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15 **UNITED STATES DISTRICT COURT**
 16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 ZARA LEVENTHAL, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 STREAMLABS LLC,

22 Defendant.

Case No. 3:22-cv-01330-LB

**AMENDED CLASS ACTION
COMPLAINT**

- 23 **1. VIOLATIONS OF THE CALIFORNIA
CONSUMER LEGAL REMEDIES
ACT, Cal. Civ. Code §§ 1750, et seq.;**
- 24 **and**
- 25 **2. VIOLATIONS OF THE CALIFORNIA
UNFAIR COMPETITION LAW, Cal.
Bus. & Prof. Code §§ 17200, et seq.**

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Zara Leventhal (“Plaintiff” or “Leventhal”), individually and on behalf of all
2 others similarly situated, brings this action against Streamlabs LLC (“Streamlabs” or
3 “Defendant”), and alleges on information and belief, except as to the allegations that pertain to
4 Plaintiff, which are based on personal knowledge, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this class action on behalf of a nationwide class comprised of all
7 persons in the United States who were enrolled in the Streamlabs Pro automatic renewal
8 subscription after adding a GIF or effect to their donation, and were then billed \$5.99 per month
9 for the subscription.

10 2. Streamlabs is a company that offers live streaming software that enables video
11 streamers to broadcast their live stream on platforms such as YouTube and Twitch, and to
12 monetize their broadcasts by collecting donations from viewers through third-party payment
13 processors such as PayPal.

14 3. Consumers across the country often get unknowingly signed up for the Streamlabs
15 Pro auto-renewal subscription when they donate to streamers through Streamlabs and add a GIF
16 or effect to that one-time donation. As a result, they unknowingly end up with recurring charges
17 on their credit or debit cards from Streamlabs for months or even years, leaving them confused,
18 angry, and stressed by the charges because Streamlabs failed to make them aware of the
19 enrollment and automatic renewal nature of the subscription, the recurring charges as part of the
20 automatic renewal plan, as well as the length of the automatic renewal period, and failed to obtain
21 their affirmative consent to enrollment and the automatic renewal subscription before charging
22 them.

23 4. As testament to Streamlabs’s deceptive business practices, online platforms such
24 as Twitter, YouTube, and Reddit are exploding with negative reviews regarding Streamlabs’s
25 deceiving practices. For example, in the comment sections of several YouTube videos discussing
26 how to cancel Streamlabs Pro subscription, many people complained about their unknowing
27 enrollment in Streamlabs Pro, as well as the surprising bills they received from Streamlabs for
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1 months. Similarly, Reddit contains many discussion threads titled “Streamlabs Charged me?,”
2 “Streamlabs Pro Subscription Warning,” and “Charged 5.99\$ without Consent on Streamlabs.”

3 5. In August 2020, Plaintiff donated \$5.00 to a streamer through Streamlabs and
4 added a GIF or an effect to emphasize her donation alert. However, she was not made aware by
5 Defendant that by adding a GIF or an effect to her one-time donation she was subscribing to
6 Streamlabs Pro and that the subscription automatically renews on a monthly basis until it is
7 cancelled. As a result, Plaintiff was automatically enrolled in a Streamlabs Pro subscription and
8 since then, she had been charged \$5.99 every month when the subscription automatically
9 renewed. Plaintiff noticed a total charge of \$59.90 on her PayPal account in May 2021. Shocked
10 and confused, she contacted Streamlabs inquiring about the unexpected bills. Streamlabs agreed
11 to cancel her Streamlabs Pro membership, but refused to refund her all of the recurring charges
12 from the subscription.

13 6. Defendant’s alleged conduct violates the California Consumer Legal Remedies
14 Act (“CLRA”), California Civil Code § 1770(a)(5) and § 1770(a)(9), which, respectively,
15 prohibits any person in a transaction intended to result or that results in the sale of services to any
16 consumer to engage in unfair or deceptive acts or practices to (1) present that goods or services
17 have characteristics which they do not have; and to (2) advertise goods or services with intent not
18 to sell them as advertised.

19 7. Defendant’s alleged conduct also violates the California Unfair Competition Law
20 (“UCL”), California Civil Code § 17200, which prohibits any unlawful, unfair, or fraudulent
21 business act or practice, or false, deceptive, or misleading advertising.

22 **PARTIES**

23 8. Plaintiff Zara Leventhal is an individual and a resident of New York.

24 9. Defendant Streamlabs is a California company with its headquarters in San
25 Francisco (according to the company’s LinkedIn profile) and principal offices at 7700 Gateway
26 Blvd., Newark, California 94560 (according to the Statement of Information filed by Streamlabs
27 with the California Secretary of State). Defendant is a software company that primarily distributes
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1 livestreaming software. Streamlabs is a subsidiary and one of the brands of Logitech International
2 S.A. (“Logitech International”), a Swiss corporation that acquired Streamlabs in 2019.

3 **JURISDICTION AND VENUE**

4 10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C
5 § 1332, because the proposed class consists of 100 or more potential class members; the amount
6 in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; and
7 minimal diversity exists. Plaintiff is a citizen of New York and Defendant is a citizen of
8 California (where Defendant has its principal office and under whose laws Defendant is
9 organized).

10 11. This Court has personal jurisdiction over Defendant because its principal business
11 office is in California. This Court has personal jurisdiction over Plaintiff because Plaintiff
12 consents to this Court’s jurisdiction.

