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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

VIKRAM SINGH, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ADOBE INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

- (1) UNFAIR COMPETITION
- (2) CONVERSION
- (3) FALSE ADVERTISING
- (4) VIOLATION OF CALIFORNIA'S
CONSUMERS LEGAL REMEDIES ACT
- (5) UNJUST ENRICHMENT /
RESTITUTION
- (6) NEGLIGENT MISREPRESENTATION
- (7) FRAUD

DEMAND FOR JURY TRIAL

1 Plaintiff Vikram Singh (“Plaintiff”) brings this action on behalf of himself and all others
2 similarly situated against Defendant Adobe Inc., (“Adobe” or “Defendant”). Plaintiff makes the
3 following allegations pursuant to the investigation of his counsel and upon information and belief,
4 except as to allegations specifically pertaining to himself and his counsel, which are based on
5 personal knowledge.

6 **INTRODUCTION**

7 1. This is a putative class action lawsuit against Defendant for engaging in an illegal
8 “automatic renewal” scheme with respect to its subscription plans for Adobe software products and
9 services that are available exclusively to consumers who enroll in Defendant’s auto-renewal
10 membership programs (collectively, the “Adobe Subscriptions,” enumerated below) through its
11 website at www.adobe.com (the “Adobe Website”). Defendant is a leading industry computer
12 software developer who offers a wide range of document, photo and video editing platforms.
13 Defendant offers paid Adobe Subscriptions that allow consumers to view, make, manage, upload,
14 and share a variety of content useful for students, creative professionals, small businesses, and
15 large enterprises. The Adobe Subscriptions provide consumers with access to a broader range of
16 features than are unavailable through a free membership, including exclusive access to additional
17 tools and features. Relevant to Plaintiff’s allegations, when consumers sign up for the Adobe
18 Subscriptions, Defendant surreptitiously enrolls consumers into a program that automatically
19 renews the Adobe Subscriptions from month-to-month or year-to-year resulting in monthly or
20 annual charges to the consumer’s credit card, debit card, or third-party payment account (“Payment
21 Method”). In doing so, Defendant fails to provide the requisite disclosures and authorizations
22 required to be made to California consumers under California’s Automatic Renewal Law (“ARL”),
23 Cal. Bus. Prof. Code §§ 17600, *et seq.*

24 2. Defendant markets, advertises, and sells paid memberships to the Adobe
25 Subscriptions through the Adobe Website, which include, without limitation, automatic renewal
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1 programs for the following platforms: Creative Cloud All Apps,¹ Acrobat Pro,² Photoshop,³
2 Illustrator,⁴ InDesign,⁵ Premiere Pro,⁶ After Effects,⁷ Lightroom,⁸ Animate,⁹ Dreamweaver,¹⁰

3
4 ¹ Creative Cloud All Apps contains Adobe's ultimate toolkit of apps and tools. The membership
5 offers a comprehensive platform that includes twenty of Adobe's most popular tools used to create,
6 edit, share, and view digital content. The membership is mostly intended for creative professionals
7 and cater to a wide range of business and personal needs. The subscription includes free to
8 download apps, namely, Photoshop Express, Character Animator, Capture, Fresco, Bridge, Media
9 Encoder, Aero, Scan, Fill & Sign, and Acrobat Reader. It is offered with a free 7-day trial,
10 followed by an automatically renewing membership for \$59.99 per month, \$659.88 per year, or
11 \$89.99 per month with no annual commitment.

12 ² Adobe Acrobat Pro is offered as a part of the Creative Cloud All Apps subscription, or as a
13 standalone subscription. allows users to create, edit, and manage PDF's, with various tools. The
14 software provides features such as combining, compressing, commenting, signing, and merging
15 PDF's. As a standalone subscription, Adobe Acrobat Pro automatically renews for \$19.99 per
16 month with an annual commitment, \$239.88 per year, or \$29.99 per month with no annual
17 commitment.

18 ³ Photoshop is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
19 subscription. It provides users with the platform to create, edit and design images with a full suite
20 of unique tools that incorporate AI. Photoshop automatically renews for \$19.99 per month with an
21 annual commitment, or \$239.88 per year paid upfront.

22 ⁴ Illustrator is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
23 subscription. Illustrator uses AI to provide tools to create logos, package designs, and graphics.
24 The subscription automatically renews for \$22.99 per month with an annual commitment, \$263.88
25 per year, or \$34.49 per month with no annual commitment.

26 ⁵ InDesign is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
27 subscription. It is an app where users can design and publish material in layouts fit to create books,
28 magazines, posters, and various other digital and physical content. The subscription automatically
renews for \$22.99 per month with an annual commitment, \$263.88 per year, or \$34.49 per month
with no annual commitment.

⁶ Adobe Premiere Pro is offered as a part of the Creative Cloud All Apps subscription, or as a
standalone subscription. It offers tools for users to edit, trim, and add effects to their videos, among
other things. The platform contains hundreds of unique tools powered by AI to create, modify, and
customize videos. The subscription automatically renews for \$22.99 per month with an annual
commitment, \$263.88 per year, or \$34.49 per month with no annual commitment.

⁷ After Effects is included in the Creative Cloud All Apps subscription and as a standalone
subscription. It provides users with a platform to create motion graphics, animations, visual effects,
and 3D images, amongst other features. The subscription automatically renews for \$22.99 per
month with an annual commitment, \$263.88 per year, or \$34.49 per month with no annual
commitment.

