatic



renewal terms must be preceded by a title identifying them as the “Automatic Renewal Terms,” “Automatic Renewal Conditions,” “Automatic Renewal Obligations,” “Continuous Renewal Service Terms,” or other similar description.

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer’s affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis and all marketing materials that offer an automatic renewal subscription or purchasing agreement must clearly and conspicuously display the cancellation policy and how to cancel.

This bill would provide that no business may represent that a product is “free” if the cost of the product is incorporated in the price of the accompanying item purchased under automatic renewal conditions.

This bill would provide that a violation of the bill’s provisions would not be a crime, but all applicable civil remedies would be available.

This bill would define key terms, including “automatic renewal” and “automatic renewal terms.” (See Comment 4.)

### COMMENT

#### 1. Stated need for the bill

The author writes:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

A widespread instance of these violations resulted in the 2006 Time, Inc. case, in which Time settled a multi-state investigation into its automatic renewal offers and solicitations. The states launched their probe after receiving complaints from consumers that Time was billing them or charging their credit cards for unwanted magazine subscriptions. The states’ investigation found that these mail solicitations misled some consumers into paying for unwanted or unordered subscriptions.



2. Time's Assurance of Voluntary Compliance or Discontinuance (Assurance) with Attorneys General; SB 340 modeled after the Assurance

The Attorneys General of 23 states (States), including California, investigated Time's automatic renewal subscription offers. Time publishes over 150 magazines worldwide, including Time, People, Sports Illustrated, This Old House, Entertainment Weekly, Fortune, and Popular Science. Time required customers to notify it if they did not want a subscription renewal; otherwise Time charged customers' credit cards or billed customers. The automatic renewal terms replaced "the industry's prior practice of offering limited-term subscriptions that were renewed at the Customer's affirmative election." The States investigated:

[W]hether the [automatic renewal] terms were clearly and adequately disclosed; whether the Customer was given an opportunity to expressly consent to the offer; whether the Customer was likely to believe the purchase was for a limited-term subscription, rather than an automatically renewed subscription; whether Customers were subsequently informed of the activation of an Automatic Renewal, and, if so, the manner in which they were so informed; the manner by which Customers were billed or charged; and how Time sought to collect payments for charges resulting from an Automatic Renewal. (Matters Investigated set forth in the Assurance.)

As a result of the investigation, in 2006, the States reached a settlement agreement – the Assurance – with Time. In the Assurance, Time agreed to:

- provide clear and conspicuous disclosures to consumers concerning all the material terms for automatic subscription renewals and, for the next five years, provide consumers the option to affirmatively choose an automatic renewal option and Time will send those consumers who have chosen an automatic subscription renewal written reminders, including information on the right and procedure to cancel;
- honor all requests to cancel subscriptions as soon as reasonably possible and to provide refunds to consumers charged for magazines they did not order;
- stop mailing solicitations to consumers for subscriptions that resemble bills, invoices, or statements of amounts due; and
- not submit unpaid accounts of automatic renewal customers for third party collection.

Time also agreed to refund to customers up to \$4.3 million, which included up to \$828,463 to 20,238 eligible California consumers, approximately \$41 per consumer. Senate Bill 340 is modeled in large part after the Assurance.

3. Remedies available under the bill

Senate Bill 340 would provide that a violation of its provisions would not be a crime, but all applicable civil remedies would be available.



Under the FAA, any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. Under the UCL, a private party may bring a civil action for injunctive relief and/or for restitution of profits that the defendant unfairly obtained from that party. However, the party must have suffered injury in fact and lost money or property.

#### 4. Key terms defined

This bill would define the following key terms:

- a. "Automatic renewal" would mean a plan or agreement in which a subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Automatic renewal offer terms" would mean the following clear and conspicuous disclosure:
  - that the subscription or purchasing agreement will continue unless the customer notifies the business to stop;
  - that the customer has the right to cancel;
  - that the customer will be billed, credit card charged, or other appropriate description of the payment method depending on the method described to the customer, or chosen by the customer on the front of the order form, and that the bill, charge, or other payment method will take place before the start of each new automatic renewal term;
  - the length of the automatic renewal term or that the renewal is continuous, unless the length of the term is chosen by the customer;
  - that the price paid by the customer for future automatic renewal terms may change; and
  - the minimum purchase obligation, if any.
- c. "Clear and conspicuous" or "clearly and conspicuously" would mean a statement or communication, written or oral, presented in a font, size color, location, and contrast against the background in which it appears, compared to the other matter which is presented, so that it is readily understandable, noticeable, and readable.
- d. "Marketing materials" would include any offer, solicitation, script, product description, publication, or other promotional materials, renewal notice, purchase order device, fulfillment material, or any agreement for the sale or trial viewing of products that are delivered by mail, in person, television or radio broadcast, e-mail, Internet, Internet Web page, or telephone device, or appearing in any newspaper or magazine or on any insert thereto, or Internet link or pop-up window.

#### 5. Recording of telephone automatic renewal offers

Assembly Bill 88 (Corbett, Ch. 77, Stats. 2003) incorporated into state law a rule adopted by the Federal Trade Commission intended to protect consumers from "abusive" telemarketing practices. The rule requires, among other things, that telemarketers make

and maintain an audio recording of all telephone solicitations. (Telemarketing Sales Rule, 16 C.F.R. Part 310, 310.4(a)(6)(i), and 310.5(a)(5), effective March 31, 2009.)