13 12. Venue properly lies in this district pursuant to 28 U.S.C. §1391 because Defendant
14 resides within this district within the meaning of 28 U.S.C. §1391.

15 **DIVISIONAL ASSIGNMENT**

16 13. Pursuant to Northern District of California Civil Local Rules 3-2(c), 3-2(d), and 3-
17 5(b), assignment to the San Francisco Division of this district is proper because Defendant’s
18 principal office is located in Alameda County, California.

19 **FACTUAL ALLEGATIONS**

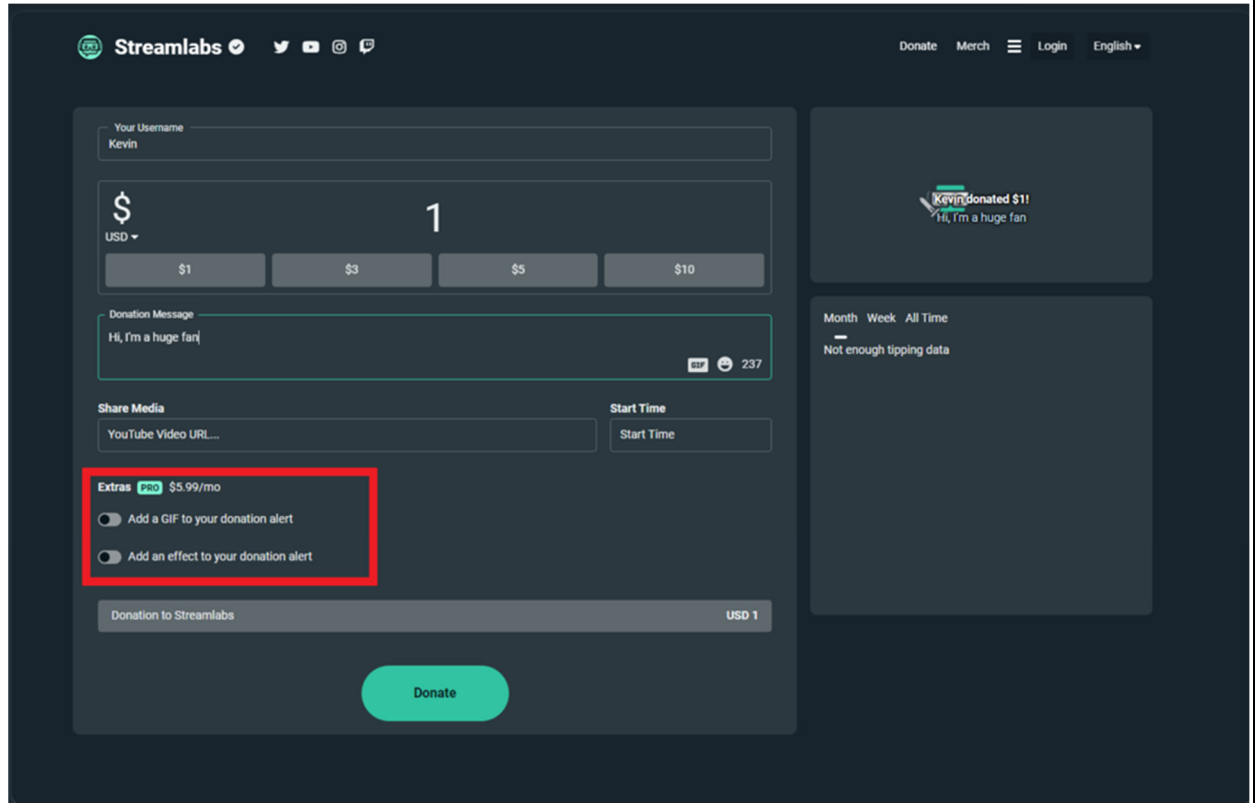
20 14. Streamlabs offers live streaming software that helps streamers to broadcast their
21 live stream to platforms such as Twitch, YouTube, and Facebook.

22 15. Streamlabs enables streamers to create a tip page, which is also known as a
23 donation page, to monetize their broadcasts by collecting money from viewers through third-party
24 payment processors. Streamlabs currently allows viewers to donate through PayPal, Legacy
25 PayPal, credit cards, UnitPay, and Skrill.

26 16. When setting up a tip page, streamers can manage the settings by, among other
27 things, adjusting the suggested amount, setting minimum and maximum donation amounts, and
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1 enabling tipping presets. Streamers can also choose to turn off the “Allow Pro Viewers” and
2 “Allow Pro Donation Gifs” options, which are selected by default.