⁸ Lightroom (1TB) is included in the Creative Cloud All Apps subscription and as a standalone
subscription. It hosts a platform where users can edit, organize and share photos, with various
editing features. The subscription automatically renews for \$9.99 per month with an annual
commitment, or \$119.88 per year with an annual prepaid plan.

⁹ Animate is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
subscription. It offers design and interactive tools to create animations fit for TV shows, games,

1 Audition,¹¹ InCopy,¹² Adobe Express,¹³ and Adobe Firefly¹⁴—collectively, the (“Adobe
2 Subscriptions”).

3 3. Consumers can sign up for Defendant’s Adobe Subscriptions through the Adobe
4 Website. To do so, consumers provide Defendant with their billing information, and Defendant
5 then automatically charges its customers’ Payment Method as payments are due on a monthly or
6 yearly basis. Defendant is then able to unilaterally charge its customers renewal fees without their
7 consent, as it is in possession of its customers’ Payment Method. Thus, Defendant has made the
8 deliberate decision to charge Plaintiff and other similarly situated customers on a recurring basis,
9 relying on consumer confusion and inertia to retain customers, combat consumer churn, and
10 bolster its revenues.

11 4. Pursuant to the ARL, online retailers who offer automatically renewing
12 subscriptions to California consumers must: (i) provide the complete automatic renewal offer
13 terms in a clear and conspicuous manner and in visual proximity to the request for consent prior to
14

_____ and web. The subscription automatically renews for \$22.99 per month with an annual commitment,
15 \$263.88 per year, or \$34.49 per month with no annual commitment.

16 ¹⁰ Dreamweaver is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
17 subscription. Using Dreamweaver, users can code and set up webpages using templates that are
18 customizable. The subscription automatically renews for \$22.99 per month with an annual
19 commitment, \$263.88 per year, or \$34.49 per month with no annual commitment.

20 ¹¹ Audition is offered as a part of the Creative Cloud All Apps subscription, or as a standalone
21 subscription. It provides users with the tools to create, mix, and design sound effects with a variety
22 of expert level tools to deliver a variety of different sound content. The subscription automatically
23 renews for \$22.99 per month with an annual commitment, \$263.88 per year, or \$34.49 per month
24 with no annual commitment.

25 ¹² InCopy is offered as part of the Creative Cloud All Apps subscription and also available as a
26 standalone subscription. It is a tool that lets users collaborate with other copywriters and editors on
27 the same document. InCopy allows writers to edit, style text, and track changes simultaneously.
28 The subscription automatically renews for \$4.99 per month with an annual commitment, \$59.88
per year, or \$7.49 per month with no annual commitment.

¹³ Adobe Express is a comprehensive toolkit for content creation that includes tools to edit and
design content with generative AI. It creates content meant for a variety of different social media
platforms. The subscription automatically renews for \$9.99 per month with no annual commitment
or \$99.99 per year.

¹⁴ Adobe Firefly is included in the Creative Cloud All Apps subscription and also available as a
standalone subscription. The platform utilizes generative AI to allow users to transform ideas into
content that can be edited and shared. The subscription automatically renews for \$4.99 per month
with no annual commitment or \$49.99 per year.

1 completion of the enrollment process, *see* Cal. Bus. Prof. Code § 17602(a)(1); (ii) obtain
2 consumers’ affirmative consent prior to charging their Payment Methods in connection with the
3 subscriptions, *see id.* § 17602(a)(2); and (iii) provide an acknowledgment that includes the
4 automatic renewal offer terms and identifies a cost-effective, timely, and easy-to-use mechanism
5 for consumers to cancel their subscriptions, *see id.* §§ 17602(a)(3), 17602(c).

6 5. Consumers who purchase the Adobe Subscriptions do so either by (a) opting into a
7 seven-day free trial which automatically renews as a paid yearly subscription (charged monthly) at
8 the end of the trial period, (b) a paid monthly subscription, or (c) a paid yearly subscription. As
9 discussed in greater detail below, the enrollment process for Adobe Subscriptions on the Adobe
10 Website uniformly violates each of the core requirements of the ARL. Defendant also makes it
11 exceedingly difficult and unnecessarily confusing for consumers to cancel their Adobe
12 Subscriptions.

13 6. Specifically, Defendant systematically violates the ARL by: (i) failing to present the
14 automatic renewal offer terms in a clear and conspicuous manner and in visual proximity to the
15 request for consent to the offer before the subscription or purchasing agreement is fulfilled, in
16 violation of Section 17602(a)(1); (ii) charging consumers’ Payment Methods without first obtaining
17 their affirmative consent to the agreement containing the automatic renewal offer terms, in violation
18 of Section 17602(a)(2); and (iii) failing to provide an acknowledgment that includes the automatic
19 renewal offer terms, cancellation policy, and information regarding how to cancel in a manner that
20 is capable of being retained by the consumer, in direct violation of Section 17602(a)(3). *See* Cal.
21 Bus. & Prof. Code §§ 17602(a)(1)-(3); *see also id.* § 17601(b)(1)-(5) (setting forth the definition of
22 “automatic renewal offer terms” as used in Cal. Bus. Prof. Code § 17602(a)). The acknowledgment
23 email also fails to disclose a toll-free telephone number or describe another cost-effective, timely,
24 and easy-to-use mechanism for cancellation. In fact, Defendant makes it exceedingly difficult and
25 unnecessarily confusing for consumers to cancel their Adobe Subscriptions, in violation of Section
26 17602(c) of the ARL.