The author may want to consider requiring that telephone automatic renewal offers be audio recorded and that the recording be maintained.

6. Author's amendments

On page 3, line 17, insert:

(c) "Continuous renewal" means a plan or arrangement in which a subscription or purchasing agreement is continuously renewed until the customer cancels the renewal.

On page 3, line 19, delete (c) and insert (d).

On page 3, line 34, delete (d) and insert (e).

On page 3, line 36, delete (e) and insert (f).

On page 4, line 4, insert (f).

On page 4, line 5, insert:

(g) All automatic renewal provisions in this article shall apply to continuous renewals.

Support: California Public Interest Research Group; Consumer Federation of California; American Federation of State, County and Municipal Employees; California Alliance for Consumer Protection

Opposition: None Known

**HISTORY**

Source: Author

Related Pending Legislation: None Known

Prior Legislation: None Known

\*\*\*\*\*





## Exhibit 2

Date of Hearing: June 30, 2009

ASSEMBLY COMMITTEE ON JUDICIARY  
Mike Feuer, Chair  
SB 340 (Yee) – As Amended: June 24, 2009

PROPOSED CONSENT (As Proposed to be Amended)

SENATE VOTE: 37-0

SUBJECT: AUTOMATIC RENEWAL AND CONTINUOUS SERVICE OFFERS

KEY ISSUE: SHOULD A BUSINESS THAT MARKETS A PRODUCT WITH AN "AUTOMATIC RENEWAL OFFER" BE REQUIRED TO CLEARLY AND CONSPICUOUSLY DISCLOSE RENEWAL TERMS AND CANCELLATION POLICIES, AND TO OBTAIN THE CUSTOMER'S AFFIRMATIVE CONSENT TO AN AUTOMATIC RENEWAL?

FISCAL EFFECT: As currently in print this bill is keyed non-fiscal.

**SYNOPSIS**

*This non-controversial bill, which received a unanimous vote on the Senate floor, seeks to protect consumers from unwittingly consenting to "automatic renewals" of subscription orders or other "continuous service" offers. According to the author and supporters, consumers are often charged for renewal purchases without their consent or knowledge. For example, consumers sometimes find that a magazine subscription renewal appears on a credit card statement even though they never agreed to a renewal. Indeed, this problem led 23 state attorneys general to launch an investigation of Time, Inc., in response to claims that the company used deceptive practices in signing up customers for automatic subscription renewals. As part of a settlement of this dispute, Time agreed to institute new practices so that customers are fully aware of and affirmatively consent to automatic renewals. This bill, following the lead of the Times' settlement, would require that renewal terms and cancellation policies be clearly and conspicuously presented to the consumer, whether the offer is made on printed material or through a telephone solicitation. In addition, the bill would require that the consumer make some affirmative acknowledgement before an order with an automatic renewal can be completed. Finally, the bill specifies that violation of the bill's provisions do not constitute a crime. The author has worked closely with affected business interests and has made several amendments that appear to address all stakeholders' concerns. There is no registered opposition to the bill.*

SUMMARY: Requires any business making an "automatic renewal" or "continuous service" offer to clearly and conspicuously, as defined, disclose terms of the offer and obtain the consumer's affirmative consent to the offer. Specifically, this bill:

- 1) Makes it unlawful for any business making an automatic renewal offer or a continuous service offer to a consumer to do any of the following:



- a) Fail to present the offer terms in a clear and conspicuous manner, as defined, before the subscription or purchasing agreement is fulfilled 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.
  - b) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service offer without first obtaining the consumer's affirmative consent.
  - c) Fail to provide automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall disclose how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.
- 2) Requires a business making automatic renewal or continuous service offers to provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the customer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the written acknowledgment.
  - 3) Specifies that in the case of a material change in the terms of an automatic renewal or continuous service offer that has been accepted by the consumer, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.
  - 4) Specifies that the requirements of this bill shall only apply to the completion of the initial order for the automatic renewal or continuous service, except as provided.
  - 5) Provides that in any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service or automatic renewal, without first obtaining the consumer's affirmative consent, in the manner required by this bill, then the goods, wares, merchandise, or products shall be deemed an unconditional gift to the consumer, and the business shall bear any shipping or other related costs.
  - 6) Provides that violation of the provisions of this bill shall not be a crime, but that all civil remedies that apply to a violation may be employed. Specifies, however, that if a business complies with the provisions of this bill in good faith, it shall not be subject to civil remedies.
  - 7) Exempts from the provisions of this bill any service provided by certain businesses or entities, including those regulated by the California Public Utilities Commission, the Federal Communication Commission, or the Federal Energy Regulatory Commission.

#### EXISTING LAW:

- 1) Provides, under the Unfair Competition Law (UCL), that unfair competition includes any unlawful, unfair, or fraudulent business act or practice, including any unfair, deceptive, or untrue advertising, or any act prohibited by the False Advertising Act (FAA). (Business & Professions Code Section 17200 *et seq.*)
- 2) Prohibits any person with the intent, directly or indirectly, to sell any goods or services by making or disseminating statements that the person knows, or should know, to be untrue or misleading, and prohibits any person from making or disseminating any untrue or misleading



statement as part of a plan or scheme to sell goods or services at other than the stated or advertised price. (Business & Professions Code section 17500.)

- 3) Provides that any violation of the FAA is a misdemeanor. (Business & Professions Code sections 17500, 17534.)
- 4) Provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Business & Professions Code section 17536.)
- 5) Provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Business & Professions Code section 17204.)
- 6) Provides for injunctive relief, restitution, disgorgement, and civil penalties for FAA violations. (Business & Professions Code sections 17203, 17206.)