3 17. Unless “Allow Pro Viewers” and “Allow Pro Donation Gifs” options are manually
4 disabled, a streamer’s tip page will show viewers who donate (“Donators”) an option to add a GIF
5 or add an effect to their donation alerts, *viz.*:¹



19 Source: <https://streamlabs.com/content-hub/post/streamlabs-pro> (last accessed January 7,
20 2022).

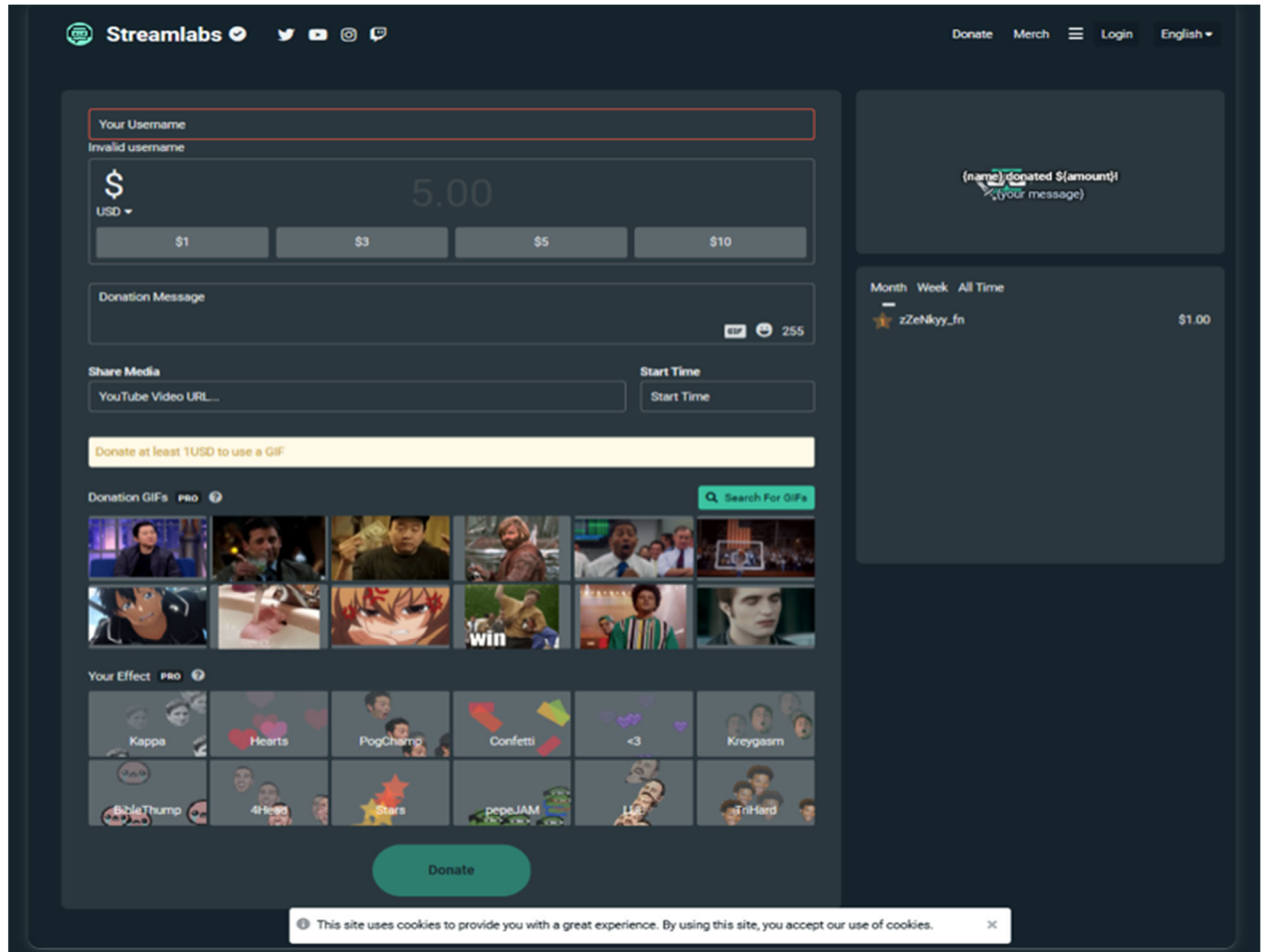
21 18. Notably, Streamlabs has made changes to the wording and the design of a tip page
22 over the years. The old version (which Plaintiff encountered, as discussed below) merely has the
23 word “Pro” next to the “Donation GIFs” text, with no mention of any automatically renewing
24 membership fee. The picture below shows what an old version looks like:

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28 ¹ Red boxes in the screenshots are in original.



Source: <https://streamlabs.com/content-hub/post/legacy-paypal-donation-setup> (last accessed January 19, 2022).

19. On this old version of the page, even if the Donator saw the “\$5.99/mo” on the page pictured above, it was not clear that adding a GIF or effect to a one-time donation would lead to an ongoing and automatically renewing charge each month.

20. Adding a GIF or an effect is a feature that is exclusive to Streamlabs Pro members and the membership costs \$5.99 per month. When the Donators choose to use a GIF or an effect, a \$5.99 charge for a Streamlabs Pro subscription will be automatically added to the total payment to Streamlabs.