27 7. As a result, Defendant’s Adobe Subscriptions are deemed to be “unconditional gifts”
28 under the ARL, entitling Plaintiff and the Class to restitution. *See* Cal. Bus. & Prof. Code § 17603.

1 hefty Early Termination Fee. In May 2023, Plaintiff Singh successfully canceled his yearly Adobe
2 Subscription by paying a lower Early Termination Fee, which by then amounted to \$15.00 plus
3 tax.

4 10. As a direct result of Defendant’s violations of the ARL as alleged herein, Mr. Singh
5 suffered economic injury. The facts giving rise to Mr. Singh’s claims are materially the same as
6 those of the Class he seeks to represent.

7 11. Defendant Adobe.com, Inc. (“Adobe” or “Defendant”) is a Delaware corporation
8 with its corporate headquarters and principal place of business located at 345 Park Avenue, San
9 Jose, CA 95110. Founded in 1982 by John Warnock and Charles Geschke, Adobe evolved from a
10 small software startup into a global leader in digital media and marketing solutions. Defendant’s
11 business began with a focus on developing PostScript¹⁶ page description language. Following its
12 initial success, Adobe quickly expanded its portfolio to include groundbreaking software such as
13 Adobe Illustrator and Adobe Photoshop which revolutionized digital design and image editing.
14 Over the years, Adobe has continued to grow its software offerings by introducing products like
15 Adobe Acrobat, Adobe Flash, and the Adobe Creative Suite. In 2012, Adobe made a significant
16 shift from offering free access to its products to a subscription-based business model coined the
17 Adobe Creative Cloud—a software platform providing consumers with a comprehensive suite of
18 exclusive creative editing tools. Today, Adobe Creative Cloud has led Defendant to attain a virtual
19 monopoly in the industry. As of the first quarter of 2024, Adobe is the leading application
20 development company in the United States, with an estimated market share of nearly 61%.¹⁷

21 12. Defendant offers access to certain exclusive content, products, and/or services on a
22 contract or fee basis to customers who enroll in the automatically renewing Adobe Subscriptions.

23 _____
24 ¹⁶ PostScript is a page description language (PDL) developed by Adobe Systems in 1982. It is
25 primarily used in the electronic and desktop publishing areas for defining the layout and
26 appearance of documents. PostScript files can be created by various programs and then interpreted
27 by PostScript interpreters to render the documents accurately on different output devices, such as
28 printers and displays. <https://www.adobe.com/products/postscript/pdfs/PLRM.pdf> (last accessed
June 20, 2024).

¹⁷ <https://6sense.com/tech/application-development/adobe-market-share> (last accessed June 20,
2024).

1 Defendant owns and operates the Adobe Subscriptions, which it markets to consumers through its
2 Website. Defendant is responsible for the promotion, advertisement, and/or marketing of the
3 Adobe Subscriptions, and it owns and operates the Adobe Website. Defendant sells – and, at all
4 times during the Class Period, sold – the Adobe Subscriptions in California and has done business
5 throughout California and the United States.

6 13. Plaintiff reserves the right to amend this Complaint to add different or additional
7 defendants, including without limitation any officer, director, employee, supplier, or distributor of
8 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and
9 deceptive conduct alleged herein.

10 **JURISDICTION AND VENUE**

11 14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
12 amended by the Class Action Fairness Act of 2005 (“CAFA”), because this case is a class action
13 where the aggregate claims for all members of the proposed class are in excess of \$5,000,000.00,
14 exclusive of interests and costs, there are over 100 members of the putative class, and Plaintiff, as
15 well as most members of the proposed class, is a citizen of a state different from Defendant.

16 15. This Court has personal jurisdiction over the parties because Plaintiff resides in
17 California, is a citizen of California, and submits to the jurisdiction of the Court, and because
18 Defendant has, at all times relevant hereto, systematically and continually conducted, and
19 continues to conduct, business in California, including within this District. Defendant therefore
20 has sufficient minimum contacts with this state, including within this District and/or intentionally
21 availed itself of the benefits and privileges of the California consumer market through the
22 promotion, marketing, and sale of its products and/or services to residents within this District and
23 throughout California. Additionally, Defendant is headquartered in this District and it marketed
24 and sold the Adobe Subscription to Plaintiff in this District.

25 16. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because
26 a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this
27 District. Also, Plaintiff resides in this District and purchased Defendant’s Adobe Subscription in
28 this District. Moreover, Defendant systematically conducts business in this District and

1 throughout the State of California, and it distributed, advertised, and sold the Adobe Subscriptions
2 to Plaintiff and Class Members in this State and District.

3 **FACTUAL BACKGROUND**

4 **A. Background On The Subscription e-Commerce Industry**

5 17. The e-commerce subscription model is a business model in which retailers provide
6 ongoing goods or services “in exchange for regular payments from the customer.”¹⁸ Subscription
7 e-commerce services now target a wide range of customers and cater to a variety of specific
8 interests. Given the prevalence of online and e-commerce retailers, subscription e-commerce has
9 grown rapidly in popularity in recent years. Indeed, the “subscription economy has grown more
10 than 400% over the last 8.5 years as consumers have demonstrated a growing preference for access
11 to subscription services[.]”¹⁹ Analysts at UBS predict that the subscription economy will expand
12 into a \$1.5 trillion market by 2025, up from \$650 billion in 2020.²⁰ That constitutes an average
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18 ¹⁸ Core DNA, *How to Run an eCommerce Subscription Service: The Ultimate Guide* (May 19,
19 2020), <https://www.coredna.com/blogs/ecommerce-subscription-services>.