**COMMENTS:** This non-controversial bill is a response to reported consumer complaints that certain businesses, especially those offering magazine subscriptions or other potentially continuous services, lure customers into signing up for "automatic renewals" without the consumer's full knowledge or consent. This bill seeks to address this problem by requiring clear disclosures and affirmative acts of customer consent. The author states:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the 'fine print' on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

As noted in the author's background material, this bill was prompted in part by an investigation brought by the attorneys general of 23 states, including California, against Time, Inc. The investigations found that subscribers to several magazines published by Time, Inc. were discovering that their subscriptions were automatically renewed even though the customers claimed that they had never knowingly consented to the renewals. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that requires Time to more clearly disclose renewal terms and ensure that the consumer take some affirmative step to acknowledge consent or rejection of the automatic renewal offer. According to the author, the specific disclosure and consent requirements in this measure are modeled after, though not identical to, those set forth in the Time settlement.

**ARGUMENTS IN SUPPORT:** According to the California Public Interest Research Group (CALPIRG), "this bill will help ensure that consumers only get into an ongoing subscription if they want to." According to the Consumer Federation of California, this measure will curb deceptive marketing practices that are used to sell everything from magazine subscriptions to "free trial" offers that lock consumers into an ongoing purchase agreement. Supporters generally



contend that this is a straightforward measure reflecting the basic premise that consumers deserve to know the terms and conditions to which they are agreeing.

Author's Technical Amendments: The author wishes to take the following technical and clarifying amendments:

- On page 4 after line 9 insert:

*(e) "Consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.*

- On page 4 line 32 and on page line 16 change "customer" to "consumer"

PRIOR LEGISLATION: AB 88 (Chapter 77, Stats. of 2003) provides that a contract for a good or service that is made in connection with a telephone solicitation is unlawful if the telemarketer is in violation of a recent Federal Trade Commission (FTC) rule requiring that the seller obtain specified information and express consent directly from the consumer and, under certain circumstances, maintain a recording of the call. (This present bill would similarly require that automatic renewal offers made over the telephone comply with federal telephonic marketing regulations.)

REGISTERED SUPPORT/OPPOSITION:

Support:

California Alliance for Consumer Protection  
California Public Interest Research Group (CALPIRG)  
Consumer Federation of California

Opposition:

None on file

Analysis Prepared by: Thomas Clark / JUD. / (916) 319-2334



## Exhibit 3

**Initial Complaint**

01/03/2023

**Complaint Type:** Billing/Collection Issues**Status:** Answered ?

There is a scam going on with people using affiliate links to this credit monitoring site. Scammers list rentals on \*\*\*\*\* and \*\*\*\*\* (who knows where else) They ask for a credit score, sending you to the site. When the unsuspecting person pays \$1 for the instant credit score, which you screenshot and send to the "landlord" you are automatically signed up for credit monitoring for \$29.99/month. The \$1 gets you the free credit score and a 1 week trial with the company. Not until emails come in does one realize what has happened. In the mean time, the "landlord" makes \$30 a pop for every one who unknowingly signs up and you never hear from them again, the rental listing is a scam. There are hundreds of these postings all over the place online. While the sight itself seems legit, they are IMPOSSIBLE to contact. Once the 7 days is up, they hit your credit card for the \$29.99 and will not give refunds no matter what. Once you finally contact them, it's a 30 minute high pressure sales pitch to get you to hang on to the subscription. They have to know this scam is going on because it's mentioned in most reviews and it's being discussed on various sites on the web. They need to put a stop to this activity. Not having an easier way, i.e. a link on their site to cancel, is unscrupulous. I have contacted my credit card company because I have been unable to contact this company. I will fight the charge. Most importantly, they need to stop with the easy affiliate links which invite scammers. ONE MORE THING!!! The name showing up on my account is NOT CORRECT. Last name is correct, but not the first. Crazy.

**Business response**

01/11/2023

We have third-party partners who offer our services, however, they are not allowed to offer our services on \*\*\*\*\* as part of their agreement with us. We called this member on Jan. 3, 2023, and again on Jan. 4, 2023. They did not answer either call, and we left two voicemails. We addressed their request.

**Customer response**

01/12/2023

Complaint: 18639913

I am rejecting this response because: I would like to know exactly HOW they are dealing with 3rd party affiliates. There continues to be dozens of these types of ads all over \*\*\*\*\* and \*\*\*\*\* targeting unsuspecting people looking for housing. There must be much profit to the company for the affiliates to be using this scam to lure people in. Unacceptable. I am out of the country. On both instances when the representative called, I tried to return call, was unable to call out of \*\*\*\*\* on that number. I am however, able to reach others in the US.  
Sincerely,

\*\*\*\*\*

**Business response**

01/13/2023

We have previously reached out to this member by phone twice and reached out for a third time on Jan. 12, 2023. We spoke to this member on Jan. 12, 2023. Our records indicate this member cancelled their membership five days into their seven-day trial and were charged \$1. We explained to this member that we do not advertise or promote our services on \*\*\*\*\* Indeed, Zillow or similar sites that request credit information to verify employment or qualifying for a new rental agreement. Third-party partners that do so are in violation of their agreement with us. We actively investigate potential violations and provide a way for consumers to report possible scams. We have addressed their request.