Streamlabs Pro: An Automatic Renewal Subscription

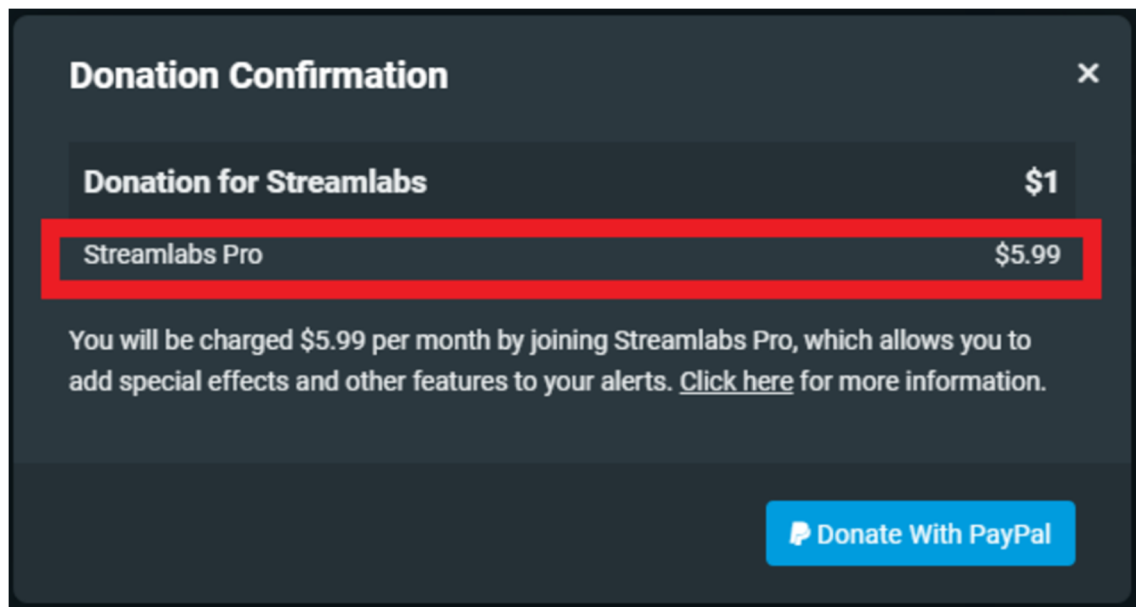
21. Unbeknownst to the Donators who added a GIF or an effect to their donation alerts, Streamlabs Pro subscription renews automatically every month for an additional calendar

1 month. In addition, the subscription imposes a monthly \$5.99 charge as part of the automatic
2 renewal plan on their debit or credit cards until it is cancelled.

3 22. Specifically, when Donators entered a tip amount at the donation page and
4 proceeded with a GIF or an effect added to the donation alerts, they were directed to a “Donation
5 Confirmation” page (“Confirmation Page”) to confirm the donation amount.

6 23. Underneath the donation amount, there was a line item showing an additional
7 \$5.99 charge for a Streamlabs Pro subscription, and a notice read “You will be charged \$5.99 per
8 month by joining Streamlabs Pro, which allows you to add special effects and other features to
9 your alerts. Click here for more information.” This donation page does not state that the
10 membership will automatically renew and that there will be an associated \$5.99 per month charge
11 as it does.

12 24. The \$5.99 charge and the notice were both printed in a font that is smaller in size
13 and lighter in color compared to the bolded font used for the donation amount, *viz.*:



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Source: <https://streamlabs.com/content-hub/post/streamlabs-pro> (last accessed January 7, 2022).

25 25. Once the Donators confirmed the donation amount and a \$5.99 monthly charge for
26 Streamlabs Pro, they were taken to a third-party payment processor to finish the transaction.
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1 26. The Confirmation Page, however, also did not disclose to the Donators that at the
2 end of each subscription period, Streamlabs Pro will be automatically renewed for an additional
3 month until it is cancelled. Neither did it disclose that Streamlabs will charge the subscribers a
4 \$5.99 monthly subscription fee on their credit or debit cards as it automatically renews.

5 27. If the Donators clicked on the “Click here” link, they were taken to a webpage
6 (<https://streamlabs.com/content-hub/post/streamlabs-pro>) that explains the benefits, monthly cost,
7 cancellation and refund policy of Streamlabs Pro subscription (“Streamlabs Pro Website”). The
8 Streamlabs Pro Website, however, also did not disclose that Streamlabs Pro subscription is
9 subject to monthly automatic renewal until it is cancelled. It also did not disclose that Streamlabs
10 will keep charging Streamlabs Pro subscribers \$5.99 per month on their credit or debit cards until
11 the subscribers cancel the plan.

12 28. Streamlabs failed to present the automatic renewal function of Streamlabs Pro
13 subscription, including the automatic renewal arrangement, the recurring charges as part of the
14 automatic renewal plan, as well as the length of the automatic renewal period, in a clear and
15 conspicuous way that called the attention of Donators.

16 29. As explained above, from the moment Donators added a GIF or effect to their one-
17 time tip amount to the moment they are charged by Streamlabs, they were not notified nor asked
18 to give consent to the automatic renewal function of Streamlabs Pro subscription.

19 30. As a result, thousands of Donators who subscribed to Streamlabs Pro have been
20 unknowingly charged \$5.99 per month when their subscription automatically renewed. Some of
21 them were charged for the subscription for many months without realizing it.

22 31. Online platforms such as Reddit, Twitter, YouTube are filled with negative
23 reviews on Defendant’s practices.

24 32. For example, one post on Reddit states:

25 Recently I found out that I've been being charged for Streamlabs Pro for the last three
26 months. Not only they subscribed me without any notice, they now refuse to have any
contact with me regarding the refund and cancellation... ..

27 Source: https://www.reddit.com/r/youtubegaming/comments/gmtpol/streamlabs_pro_scam/ (last
28 accessed January 7, 2022).

1 33. In the comment section of a YouTube video titled “Streamlabs 5.99 charge –
2 Cancel” (https://www.youtube.com/watch?v=4co_8H6ruGY&t=105s), people made similar
3 complaints about their unknowing enrollment in Streamlabs Pro, as well as the surprising bills
4 they received from Streamlabs for months.