20 ¹⁹ Business Insider, *Taco Bell’s taco subscription is rolling out nationwide — here’s how to get it*
21 (Jan. 6, 2022), <https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1> (internal quotation marks omitted).

22 ²⁰ See UBS, *Investing in digital subscriptions* (Mar. 10, 2021),
23 <https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html> (“[A]t close to USD 650 billion in 2020, we expect the
24 subscription economy to expand into a USD 1.5 trillion market by 2025, implying an average
annual growth rate of 18%.”).

25 *See also* Subscribed, *UBS Declares: It’s Worth Investing in the Subscription Economy* (Apr. 17,
26 2021), <https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-the-subscription-economy>; Business 2 Community, *The Subscription Economy Is Booming Right Now. But Are You Reaping the Full Benefits?* (Oct. 7, 2021),
27 <https://www.business2community.com/ecommerce/the-subscription-economy-is-booming-right-now-but-are-you-reaping-the-full-benefits-02434851>.
28

1 annual growth rate of 18%, which makes the subscription economy “one of the fastest-growing
2 industries globally.”²¹

3 18. The production, sale, and distribution of subscription-based products and services is
4 a booming industry that has exploded in popularity over the past few years. According to *Forbes*,
5 “[t]he subscription e-commerce market has grown by more than 100% percent a year over the past
6 five years, with the largest retailers generating more than \$2.6B in sales in 2016, up from \$57.0M
7 in 2011.”²² Following 2016, market growth within the industry increased exponentially, reaching
8 \$650 billion in 2020.²³ “As such, the financials of companies with subscription business models[]
9 ... improved dramatically in 2020 thanks to limited revenue volatility and strong cash flow
10 generation.”²⁴ Thus, “[t]he share prices of most subscription companies have performed well in
11 recent years.”²⁵

12 19. The expansion of the subscription e-commerce market shows no signs of slowing.
13 “We’re now in the subscriptions era, and the pandemic is accelerating its takeover. During the
14 COVID-19 lockdowns, many digital-based subscription business models fared well due to their
15 promise of convenience and strong business continuity.”²⁶ According to *The Washington Post*,
16 “[s]ubscriptions boomed during the coronavirus pandemic as Americans largely stuck in shutdown
17 mode flocked to digital entertainment[.] ... The subscription economy was on the rise before the
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19 ²¹ UBS, *Investing in digital subscriptions* (Mar. 10, 2021), *supra* (“[Growth] was seen across many
20 areas, including e-commerce, video streaming, gaming, cloud-based applications, etc.”); *see also*
21 Juniper Research, *Subscriptions For Physical Goods To Overtake Digital Subscriptions By 2025;*
22 *Growing To Over \$263bn Globally* (Oct. 12, 2020),
<https://www.juniperresearch.com/press/subscriptions-for-physical-goods-to-overtake>
23 (acknowledging “the significant lead the digital sector has had in th[e] area[of digital service
24 subscriptions]”).

25 ²² *Forbes*, *The State Of The Subscription Economy, 2018* (Mar. 4, 2018),
26 [https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-](https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef)
27 [2018/#6ad8251a53ef](https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef).

28 ²³ *See* UBS, *Investing in digital subscriptions* (Mar. 10, 2021), *supra*.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

1 pandemic, but its wider and deeper reach in nearly every industry is expected to last, even after the
 2 pandemic subsides in the United States.”²⁷

3 20. However, as *The Washington Post* has noted, there are downsides associated with
 4 the subscription-based business model.²⁸ While the subscription e-commerce market has low
 5 barriers and is thus easy to enter, it is considerably more difficult for retailers to dominate the
 6 market due to the “highly competitive prices and broad similarities among the leading players.”²⁹
 7 In particular, retailers struggle with the fact that “[c]hurn rates are high, [] and consumers quickly
 8 cancel services that don’t deliver superior end-to-end experiences.”³⁰ Yet, retailers have also
 9 recognized that, where the recurring nature of the service, billing practices, or cancellation process
 10 is unclear or complicated, “consumers may lose interest but be too harried to take the extra step of
 11 canceling their membership[s].”³¹ As these companies have realized, “[t]he real money is in the
 12 inertia.”³² As a result, “[m]any e-commerce sites work with third-party vendors to implement
 13 more manipulative designs.”³³ That is, to facilitate consumer inertia, a number of subscription e-
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15 ²⁷ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to*
 16 *blame* (June 1, 2021), [https://www.washingtonpost.com/business/2021/06/01/subscription-boom-](https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/)
 17 [pandemic/](https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/) (noting that “e-commerce and entertainment subscriptions to sites such as Netflix, Hulu
 18 [and Disney Plus made headlines during the pandemic for soaring growth”\).](https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/)

18 ²⁸ The Washington Post, *Little-box retailing: Subscription services offer new possibilities to*
 19 *consumers, major outlets* (Apr. 7, 2014),
 20 [https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-](https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html)
 21 [8d62-419db477a0e6_story.html](https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html).

21 ²⁹ McKinsey & Company, *Thinking inside the subscription box: New research on e-commerce*
 22 *consumers* (Feb. 2018), [https://www.mckinsey.com/industries/technology-media-and-](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0)
 23 [telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0)
 24 [ecommerce-consumers#0](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0).

25 ³⁰ *Id.*

26 ³¹ The Washington Post, *Little-box retailing: Subscription services offer new possibilities to*
 27 *consumers, major outlets* (Apr. 7, 2014),
 28 [https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-](https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html)
 29 [8d62-419db477a0e6_story.html](https://www.washingtonpost.com/business/economy/tktkttk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html).