## Exhibit 4

**Initial Complaint**

11/15/2022

**Complaint Type:** Billing/Collection Issues**Status:** Answered 

I evidently was routed to IDENTITY IQ on 11/04/2022 while working on credit availability. I paid the \$1.00 fee to look at what they offered. I just realized today 11/17/2022 that they auto drafted \$34.99 from my account. I called and was able to talk to a real person, kind of everything was scripted of course. Successfully cancelled he said BUT I WOULD NOT BE REFUNDED MY MONEY \$34.99. They provided no service and said it was in the agreement. I am certain they are making a significant amount of money from the way they wrote their agreement. I am also certain that many people don't even know they are being STOLEN from. NO TRANSPARENCY AND NO RIGHT TO KEEP MY MONEY. With the only scripted response being basically too bad for you, sorry have to run to the bank. \$34.99 a pop is A LOT OF STOLEN MONEY.

**Business response**

11/21/2022

We called this member on Nov. 18, 2022, and again on Nov. 21, 2022. They did not answer either call. The voicemail box was full, so we were unable to leave a message. We sent SMS notifications, and did not receive a response. We addressed their request.

# Exhibit 5



**Initial Complaint**  
07/17/2022

**Complaint Type:** Advertising/Sales Issues  
**Status:** Answered ?

Hello and thank you for helping me BBB. I was charged \$34.99 by Identity IQ when I did not sign up with them I applied for a loan and I had to pay a dollar to get my credit score because I did not have a choice to the loan agency that is the only way I could prove my credit score to them. I did not sign up for services though and I would like my money back I am on a fixed income and I do not use this service. If I had known they were going to charge me I would have never went through with it. It just said get your credit score today and that is it it said nothing about a free trial. I have never heard of identity iq and I have not used it except that one time when I paid a one dollar. I would never ever use them monthly. I think it is kinda shady on their end. I am disabled and I cannot afford another monthly expense like this. I never recieved an email from them nothing . I did not sign up for their trial . I looked at it and it said nothing about a trial to where they can charge me. I would not do that. What I believe is that they had my bank card on file and they just helped themselves. I went online today and to my banks website to my online account and I took a screen shot of what they charged me, When I bought the credit score it said 1 dollar for your credit score it said nothing about a free trial for 1 dollar. It said get your credit score for just one dollar . I did not sign up for their service or free trials . I wouldnt do that. I attached 3 screen shots and 2 of them are from my bank account transactions for 34.99 and there's a screen shot of my bank transactions for the 1 dollar. I just want them to reverse the charge. I did not want this service. I would never buy a monthly service like this. I just bought my credit score for a loan agency. That was it and then I have to go through this. It is not okay and I never recieved an email or notification that they were going to do this or I would of stopped it. It is pending , but they got they money



**Business response**  
08/09/2022

**Business Response** /\* (1000, 5, 2022/07/20) \*/ We called this member on Jul. 19, 2022, and again on Jul. 20, 2022. They didn't answer either call, and we left them 2 voicemails. We addressed their request.

## Exhibit 6



Todd G



07/20/2022

Same story. Was signed up for this service while trying to get help from a credit service company. Then unknowingly billed monthly. My first time logging in after months of auto billing and you are unable to change your billing method or cancel online. After calling in I was able to cancel. I mentioned the auto billing issue and the customer service rep glanced over the comment. No need to respond, IdentityIQ, it appears you are fully aware of your third party vendors and are implicit in this scam.

## Exhibit 7



**Initial Complaint**  
04/11/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

I was redirected to IdentityIQ while trying to apply for a condo. I was asked to pay \$1.00 for a credit score which i authorized and it cleared my account. Upon doing that, i was automatically and unknowingly signed up for a 7 day trial. I tried to login to my account all week to see what the notifications Via emails were for, however everyday attempt to see what was happening was blocked by a payment update requested to have a subscription. I did not need a subscription nor did I want one. Since the payment wasn't confirmed or updated and I couldn't access any details, I thought that was the end of it. April 9th, I get a notification of a charged \$35.90. This is a subscription i did not want nor could I afford. I was finally able to speak with someone today and get it cancelled but they did not offer to refund the \$29.99. There is no option on their website to cancel and I work during their call time ours. I had to go late to work today just to make the call. I just want my money back. I did not want this service to begin with and was mislead. It didn't say anything about being signed up for a trial or subscription upon paying \$1.00 for my credit.



**Business response**  
08/09/2022

**Consumer Response** /\* (2000, 5, 2022/04/20) \*/ Hello, I'd like to reach out and notify you that the company in question has issued me a refund. I would consider this matter resolved and no longer in need of further action.



## Exhibit 8



**Initial Complaint**  
03/27/2022

**Complaint Type:** Advertising/Sales Issues  
**Status:** Resolved


I went to IdentityIQ and paid the 1.00 to see my credit score, which cleared my account and that was that. A week later, I was charged 29.99 and it cleared my account but I wasn't told about them signing me up for a plan nor did I want one. Hopefully I can get a refund because I was misled and did not want a plan at all. There's also no way to cancel online, you have to call them during their hours.



**Business response**  
07/28/2022

**Consumer Response** /\* (2000, 6, 2022/03/29) \*/ The business got in contact with me today and issued me a full refund. I have been on the phone with them twice and both men were very kind and quick, easy to explain the situation to and understand.