5 34. Defendant was aware of the various Donators’ complaints about the recurring
6 charges for Streamlabs Pro subscription in, at the latest, early 2019. But Defendant did not take
7 any effective measures to ensure Donators are clearly made aware of the automatic renewal
8 nature of Streamlabs Pro, nor did it change its billing practices to obtain affirmative consent from
9 the Donators before it placed monthly charges on their credit or debit cards, until apparently
10 sometime after Plaintiff filed her complaint on March 2, 2022.

11 35. For instance, under a Twitter thread posted in 2017, many Twitter users tagged
12 Defendant’s official Twitter account and complained about the \$5.99 monthly charges on their
13 credit or debit cards for Streamlabs Pro. Defendant’s official account on Twitter responded to
14 most of the complaints.

15 36. One complaint posted on May 3, 2019 reads:

16 I was just charged \$6 for unknowingly [sic] being a Streamlabs Pro member. I didn't even
17 know it existed at all?! All I have been using Streamlabs for so far has been opening it up,
and starting streams. Not even clicked anything that allowed me to be charged D [sic]:

18 Another one posted on May 6, 2019 reads:

19 What the actual hell guys? I was charged for a pro service that I never signed up for. If
20 you automatically sign people up who donate that seems mighty unscrupulous. I will need
my refund back for the last two months or I will have to report this to the proper
21 authorities.

22 Source: <https://twitter.com/streamlabs/status/908792641986449408?lang=en> (last accessed
23 January 11, 2022).

24 37. Defendant’s representations about Streamlabs Pro were motivated by an intent to
25 deceive, and to lure Donators into unknowingly signing up for the membership. Also, Defendant
26 was well aware that its representations about Streamlabs Pro were misleading. As mentioned above,
27 Defendant learned about Donators’ complaints about their unknowing enrollment in Streamlabs
28 Pro from Twitter since 2019, if not before. But over the past three years, Defendant has not taken

1 any effective or meaningful measures to disclose the automatic renewal feature of the subscription
2 until sometime after this lawsuit was filed. Defendant’s intent to deceive and to lure Donators into
3 subscribing to Streamlabs Pro can also be evidenced by its attempt to deviate their attention from
4 the monthly fee for the subscription: on the Confirmation Page, both the \$5.99 monthly subscription
5 fee and the notice about the fee were printed in a font size that is smaller than the surrounding text
6 about the tip amount; in addition, the color of the text was lighter than the text used for the tip
7 amount.

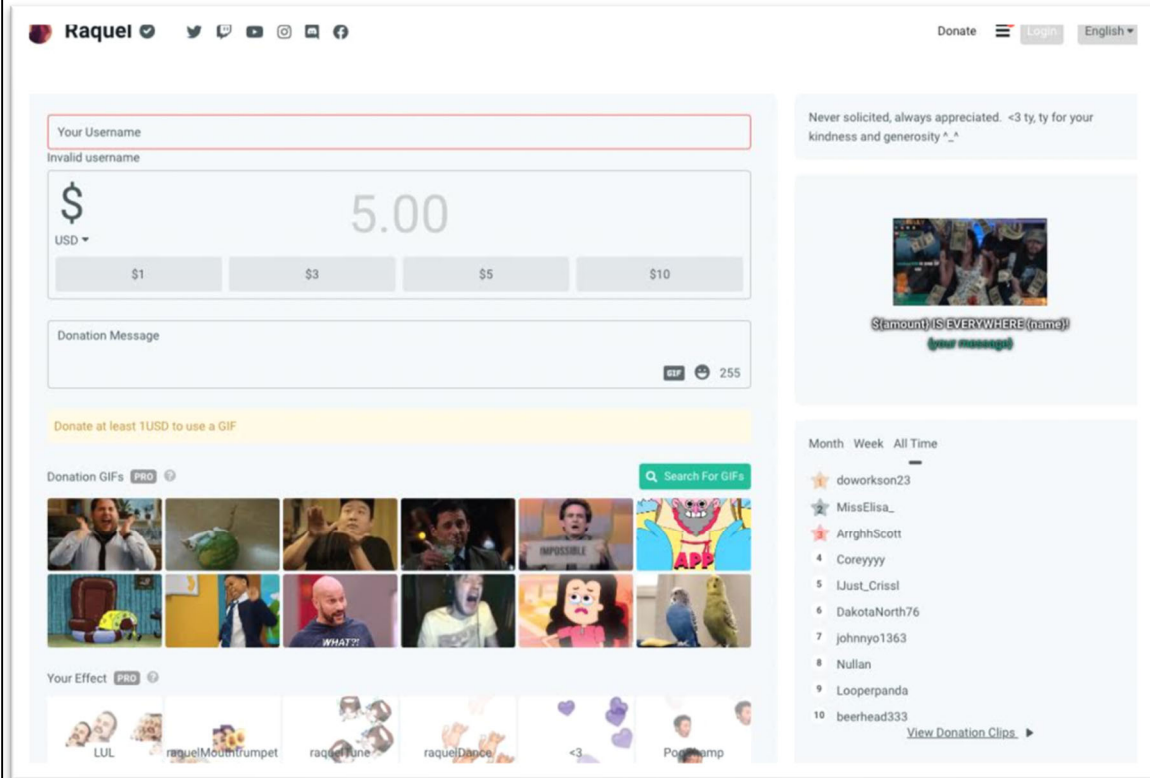
8 **Experiences with Streamlabs Pro Automatic Renewal Subscription**

9 **Plaintiff Zara Leventhal**

10 38. On August 10, 2020, Leventhal donated \$5.00 to a streamer with her personal
11 PayPal account through Streamlabs.