30 ³² *Id.*

31 ³³ Business Insider, *A new study from Princeton reveals how shopping websites use 'dark patterns'*
 32 *to trick you into buying things you didn't actually want* (Jun. 25, 2019),
 33 <https://www.businessinsider.com/dark-patterns-online-shopping-princeton-2019-6>.

1 commerce companies, including Defendant, “are now taking advantage of subscriptions in order to
2 trick users into signing up for expensive and recurring plans. They do this by intentionally
3 confusing users with the design and flow of their Website and Apps, *e.g.*, by making promises of
4 ‘free trials’ that convert after only a matter of days, and other misleading tactics,” such as failure to
5 fully disclose the terms of its automatic renewal programs.³⁴

6 21. To make matters worse, once enrolled in the subscription, “[o]ne of the biggest
7 complaints consumers have about brand/retailers is that it’s often difficult to discontinue a
8 subscription marketing plan.”³⁵ Moreover, “the rapid growth of subscriptions has created a host of
9 challenges for the economy, far outpacing the government’s ability to scrutinize aggressive
10 marketing practices and ensure that consumers are being treated fairly, consumer advocates say.”³⁶
11 For instance, numerous companies, including Defendant, have resorted to using “dark patterns” on
12 their e-commerce platforms. A dark pattern is “a user interface carefully crafted to trick users into
13 doing things they might not otherwise do, such as ... signing up for recurring bills.”³⁷ Thus,
14 although “Federal Trade Commission regulators are looking at ways to make it harder for
15 companies to trap consumers into monthly subscriptions that drain their bank accounts[and]
16 attempting to respond to a proliferation of abuses by some companies over the past few years[,]”³⁸
17 widespread utilization of misleading dark patterns and deliberate omissions persist.

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20 ³⁴ TechCrunch, *Sneaky subscriptions are plaguing the App Store* (Oct. 15, 2018),
<https://techcrunch.com/2018/10/15/sneaky-subscriptions-are-plaguing-the-app-store/>.

21 ³⁵ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to*
22 *blame* (June 1, 2021), *supra* (“‘Subscription services are a sneaky wallet drain,’ said Angela
23 Myers, 29, of Pittsburgh. ‘You keep signing up for things and they make it really hard to
24 cancel.’”); *see also* New Media and Marketing, *The problem with subscription marketing* (Mar. 17,
2019), <https://www.newmediaandmarketing.com/the-problem-with-subscription-marketing/>.

25 ³⁶ *Id.*

26 ³⁷ UX Design, *Dark patterns in UX: how designers should be responsible for their actions* (Apr.
27 15, 2018), <https://uxdesign.cc/dark-patterns-in-ux-design-7009a83b233c> (quoting UX designer
Harry Brignull (PhD Cognitive Science), who coined the term “Dark Patters” in August 2010).

28 ³⁸ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to*
blame (June 1, 2021), *supra*.

22. Adobe successfully capitalized on this demand by transitioning from selling physical software to using a ‘software as a service’ model (“SaaS”). Whereas before Adobe took approximately 18 months to develop products that cost between \$1,300 to \$2,600, now, Adobe offers its products for as little as \$4.99 to \$29.99 per month, thus enabling it to grow rapidly. In 2023, Defendant reported that recurring revenue grew 12% over the preceding year, leading analysts to estimate that over 33 million subscribers used Defendant’s services.³⁹

B. Defendant’s Dark Patterns And Online Consumer Complaints About the Adobe Subscriptions

23. Defendant’s recent growth in revenue and subscriber count with respect to its Adobe Subscriptions coincides with a sharp decline in subscriber satisfaction as the Adobe Subscriptions and the platforms from which they operate have become riddled with “dark patterns.” Specifically, Defendant has used various types of dark patterns, including but not limited to “Roach Motel,”⁴⁰ “Misdirection,”⁴¹ and “Forced Continuity,”⁴² in order to prevent users from canceling their Adobe Subscriptions by way of adopting complex cancellation procedures to increase the friction in the subscription cancellation process. Defendant’s utilization of these dark patterns – especially in conjunction with its failure to fully disclose the terms of its automatic-

³⁹ See Adobe, *Adobe Reports Record Q4 and Fiscal 2023 Revenue* (Dec. 13, 2023), https://news.adobe.com/news/news-details/2023/Adobe-Reports-Record-Q4-and-Fiscal-2023-Revenue/default.aspx?clickref=1100lyrPPXgX&mv=affiliate&mv2=pz&as_camptype=&as_channel=affiliate&as_source=partnerize&as_campaign=prodesigntools; See also Pro Design Tools, *Adobe Creative Cloud Adoption Grows to 33 Million Paid Members*, (Jan. 23, 2023), <https://prodesigntools.com/number-of-creative-cloud-subscribers.html>. (last accessed May 13, 2024).

⁴⁰ “Roach Motel” refers to a “design [that] makes it very easy for [consumers] to get into a certain situation, but then makes it hard for [consumers] to get out of it (e.g. a subscription).” <https://www.darkpatterns.org/types-of-dark-pattern/roach-motel>.

⁴¹ “Misdirection” is a type of dark pattern where a website’s “design purposefully focuses [customers’] attention on one thing in order to distract [them] attention from another.” In many cases, “[w]hat’s deceptive is the way [the website] presents [purchase] options: it uses misdirection to hide what is actually happening[.]” <https://www.darkpatterns.org/types-of-dark-pattern/misdirection>.