## Exhibit 9



TransUnionExperianEQUIFAX

QUESTIONS?  
877-875-IDIQ(4347)

Referred for rental or employment verification? [Click Here](#)

1

2

3

1. Create Your Account

2. Confirm Your Identity

3. View Your Credit File

ACCOUNT INFORMATION

First Name \*

Last Name \*

Email \*

Create Password \*

CURRENT ADDRESS

Address \*

City \*

State \*

ZIP \*

☒ I have been at my current address for six months or more.

By clicking "next" you consent, acknowledge, and agree to the following:

Our [Terms and Conditions](#), [Privacy Policy](#), and to receive important notices and other communications electronically.

You are providing express "written" consent to share your information with our network partners and that they may share that information with their partners. You are providing express "written" consent for IDIQ parties calling on behalf of IDIQ, network partners, or any authorized third party on their behalf to call you (including through automated means, e.g. autodialing, text messaging, and pre-recorded messaging) via telephone, mobile device (includes SMS and MMS - charges may apply), and/or email even if your telephone number is listed on any internal, corporate, state, federal, or national Do-Not-Call (DNC) list.

Consent is not required as a condition to utilize IDIQ's services, and you may choose to speak with an individual customer service representative by contacting 877-875-4347.

Order Summary

Secure Max

[Hide Plan Details](#)

\$1.00

Renews at \$29.99 per month on March 19, 2023. Cancel Anytime

☒ 3 Bureau Credit Report & Scores

☒ Enhanced Credit Monitoring

☒ Identity Protection Monitoring

☒ IQAlerts with Application Monitoring


☒ Enhanced Application Monitoring

Total Due Today

\$1.00

NEXT

## Exhibit 10



TransUnionExperianEQUIFAX

QUESTIONS?  
877-875-IDIQ(4347)

Referred for rental or employment verification? [Click Here](#)

123

1. Create Your Account2. Confirm Your Identity3. View Your Credit File

ACCOUNT INFORMATION

First Name \*

Last Name \*

Email \*

Create Password \*

CURRENT ADDRESS

Address \*

City \*

State \*

ZIP \*

☒ I have been at my current address for six months or more.

By clicking "next," you consent, acknowledge, and agree to the following:  
Our [Terms and Conditions](#), [Privacy Policy](#), and to receive important notices and other communications electronically  
You are providing express "written" consent to share your information with our network partners and that they may share that information with their partners. You are providing express "written" consent for IDIQ, parties calling on behalf of IDIQ, network partners, or any authorized third party on their behalf to call you (including through automated means, e.g., autodialing, text messaging, and pre-recorded messaging) via telephone, mobile device (includes SMS and MMS - charges may apply), and/or email even if your telephone number is listed on any internal, corporate, state, federal, or national Do-Not-Call (DNC) list.  
Consent is not required as a condition to utilize IDIQ's services, and you may choose to speak with an individual customer service representative by contacting 877-875-4347.

Order Summary

Secure Max

\$29.99

[Hide Plan Details](#)

Renews at \$29.99 per month

☒ 3 Bureau Credit Report & Scores

☒ Enhanced Credit Monitoring

☒ Identity Protection Monitoring


☒ IQAlerts with Application Monitoring



☒ Enhanced Application Monitoring

Total Due Today

\$29.99

NEXT

 Privacy & Security Protected



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# Exhibit 11

TransUnionexperianEQUIFAX

QUESTIONS?  
877-875-IDIQ(4347)

1. Create Your Account

2. Confirm Your Identity

3. View Your Credit File

IDENTITY INFORMATION

Your social security number and DOB are used to confirm your identity. This info will be securely transmitted to the credit reporting agencies.

SSN \*

Date of Birth \*

Phone Number \*

☐ Send me identity and credit monitoring alerts via SMS, if available.

Order Summary

Secure Max

Hide Plan Details

3 Bureau Credit Report & Scores

Enhanced Credit Monitoring

Identity Protection Monitoring

IQAlerts with Application Monitoring

Enhanced Application Monitoring

Total Due Today

Next

Privacy & Security Protected


SecureTrust

BBB

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## Exhibit 12



TransUnion<sup>SM</sup>Experian<sup>SM</sup>EQUIFAX<sup>SM</sup>

QUESTIONS?  
877-875-IDIQ(4347)

1. Create Your Account

2. Confirm Your Identity

3. View Your Credit File

Connor, You've got one more step before you can access your credit data from January 31, 2023.





Open Accounts

Negative Accounts

Hard Inquiries

Credit Utilization

BILLING INFORMATION



Credit Card Number \*

Expiration Date \*

CCV \*

☒ My Billing address is the same as my Home address.

By clicking the "Next" button below you agree to the offer details, to the Terms and Conditions, acknowledge our Privacy Policy and agree to its

[Read More](#)

Order Summary

Secure Max

\$29.99

[Hide Plan Details](#)

Renews at \$29.99 per month

☒ 3 Bureau Credit Report & Scores

☒ Enhanced Credit Monitoring

☒ Identity Protection Monitoring

☒ IQAlerts with Application Monitoring



☒ Enhanced Application Monitoring

Total Due Today

\$29.99

NEXT

Privacy & Security Protected



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Exhibit 12  
Page 22

## Exhibit 13



## CONTACT IDENTITYIQ

**For Any Questions About Your Service, You May Contact Us At:**

### IdentityIQ Customer Service

Monday through Friday, 7:00 a.m. to 7:00 p.m. and Saturdays  
8:30 a.m. to 5:00 p.m. CST.  
Call toll-free 877-875-IDIQ(4347)

### Cancellation

If for any reason you are not satisfied, you can cancel at any time to discontinue your monitoring membership. Cancellation must be made by calling our Customer Service department.