12 39. The donation page gave her an option to add a GIF or an effect to her donation
13 alert. Although the page says “PRO” on top of all the GIFs and effects, it did not explain what it
14 means nor how much it costs. The tip page also did not contain any information about Streamlabs
15 Pro subscription, such as its automatic renewal feature, the cost of each renewal, the future
16 monthly charges on a subscriber’s credit or debit cards, the cancellation policy, and the length of
17 the renewal term. Below is a picture that matches what the tip page looked like when Leventhal
18 donated:

19 ///



40. Without knowing that she would be automatically signed up for a Streamlabs Pro subscription and that she would be charged every month when the subscription automatically renews, Leventhal added a GIF or an effect to her donation alert and proceeded to checkout.

41. At the confirmation page, Streamlabs again failed to disclose any information about the automatic renewal function of Streamlabs Pro subscription. As a result, Leventhal made the payment without knowing that she would be charged \$5.99 per month for the subscription until she cancels the plan.

42. On the same day, in addition to the \$5.00 she tipped to the streamer, Leventhal was also billed \$5.99 by Streamlabs for Streamlabs Pro enrollment through PayPal. Since then, Plaintiff had been charged \$5.99 every month by Streamlabs when the subscription automatically renewed.

43. Leventhal did not realize the recurring charges until May 2021, when she received an email about the recurring charges from PayPal. She was shocked because she did not even have an account with Streamlabs at the time. In an attempt to cancel the subscription, she created

1 an account on Streamlabs with the same email that was linked to her PayPal account. But she
2 could not find a way to cancel the subscription.

3 44. On May 10, 2021, Leventhal reached out to Streamlabs customer support to
4 inquire about the charges by Streamlabs. She informed them that she had never agreed to enroll in
5 any Streamlabs subscriptions and that she had been completely unaware of the charges.

6 45. By that time, Streamlabs had already charged her a total of \$59.90 for the
7 subscription, which had been automatically renewed monthly for ten months.

8 46. On May 12, 2021, the Streamlabs representative responded that they would cancel
9 Leventhal's Streamlabs Pro subscription but refused to refund her beyond \$5.99 for the most
10 recent subscription month. In addition, the representative told her to avoid being automatically
11 signed up for Streamlabs Pro, she should "make sure to not toggle on Pro effects or GIFs" when
12 she donates.

13 Other Consumers Experiences

14 47. Just like Leventhal, there have been thousands of consumers who share similar
15 experiences with Streamlabs Pro. Online forums such as Reddit, YouTube, and Twitter are filled
16 with complaints by the Donators who have been unknowingly charged for Streamlabs Pro
17 subscription for months.

18 48. For instance, on Reddit, a Donator posted:

19 Did a donation to a twitch streamer I was watching a few months back, but I don't
20 remember signing up for a 5.99\$ per month subscription. Just found out now and good
21 thing it has only been two months of charges without my consent. Did a bit of research
22 and this has been an ongoing issue for years. A thread I came upon has one of the
Streamlabs staff replying that they are hoping to find a fix. Well it's already been years
and people are still having this issue.

23 Are they not fixing this obviously because they are earning a lot from accidental signups?
24 Which I think is yes because there has a lot of reports, discussions about it even from
years ago, up to now. This just means there's obviously wrong with the donation system.
25 This is not even counting people that are not aware of this issue and has recurring charges
without any of their consent... ..

26 *Source:* [https://www.reddit.com/r/Twitch/comments/gx81kl/charged_599_without_consent_on_str](https://www.reddit.com/r/Twitch/comments/gx81kl/charged_599_without_consent_on_streamlabs/)
27 [eamlabs/](https://www.reddit.com/r/Twitch/comments/gx81kl/charged_599_without_consent_on_streamlabs/) (last accessed January 11, 2022).

28 49. On Twitter, people's accounts of their experiences are no different:

1 If you[']ve ever donating to a creator and used Streamlabs you may want to check if you
2 automatically got signed up for their more premium service... since you already gave them
your credit card info they just use that to sign you up for Streamlabs at \$5 a month.

3 Did it to me.

4 Source: <https://twitter.com/GraysenMack/status/1460748139736944640> (last accessed January
5 11, 2022).

6 50. Subsequent to the filing of Plaintiff's complaint, Streamlabs changed its website to
7 add specific information about its automatic renewal policy, as well as information about how to
8 cancel a Streamlabs Pro automatic subscription.

9 **CLASS ACTION ALLEGATIONS**

10 51. Plaintiff brings this suit as a class action on behalf of herself and all others
11 similarly situated pursuant to Fed. R. Civ. P. 23. This action may be properly maintained as a
12 class action, as it satisfies the numerosity, commonality, typicality, adequacy, predominance, and
13 superiority requirements of Fed. R. Civ. P. 23.

14 52. Plaintiff seeks to represent a nationwide class comprised of all persons in the
15 United States who were enrolled in the Streamlabs Pro automatic renewal subscription after
16 adding a GIF or effect to their donation, and were then billed \$5.99 per month for the subscription
17 (the "Class").