⁴² One example of “Forced Continuity,” another type of dark pattern, is where customers’ sign up for a “free trial with a service[that] comes to an end and [their] credit card silently starts getting charged without any warning. [The subscriber is] are then not given an easy way to cancel the automatic renewal.” <https://www.darkpatterns.org/types-of-dark-pattern/forced-continuity>.

1 renewal programs (discussed further below) – has led to a reduction in churn rates by making it
2 next to impossible for subscribers to cancel their Adobe Subscriptions. It has further led to an
3 increase in accidental or unintentional sign-ups by consumers for paid Adobe Subscriptions, in
4 effect increasing subscriber count and, thus, Defendant’s overall revenues from renewal fees.⁴³

5 24. Defendant’s use of dark patterns is so egregious that the company’s practices
6 earned it a spot on the Deceptive Patterns’ “Hall of Shame”.⁴⁴ One of the threads pinned by
7 Deceptive Patterns on Twitter delineates “[h]ow Adobe tricks users into a 12 month contract.”⁴⁵
8 Although the Twitter thread illustrates the dark patterns evident as of February 2022, little has
9 been rectified since. If anything, the Adobe Subscription signup interface has only become more
10 cluttered and deceptive, as outlined in greater detail below.

11 25. In fact, the Federal Trade Commission recently filed a complaint against Defendant
12 for various deceptive practices in its enrollment process, including the deceptive design of the
13 checkout page of its Website, the Early Termination Fee, and the difficult cancellation
14 mechanism—overlapping with the issues challenged in this action.⁴⁶

15 26. Defendant continues to employ these deceptive tactics to lure consumers into
16 enrolling and remaining enrolled, in paid Adobe Subscription programs. Defendant’s conduct has
17 drawn the attention and ire of customers across the country, with countless angry customers taking
18 to the Internet to voice their discontent over Defendant’s deceitful tactics.

19
20 ⁴³ See Gizmodo, *Pervasive ‘Dark Patterns’ Are Fooling People Into Signing Up for Services They*
21 *Don’t Want* (Sep. 15, 2022), [https://gizmodo.com/dark-patterns-ui-cancel-subscription-](https://gizmodo.com/dark-patterns-ui-cancel-subscription-1849542166)
22 [1849542166](https://gizmodo.com/dark-patterns-ui-cancel-subscription-1849542166) (“As much as you think you have full control of you and your wallet, it’s getting
23 increasingly difficult for anybody using an app or a website to avoid getting suckered into
24 surrendering your money or personal information to misleading or tricky UI design. ... Tech
25 companies and online retailers [] lure users into signing up for subscription services while
obscuring costs or charges, then making it difficult to actually cancel. Some dark patterns include
confusing users in dense terms of service to obscure key limitations of products or junk fees
attached to their use.”)

26 ⁴⁴ See <https://www.deceptive.design/brands/adobe> (last accessed June 20, 2024).

27 ⁴⁵ See <https://twitter.com/darkpatterns/status/1489901640777973768> (last accessed June 20, 2024).

28 ⁴⁶ [www.ftc.gov/news-events/news/press-releases/2024/06/ftc-takes-action-against-adobe-](https://www.ftc.gov/news-events/news/press-releases/2024/06/ftc-takes-action-against-adobe-executives-hiding-fees-preventing-consumers-easily-cancelling)
[executives-hiding-fees-preventing-consumers-easily-cancelling](https://www.ftc.gov/news-events/news/press-releases/2024/06/ftc-takes-action-against-adobe-executives-hiding-fees-preventing-consumers-easily-cancelling)

1 27. For instance, numerous subscribers have left scathing reviews on the Better
2 Business Bureau website, complaining of confusion regarding obscured or undisclosed
3 subscription terms, such as Defendant's unclear free trials, billing practices and the confusing
4 cancellation policy associated with the Adobe Subscriptions.⁴⁷



Initial Complaint
03/07/2024

Complaint Type: Product Issues
Status: Answered

5
6 I am writing to express my dissatisfaction with the Adobe Acrobat Pro subscription process
7 and to request an immediate refund and cancellation of my plan. On February 1, 2024, I
8 signed up for a free 7-day trial of Acrobat Pro. The impression given by your company was
9 that at the end of the trial, I would be billed \$19.99 per month to continue using the product.
10 However, I was not reminded to cancel my trial, and I was completely unaware of any
11 upcoming charges, as I did not use the product at all during the trial period. Upon attempting
12 to cancel my service, I was shocked to discover that I had been subscribed to approximately
13 20 Adobe products without my consent, and that my monthly fee was actually part of a
14 yearly fee, for which I was paying in installments. This was not made explicit at the time of
15 sign-up; the terms suggested that this was a monthly service bill, not an annual
16 subscription. Furthermore, Adobe had the audacity to charge me an early cancellation fee of
17 \$99.95. This is unacceptable, as the terms of the subscription were not clear, and the plan
18 was falsely advertised as a monthly subscription. Additionally, I was not provided with any
19 reminders to cancel the trial before being charged. I demand the immediate cancellation of
20 my plan and a full refund for the payments I have made due to these misleading practices. If
21 my request is not promptly addressed, I will have no choice but to pursue legal action. I
22 expect a swift response and resolution to this matter.