[Terms of Use](#) [Privacy Policy](#) [Contact us](#)

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## Exhibit 14



**Initial Complaint**  
12/12/2022

**Complaint Type:** Billing/Collection Issues  
**Status:** Answered

Between Nov 27 and Dec 10th defrauded \$34.99 with a fraudulent recurring charge. There was no legitimate contract to support this charge and I had to contact my credit card company to dispute the charge. I went to the vendor website, but it states that cancellation cannot be made on their website. It creates an obstacle by providing a phone number but the office has limited hours of operation.



**Business response**  
12/14/2022

We have no record of this member calling in to cancel their account. We called this member on Dec. 12, 2022, and left a voicemail. We called them again on Dec. 13, 2022, and spoke with them over the phone. We addressed their request.

## Exhibit 15



**Initial Complaint**  
09/26/2022

**Complaint Type:** Billing/Collection Issues  
**Status:** Resolved ?

Didnt even know I had an account here. Tried calling the company over 15 times to cancel, because you cant online, only to be left with we are having technical difficulties try again in 10 minutes for 4 days in a row. Ridiculous scam. Will be taking further action unless issue is resolved immediately.



**Business response**  
10/06/2022

This member called us on September 26, 2022. We assisted with canceling their membership. We called this member and spoke with them over the phone on October 4, 2022, and they stated their request was resolved when they called previously.



**Customer response**  
10/06/2022

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID \*\*\*\*\*, and find that this resolution is satisfactory to me.

Sincerely,

\*\*\*\*\*



## Exhibit 16

**Initial Complaint**

09/11/2022

**Complaint Type:** Problems with Product/Service**Status:** Answered 

I signed up for the free trial like an idiot. This is the worst company ever in life. They have charged me \$120 for something that should have been free. I say that because this lousy company makes it impossible to cancel. I tried canceling on day 1 through day 7 but they make you call and then no one answers or they just keep you on hold. This is a scam so beware!! I'm actually considering speaking with a lawyer regarding another class action law suit against them. They are scammers who prey on people and steal from the poor. I want my \$120 back ASAP. What's odd is I did the trial with a debit card that has since been canceled but they still keep taking money from our account. Are they using our credit reports to gain access to our accounts? I'm not the only one this happened to. I never provided my new debit card info yet they took \$60 in 2 days this month. I want my money refunded. Funny they have a 1.5 customer rating but a B+ overall. How is that possible? Because they lie and say they resolved the issues for the customer when they have done nothing. Not sure how any of em sleep at night. I couldn't if I was stealing from innocent people.

**Business response**

09/27/2022

We called this member on Sept. 23, 2022, and again on Sept. 26, 2022. They did not answer either call, and we left them two voicemails. We addressed their request.

## Exhibit 17



**Initial Complaint**  
04/27/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

I noticed that funds were deducted from my checking account by IdentityIQ. I looked them up online and found their website with a telephone number. Bear in mind, I already use Norton to monitor my credit files. Identity IQ informed me that I signed up for their credit monitoring service in January 2022, which I did not do. I don't know how they got all my personal information but they had everything. The person I spoke with told me "You did indeed sign up for our service." To which I replied, no, I did not and I want my money back. She said that she could refund one month but not anything more than that. She went on to ask if I had opened a new loan or credit card in January, which I had. She said that the loan company must have signed me up for their service. I called my loan company and they informed me they did not do such thing. 01/19/2022 - they deducted \$ 1.00 02/27/2022 - they deducted \$34.99 03/28/2022 - they deducted \$34.99 04/26/2022 - they deducted \$34.99 I was so upset and the girl would talk right over me. Again, I demanded my money back and she told me that she could refund one month, but nothing more than that. How can companies do this, prey on senior citizens and steal their money. I see in my checking account that a \$34.99 credit is being processed. So, they are refunding one month but not the other month. This is extremely upsetting and unjust. And with my heart condition, it makes a very difficult day even more difficult. I want the remaining \$71.98 refunded to me as quickly as possible.



**Business response**  
07/27/2022

**Business Response** /\* (1000, 5, 2022/05/04) \*/ We spoke via phone with this member on Apr. 29, 2022. We have addressed their request. **Consumer Response** /\* (2000, 7, 2022/05/05) \*/ (The consumer indicated he/she ACCEPTED the response from the business.)

## Exhibit 18

**Initial Complaint**

04/20/2022

**Complaint Type:** Problems with Product/Service**Status:** Answered 

I've called this company 3 times to cancel my service and each time I do after charging me 26.99 a month for these services they offer me the same service at 9.99 and then at 4.99. Then I find that I'm being charged on my card still and I call again and they tell me this is the first time I have called and they have no record of me canceling. I called I think 4 times now just to cancel. They owe me 26.99 times about 12 months at this point. They tell me they don't do refunds. This company is a scam I don't think anyone should use this service it's very shady and will steal your money and make it hard to cancel.

**Business response**

07/27/2022

**Business Response** /\* (1000, 5, 2022/04/26) \*/ We contacted this member on Apr. 21, and Apr. 22, 2022. They did not answer our calls, and we left them two voicemails. We have addressed their request.