18 53. Upon completion of discovery with respect to scope of the Class, Plaintiff reserves
19 the right to amend the Class definition. Excluded from the Class are Defendant, its parents, its
20 subsidiaries and affiliates, directors and officers, and members of their immediate families.

21 54. While the exact number of members cannot be determined, the Class consists of, at
22 a minimum, thousands of persons across the United States that were charged \$5.99 per month for
23 a Streamlabs Pro subscription that renews automatically. The members of the Class are therefore
24 so numerous that joinder of all members is impracticable. The precise number of Class members
25 and their identities are unknown to Plaintiff at this time but may be determined through
26 discovery.

27 55. There are common questions of law and fact exist as to all members of the Class,
28 including, but not limited to:

- 1 a. whether Defendant concealed or failed to adequately disclose that adding a
- 2 GIF or effect to a donation would enroll a Donator in a Streamlabs Pro
- 3 subscription;
- 4 b. whether Defendant concealed or failed to adequately disclose the automatic
- 5 renewal nature of a Streamlabs Pro subscription;
- 6 c. whether Defendant's conduct violated the CLRA, Cal. Civ. Code §1750, et
- 7 seq.;
- 8 d. whether Defendant's conduct constituted an unfair, unlawful, and/or
- 9 fraudulent business practice in violation of the California UCL, Cal. Bus.
- 10 & Prof. Code § 17200, et seq.;
- 11 e. whether Defendant's conduct damaged members of the Class and, if so, the
- 12 measure of those damages; and
- 13 f. whether all members of the Class are entitled to seek actual and punitive
- 14 damages, or other equitable relief, from Defendants.

15 56. Plaintiff's respective claims are typical of the claims of the Class because Plaintiff
16 and all Class members have sustained damages arising out of Streamlabs's common course of
17 conduct as outlined herein. The damages of each member of the Class were caused and are
18 continuing to be caused by Streamlabs's business practices.

19 57. Plaintiff will fairly and adequately represent and protect the interests of the other
20 Class members for purposes of Federal Rule of Civil Procedure 23(a)(4). Plaintiffs are committed
21 to pursuing this action and have retained competent counsel experienced in litigation of this type,
22 and class action litigation in particular. Plaintiff has no interests antagonistic to those of other
23 Class members.

24 58. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3)
25 because questions of law or fact common to class members predominate over any questions
26 affecting only individual members.

27 59. A class action is superior to other available methods for the fair and efficient
28 adjudication of this controversy. Since the damages suffered by individual Class members may be

1 relatively small, the expense and burden of individual litigation make it virtually impossible for
2 the respective Class members to seek redress for the wrongful conduct alleged. Plaintiff's
3 counsel, highly experienced in class action litigation, foresees little difficulty in the management
4 of this case a class action.

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **Violation of the California Consumers Legal Remedies Act**

8 **Cal. Civ. Code §§ 1750, et esq.**

9 60. Plaintiff hereby incorporates by reference all allegations made in the previous
10 paragraphs.

11 61. The conduct of Defendant alleged above constitutes an unfair or deceptive act or
12 practice in violation of the CLRA, Cal. Civ. Code §1750, et seq.

13 62. Cal. Civ. Code §1761(c) defines a "person" as "an individual, partnership,
14 corporation, limited liability company, association, or other group, however organized."
15 Defendant is a person as defined by Cal. Civ. Code §1761(c).

16 63. Cal. Civ. Code § 1761(d) defines a "consumer" as "an individual who seeks or
17 acquires, by purchase or lease, any goods or services for personal, family, or household
18 purposes." Plaintiff and Class members are consumers as defined by Cal. Civ. Code § 1761(d).

19 64. Cal. Civ. Code § 1761(e) defines a "transaction" as "an agreement between a
20 consumer and another person, whether or not the agreement is a contract enforceable by action,
21 and includes the making of, and the performance pursuant to, that agreement." Plaintiff's
22 enrollment to Streamlabs Pro subscription was a transaction under Cal. Civ. Code § 1761(e).

23 65. The California CLRA prohibits "unfair or deceptive acts or practices undertaken
24 by any person in a transaction intended to result or that results in the sale . . . of services to any
25 consumer," which, among other instances enumerated in the CLRA, include: "Representing that
26 goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
27 quantities that they do not have . . ." (§ 1770(a)(5)); or "Advertising goods or services with intent
28 not to sell them as advertised" (§ 1770(a)(9)).

1 66. Defendant's conduct complained of herein violates Cal. Civ. Code § 1770(a)(5) in
2 that Defendant misrepresented that Streamlabs Pro had the characteristic of being a one-time
3 purchase, which in fact it did not have.

4 67. As described above, when Donators added a GIF or an effect to their donation
5 alerts, they saw a line item showing the \$5.99 cost for Streamlabs Pro and a notice stating the
6 \$5.99 covers a month worth of service on the Confirmation Page. This presentation is misleading
7 because it creates an impression that Streamlabs will only impose on them a one-time charge of
8 \$5.99 for using Streamlabs Pro service. However, the truth is that after the first month,
9 Streamlabs Pro automatically renews on a monthly basis, resulting in repeated charges on
10 Donators' credit or debit cards for its service until the subscription is cancelled.