Initial Complaint
03/06/2024

Complaint Type: Service or Repair Issues
Status: Resolved

23 I took a free trial with Adobe **** and now I cannot cancel it. I have been trying
24 non stop and there is no way to do it via phone, email, or website. It seems like
25 a scam. I want my Refund. This is not what I signed up for. I want the constant
26 payments to end. It is a nonstop payment on my PayPal account but I cannot
27 cancel. Extremely frustrating



Initial Complaint
03/01/2024

Complaint Type: Billing Issues
Status: Resolved

28 I have tried to cancel my adobe subscription three times and they are refusing
to let me cancel. The first time, I tried to cancel during my trial period but
apparently was unsuccessful. I asked to cancel it a few months ago, and
apparently they did not. Now I am asking to cancel again and they are
demanding I pay more money (?). I believe this is deceptive and unfair
practices, and should be reported to the Attorney General. They should not
make it this difficult to cancel. Although I would prefer a partial refund of the
many months I have paid for services I have not used, I at least want to cancel
my current subscription now without penalty.

⁴⁷ <https://www.bbb.org/us/ny/new-york/profile/digital-media/Adobe-0121-87150174/customer-reviews>

**Initial Complaint**

02/28/2024

Complaint Type: Order Issues**Status:** Resolved ?

Deceptive Practices: When I signed up for the 7 day free trial there was no indication that if I failed to cancel in time I would be locked in to a annual contract. After being billed for the first month, I tried to cancel and they would only cancel my membership with a \$130.00 cancellation fee. I did not want to keep the membership and didn't want to keep paying \$25 a month for another 11 months, so I just cancelled. I feel like Adobe does not put that information clearly displayed when you sign up for a free trial. It is very deceptive.

**Initial Complaint**

02/22/2024

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

I have had a subscription for Adobe Illustrator and canceled it because I am sick of paying for software that constantly crashes my entire computer. I canceled this and paid the \$20.99 cancellation fee and have the cancellation confirmation email. Then today they just took out the \$22.72 monthly charge again!!! This is THEFT AND FRAUD. I am filing complaints with the *** and ***** Attorney General also, because this is the second account they have done this to me on. I am filing a dispute with my bank and stopping payment in order to recover funds, but I want them to COMPLETELY CANCEL THIS ACCOUNT like they said they already did. This company needs to be closed down and banned from operating in ***** since they choose to behave as criminals. This is illegal behavior and I want this completely and forever canceled. I can send a copy of the email proving I canceled and they confirmed it, but they are now committing actual CRIMINAL THEFT and stealing unauthorized money from my account. They need to be in jail.

**Initial Complaint**

02/22/2024

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

I opted in for the free 7 day trial to see if the pro software could help me edit a few papers. It turns out it couldn't, but I had to put my credit card on file in order to move forward for the free 7 day trial. Now five months later after paying the \$21.64 monthly for months. I now have a penalty for canceling what started off as a free trial. I feel this is very deceptive practice for a TOP tier software company. I would expect something like this from a ***** and not an American software company. I would like the \$64.92 which is currently planned to charge my card for canceling, to be refunded to me. If you look I never end up using the software because Adobe couldn't match the font I needed. I was completely disappointed that a pro software package from a ***** couldn't match a simple font. Going forward I will avoid this company like the plague!!

28. Other subscribers to the Adobe Subscriptions left similar complaints on the Trust Pilot's website:⁴⁸



7 days ago

Bait and switch scam offering a low...

Bait and switch scam offering a low monthly rate and then tying you in to an annual commitment even though this is never mentioned in the offer or in the fine print. Both state monthly fee but fail to mention annual commitment! Total SCAM! How can such a large business have such shady business practices?

Date of experience: April 08, 2024



6 days ago

Immoral Company Practices

Very unhappy with the marketing of this company. I signed on to a free trial thinking that it was only a monthly subscription i had agreed to. But the company had structured the agreement so that I was actually locked into a FULL YEAR contract with them, and was obliged to see it through. Only after contacting them and making my case for hours with them did they reluctantly give me my money back. I will not use this product or work with this company unless absolutely necessary. Best to stay away if you can.

Date of experience: April 09, 2024



Apr 4, 2024

Predatory and deceptive free trial...

Predatory and deceptive free trial offers. Adobe sets it up so that the default free-trial option is a monthly payment plan after the trial. However, what they don't make clear enough, is that it's a monthly payment for a "yearly contract" which results in a large early termination fee if you cancel even after just 1 month.

Very poor value for what you pay for. Why innovate when you can just scam?

Date of experience: March 03, 2024



Mar 29, 2024





Total scam

Total scam. How on earth do they justify sneaking a huge cancellation fee into the small print for a software sign up! It's exactly companies like this that make you wary of signing up for a free trial. What ever you do don't forget to cancel it by the end of the week or they'll stiff you for a hundred odd quid. Robbers.