## Exhibit 19

**Initial Complaint**

03/18/2022

**Complaint Type:** Advertising/Sales Issues**Status:** Answered 

Identity IQ makes it nearly impossible to cancel your subscription, stating that you can cancel by visiting their website and hitting the cancel button WHEN AVAILABLE (it has never been available on their website.) OR by calling their customer support line, which conveniently takes 30-60 minutes on hold, often ending with a "we're sorry, but all agents are currently assisting other customers, please call again later." and a disconnection tone. This is a predatory collection practice, and the BBB should be ashamed to consider them an "Accredited business"

**Business response**

07/29/2022

**Business Response** /\* (1000, 5, 2022/03/28) \*/ We called this member on Mar. 22, 2022, and Mar. 23, 2022. They did not answer either of our calls, and we left them two voicemails. We have addressed their request.



## Exhibit 20

**Initial Complaint**

02/17/2022

**Complaint Type:** Advertising/Sales Issues**Status:** Resolved 

I applied for a job with \*\*\*\*\*. They requested that I provide a credit report and recommended Identity IQ. The report was to cost 1\$. Since making that purchase, I have been charged 32\$ per month and no matter how much I try, they will not cancel. I can no longer log into my "account" with them. My emails to the business through the BBB website requesting cancelation have been ignored. It's a \*\*\*\* shame they have any "BBB Accreditation". Looking at the filed complaints, it looks like I am one of many that fell for the same scam.

**Business response**

04/13/2022

**Business Response** /\* (1000, 5, 2022/02/23) \*/ We have no record of this member calling to cancel their membership. We have no record of this member emailing us through the BBB. We attempted to contact this member by phone on Feb. 22, 2022. We were unable to leave a voicemail because the voicemail box was full. We attempted to contact them again on Feb. 23, 2022, and could not leave a voicemail since the voicemail box was still full. We have addressed their request. **Consumer Response** /\* (2000, 7, 2022/02/25) \*/ (The consumer indicated he/she ACCEPTED the response from the business.) I hate I missed the calls. Upon closer inspection, my mailbox was not full. Calls were caught by the spam filter and not allowed to go through. I received confirmation that the account was closed via email and I see 3 credits for 35.90 posted to my account. I appreciate your cooperation.

## Exhibit 21



**Initial Complaint**  
02/15/2022

**Complaint Type:** Advertising/Sales Issues  
**Status:** Answered

I was told I needed to pay \$1 for a credit check, and was signed up for a "membership" that I was not told about Took multiple phone calls and an escalation to a manager \*\*ter being hung up on by one of their phone agents to get my account canceled. They also charged me twice on January 10, 2022 for \$34.99. It is ridiculously hard to get through to an agent to get this \*\*\* canceled. Don't believe anybody telling you it's only a \$1 credit check. They're just scamming you into a \*\*\*\*\* membership that will then be hard \*\* to cancel. This business is trash.



**Business response**  
07/13/2022

**Business Response** /\* (1000, 5, 2022/02/23) \*/ We contacted this customer by phone on Feb. 18 and Feb. 22, 2022. They did not answer either of our calls. We left them two voicemails addressing their request.

## Exhibit 22



**Initial Complaint**  
01/18/2022

**Complaint Type:** Advertising/Sales Issues  
**Status:** Resolved ?

i signed up for \$1 to get a credit score report from identity iq. i paid the \$1 with my debit card. i never knew that by paying the \$1 it actually enrolled me into a \$34.99 per month program i never wanted. they sneak that in the fine print roughly 20,000 words later which nobody spends 6 hours reading. i tried to cancel. they direct you onto their web site and say hit cancel membership. they said its only there sometimes. which to me that means never. so i called 6 times with nobody answering. i see they try once a day to charge my debit card. thats wrong. i only want my membership cancelled. thats it



**Business response**  
06/27/2022

**Consumer Response** /\* (2000, 6, 2022/01/20) \*/ they cancelled the membership. that was my only goal. thank you so much for helping me. im impressed.

## Exhibit 23



**Initial Complaint**  
12/21/2021

**Complaint Type:** Advertising/Sales Issues  
**Status:** Resolved ?

On November 19, 2021, I was asked to provide a credit score for myself and my fiancée through IdentityIQ in order to complete an application for the rental of a house. I did so using the 7-day trial, as I had no desire to continue using their services after the seven-day trial. When the 7 days were up, I went to cancel my account, and even though the IdentityIQ welcome email had said "You can cancel by calling Customer Service or, when available, clicking the cancel button found on the member website" I could find no "cancel button" whatsoever and was charged \$29.99 for myself and the same amount for my fiancée. I planned on calling to cancel, but forgot until I got more charges in addition to the first ones, now for the month of December. I called and tried to obtain a refund, explaining what happened, and was refused on the grounds that their welcome email states that you have to call to cancel, and I didn't call in time. This is absurd! How about having a more transparent business where you can easily find a "cancel button" that you ALSO mention in your welcome email? This is just an easy way to steal people's money. My Account ID number is XXXXXXXXXXXXXXXX, and my fiancée's is XXXXXXXXXXXXXXXX. I paid for both accounts and I request that the entire amount be refunded to me for both accounts: \$29.99 + \$29.99 + \$29.99 + \$29.99 = \$119.96.



**Business response**  
06/23/2022

**Business Response** /\* (1000, 5, 2021/12/28) \*/ We reached out to this member on Dec. 28, 2021, and addressed their request. The member stated they were satisfied. **Consumer Response** /\* (2000, 7, 2022/01/04) \*/ (The consumer indicated he/she ACCEPTED the response from the business.) IdentityIQ contacted me by phone to notify me that the entire refund amount that I requested had been made. Their response is in accord with the facts.