11 68. Defendant's conduct complained of herein violates Cal. Civ. Code § 1770(a)(9) in
12 that knowing Streamlabs Pro will be automatically renewed every month until it is cancelled, it
13 still deceptively advertised Streamlabs Pro as a service that costs \$5.99 per month, without
14 specifically mentioning that it would be automatically renewed.

15 69. As described above, Defendant advertised that the monthly fee for Streamlabs Pro
16 is \$5.99. However, Defendant did not intend to sell Streamlabs Pro as advertised because it knew
17 that the potential cost of Streamlabs Pro is likely to go beyond \$5.99 until the subscription is
18 cancelled because it automatically renews. In reality, after Defendant charged Donators \$5.99 for
19 using Pro features in the first month, it continues to charge them every month without providing
20 advance notice thereof or obtaining any authorization or consent from Donators until the
21 subscription is cancelled.

22 70. The presentations set forth above are of material facts that a reasonable consumer
23 would have considered important in deciding whether to use a GIF or an effect to their donation
24 alerts and to get enrolled in Streamlabs Pro. Plaintiff and class members justifiably relied upon
25 Defendant's misrepresentations to their detriment.

26 71. Plaintiff and the other members of the Class have been, and continue to be, injured
27 as a direct and proximate result of Streamlabs's violations of Cal. Civ. Code § 1770, and are
28 entitled to seek recovery, as well as to pursue costs and attorneys' fees under § 1780(e).

1 subscription fee was automatically added to the total amount of the charge. The Confirmation
2 Page also contained a link, which is embedded in a notice about the \$5.99 monthly charge, to the
3 Streamlabs Pro Website that covers some features of Streamlabs Pro subscription. Nowhere on
4 the tip page, the Confirmation Page, or the Streamlabs Pro Website did Defendant disclose to the
5 Donators that at the end of the service period, Streamlabs Pro would automatically renew for an
6 additional month and will continue to do so until cancelled; nor did Defendant disclose that the
7 renewal will impose recurring charges to their credit or debit cards through PayPal or other third
8 party payment processors until the subscription is cancelled. As a result of Defendant's actions,
9 Plaintiff and members of the Class have been unknowingly charged \$5.99 per month when their
10 Streamlabs Pro subscription automatically renewed.

11 80. Defendant's conduct is unlawful, and thus amounts to unfair competition as set
12 forth in the UCL, in that it violates, among other things, California Civil Code §§ 1572, 1709 and
13 1710, as well as California Business & Professions Code § 17500.

14 81. Defendant willfully deceived Plaintiff and Class members by omitting to disclose
15 the automatic renewal function of Streamlabs Pro subscription and misrepresenting the potential
16 cost of signing up for a Streamlabs Pro automatic renewal subscription until it is cancelled with
17 the intent to induce them to alter their positions to their injury. Defendant's concealment of the
18 automatic renewal terms of Streamlabs Pro, as well as its representation about the cost of
19 Streamlabs Pro on the Confirmation Page and the Streamlabs Pro Website were misleading. Also,
20 Defendant knew, or by exercising reasonable care should have known, such representations were
21 misleading.

22 82. As described above, Defendant failed to make Plaintiff and the Class members
23 aware of the automatic renewal nature of Streamlabs Pro subscription, such as the automatic
24 renewal arrangement and the recurring charges on their credit or debit cards as part of the
25 automatic renewal plan. By virtue of the omission, Plaintiff and the Class members were misled
26 to believe that the \$5.99 fee imposed by Defendant is a one-time, instead of repeating charges for
27 Streamlabs Pro service.
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1 83. Defendant knowingly placed recurring monthly charges and retained wrongful
2 funds from Plaintiff and members of the Class. Therefore, the Defendant acted with conscious
3 disregard for the rights of Plaintiff and members of the Class.

4 84. Defendant's conduct is unfair, and thus amounts to unfair competition as set forth
5 in the UCL, in that it is immoral, unethical, oppressive, unscrupulous and substantially injurious
6 to the Donators who end up with unexpected, continuous charges that cause financial distress.
7 Thousands of consumers in the nation have been paying for a service that they don't believe they
8 are enrolled in and, therefore, don't use.

9 85. As a direct and proximate cause of Defendant's violations of the UCL, Plaintiffs
10 and the Class suffered an injury in fact and have suffered monetary harm. Defendant, on the other
11 hand, has been unjustly enriched and should be required to make restitution to Plaintiff and the
12 class pursuant to Business & Professions Code § 17203.

13 86. A constructive trust should be imposed upon all wrongful or inequitable proceeds
14 received by Defendant traceable to Plaintiff and members of the Class.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
17 requests that the Court award the following relief:

- 18 a. Certify this action as a class action pursuant to Federal Rule of Civil
19 Procedure 23;
- 20 b. Appoint Plaintiff as representative of the Class, and designate the
21 undersigned as Class Counsel;
- 22 c. Declare Defendant's conduct unlawful;
- 23 d. Award Plaintiff and the Class damages under common law and by statute,
24 including punitive damages;
- 25 e. Grant Plaintiff and the Class payment of the costs of prosecuting this action,
26 including expert fees and expenses;
- 27 f. Grant Plaintiff and the Class payment of reasonable attorneys' fees; and
28 g. Grant such other equitable relief as the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff and the Class members demand a trial by jury on all triable issues.

Dated: July 5, 2022

Respectfully submitted,

/s/ Patricia Avery
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