## Exhibit 24

**Initial Complaint**

12/16/2021

**Complaint Type:** Advertising/Sales Issues**Status:** Answered 

I applied for a job, which requested that I pay for a \$1 credit report to submit to them. I have my information, then was charged \$37, which I had no idea was even a thing, as I would have never submitted my information if I had known. I called & was told I agreed to the terms & conditions, so I couldn't have a refund. I want a refund immediately.

**Business response**

06/28/2022

**Business Response** /\* (1000, 10, 2022/01/12) \*/ We contacted this customer via telephone on Dec. 22 and Dec. 23, 2022, and left a voicemail each time addressing their request.

## Exhibit 25

**Initial Complaint**

11/02/2021

**Complaint Type:** Advertising/Sales Issues**Status:** Answered 

Signed up for the \$1 credit viewing and now I can't get them to stop billing my card. I had to close one account and fixing to have to close another one. There is no unsubscribe option anywhere . Stop billing my card

**Business response**

06/08/2022

**Business Response** /\* (1000, 5, 2021/11/08) \*/ We reached out to this member on Nov. 3 and Nov. 4, 2021, and left voicemails each time. We have addressed their request.

## Exhibit 26



**Initial Complaint**  
09/16/2021

**Complaint Type:** Advertising/Sales Issues  
**Status:** Answered ?

Last week I filled out a loan application online. At one point during the process I was asked to agree to a one-time \$1 processing fee paid to identityiq to verify information for my application. I agreed to the one-time \$1 charge and was redirected to identityiq's payment page. Filled out my card info and thought that was that. As of this week, identityiq has made multiple attempts to charge \$29.99 to my card for a subscription service I never signed up for. Hey offer no way to cancel online so you are forced to call to one of their rude condescending evasive argumentative agents (in my case James XXX-XXX-XXXX) who will then subject you to gaslighting, bullying, and harassment. I would rather visit the dentist then talk to this \*\*\*\* again.



**Business response**  
04/06/2022

**Business Response** /\* (1000, 5, 2021/09/29) \*/ We called this customer on Sept. 28 and again on Sept. 29, 2021, to address their request. We left voicemails and a direct line to a Customer Service Department manager each time.

## Exhibit 27

**Initial Complaint**

07/12/2021

**Complaint Type:** Advertising/Sales Issues**Status:** Answered 

I have been charged TWICE now for \$30 from IdentityIQ. I did NOT authorize these transactions. I have sat on hold TWICE today for longer than 10min with no answer. I need my account DELETED and my money REFUNDED!!!!!!!!

**Business response**

12/16/2021

**Business Response** /\* (1000, 8, 2021/07/30) \*/ We attempted to reach this customer by phone on July 14, 2021. The customer does not have a valid phone number on file, and the phone number they provided the BBB is not valid. We addressed their request.



## Exhibit 28



Brandon R



05/22/2021



I never agreed or signed up for a subscription. They have no way of canceling said bogus subscription on there website and they can send you person info thru email but they won't let you cancel said bogus subscription thru email come on really. They force you to call them Monday thru Friday at certain time which is conveniently when myself and 90 percent of the population is working so don't really have time to call and cancel something I never agreed to in the first place. I can only imagine it's going to be next to impossible to get someone on the phone let alone cancel said bogus subscription probably going to take hours while I'm at work. If this doesn't reek of bs scamming money grab bogus horse manure criminals I don't know what is this company is just bs should be forced to pay back all the bogus subscription money grab they have taken of the people and either change brought up on charges or shut down reading and few others complaints and looks like about the same thing over and over how much is enough.

Thank you for your time,  
Sincerely,

\*\*\*\*\*



### Identity Intelligence Group, LLC Response

05/24/2021

Thank you for your review and your feedback. Enrolling in our services requires our customers to provide personally identifiable information as well as answer security questions provided by the credit bureaus that only that customer should know. We also have 100% U.S.-based customer service representatives available to assist customers Monday-Saturday with extended hours. We are reaching out to assist you.

1 **PROOF OF SERVICE**

2 ***Caldwell, et al. v. Identity Intelligence Group, LLC, No. 37-2023-00012108-CU-BT-CTL***

3 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

4 At the time of service, I was over 18 years of age and **not a party to this action**. I am  
5 employed in the County of San Diego, State of California. My business address is 4225 Executive  
6 Square, Suite 600, La Jolla, CA 92037-1484.

7 On May 9, 2025, I served a true copy of the following document described as

8 **FIRST AMENDED COMPLAINT**

9 on the interested parties in this action as follows:

10  
11 Shannon Z. Petersen  
spetersen@sheppardmullin.com  
12 Sieun J. Lee  
slee@sheppardmullin.com  
13 Kelly E. Mitchell  
kmitchell@sheppardmullin.com  
14 SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP  
12275 El Camino Real, Suite 100  
15 San Diego, CA 92130-4092  
Tel: (858) 720-8900  
16 Fax: (858) 509-3691

17 *Counsel for Defendant*

18 **BY E-MAIL:** I caused the document to be sent from e-mail address cklobucar@sdlaw.com  
19 to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after  
20 the transmission, any electronic message or other indication that the transmission was unsuccessful.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing  
22 is true and correct. Executed on May 9, 2025, at San Diego, California.

23  
24 *Catherine Klobucar*  
25 Catherine S. Klobucar  
26  
27  
28