Date of experience: March 29, 2024

⁴⁸ <https://www.trustpilot.com/review/www.Adobe.com>

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<p> Apr 5, 2024</p> <p>Scammers</p> <p>Scammers, You will get stuck in a yearly monthly subscription, promoting a free month trial</p> <p>Date of experience: April 05, 2024</p>	
<p> Updated Mar 20, 2024</p> <p>Scam artists</p> <p>They give you a trial period of 14 days, if you forget to cancel, you are locked into a year contract where you have to pay a 50% cancellation fee for the rest of the year's subscription. The reason they say is because it's discounted, but I fail to see how that fits into the equation.</p> <p>I'm just surprised that such a big name corporation like Adobe can use scam tactics like this.</p> <p>Adobe should start looking at the amount of negative reviews they have received in regards to this scam marketing tactic before trying to write any serious reply to these reviews.</p> <p>Date of experience: March 19, 2024</p>	
<p> Mar 14, 2024</p> <p>Beware - Subscription Trap!</p> <p>Like many other reviews, we signed up for temporary use and at no point was 'Annual Subscription - paid monthly' made in any way clear, only cited as £XX.xx per month, which to any reasonable person implies a Monthly subscription.</p> <p>This is a well known tactic known as a 'Subscription Trap', where the true terms are buried in lengthy T&Cs.</p> <p>Quoted the 50% cancellation fee, I feel this is ridiculous. I don't know how Adobe get away with this. Be warned.</p> <p>Date of experience: March 14, 2024</p>	
<p> Mar 11, 2024</p> <p>Same experience as below- free trial...</p> <p>Same experience as below- free trial converted to a one year subscription which is not able to be canceled without a huge cancellation fee. When I chatted with their support they tried to offer me another extension at a low price, said if I didn't want it, I could get my money back - with no mention again of a cancellation fee. This is definitely horrible customer service- it's like a bait and switch scam. Stay away!!!!</p> <p>Date of experience: March 11, 2024</p>	

1 29. The above reviews are just a sampling of numerous negative reviews consumers
2 have left regarding Defendant’s Adobe Subscriptions and the unclear cancellation policies and
3 confusing billing associated with the Subscriptions. As discussed below, the above online
4 consumer complaints reveal a widespread pattern of uniform unlawful conduct by Defendant,
5 underscoring the artifice devised and employed by Defendant to lure and deceive millions of
6 consumers into enrolling, and remaining enrolled, in their paid Adobe Subscription programs.

7 **C. California’s Automatic Renewal Law**

8 30. In 2010, the California Legislature enacted the Automatic Renewal Law (“ARL”),
9 Cal. Bus. & Prof. Code §§ 17600, *et seq.*, with the intent to “end the practice of ongoing charging
10 of consumer credit or debit cards or third party payment accounts without the consumers’ explicit
11 consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof.
12 Code § 17600 (statement of legislative intent). More recently, in 2018, California’s Senate Bill
13 313 amended Section 17602 of the ARL, adding new requirements meant to increase consumer
14 protections for, among other things, orders that contain free trial and promotional pricing, and
15 subscription agreements entered into online. The California Legislature again amended the ARL
16 in 2022, adding additional notice, disclosure, and cancellation requirements. *See* Cal. Bus. & Prof.
17 Code §§ 17602(a)(4)(A)-(E), 17602(b)(1)-(2), 17602(d)(1)-(3).

18 31. The ARL makes it “unlawful for any business making an automatic renewal or
19 continuous service offer to a consumer in this state to do any of the following:”

20 (1) Fail to present the automatic renewal offer terms or continuous
21 service offer terms in a clear and conspicuous manner before the
22 subscription or purchasing agreement is fulfilled and in visual
23 proximity[] ... to the request for consent to the offer. If the offer also
24 includes a free gift or trial, the offer shall include a clear and
25 conspicuous explanation of the price that will be charged after the
26 trial ends or the manner in which the subscription or purchasing
27 agreement pricing will change upon conclusion of the trial.

28 (2) Charge the consumer’s credit or debit card, or the consumer’s
account with a third party, for an automatic renewal or continuous
service without first obtaining the consumer’s affirmative consent to
the agreement containing the automatic renewal offer terms or
continuous service offer terms, including the terms of an automatic

1 renewal offer or continuous service offer that is made at a
2 promotional or discounted price for a limited period of time.

3 (3) Fail to provide an acknowledgment that includes the automatic
4 renewal offer terms or continuous service offer terms, cancellation
5 policy, and information regarding how to cancel in a manner that is
6 capable of being retained by the consumer. If the automatic renewal
7 offer or continuous service offer includes a free gift or trial, the
8 business shall also disclose in the acknowledgment how to cancel,
and allow the consumer to cancel, the automatic renewal or
continuous service before the consumer pays for the goods or
services.

9 Cal. Bus. & Prof. Code § 17602(a)(1)-(3).

10 32. As of 2018, the updated ARL also requires that, prior to the completion of the initial
11 order for the automatic renewal or continuous service, sellers must explain the price to be charged
12 when the promotion or free trial ends. *See* Cal. Bus. & Prof. Code § 17602(a)(1), *supra*. If the
13 initial offer is at a promotional price that is only for a limited time and will increase later, the seller
14 must obtain consumer consent to the non-discounted price prior to billing. *See id.* Sellers must
15 also notify consumers in the acknowledgment about how to cancel the free trial before they are
16 charged. *See* Cal. Bus. & Prof. Code § 17602(a)(3), *supra*.

17 33. Section 17602(c) of the ARL further provides:

18 A business that makes an automatic renewal offer or continuous
19 service offer **shall provide a toll-free telephone number, electronic
20 mail address**, a postal address if the seller directly bills the
consumer, **or it shall provide another cost-effective, timely, and
easy-to-use mechanism for cancellation** that shall be described in
the acknowledgment specified in paragraph (3) of subdivision (a).

21 Cal. Bus. & Prof. Code § 17602(c). (emphasis added).

22 34. Additionally, following the 2018 and 2022 amendments to the ARL, the updated
23 law also requires e-commerce sellers, doing business in California, to allow online cancellation of
24 auto-renewing memberships or recurring purchases that were initiated online. Specifically,
25 Section 17602(d) provides:

26 [A] business that allows a consumer to accept an automatic renewal
27 or continuous service offer online shall allow a consumer to
28 terminate the automatic renewal or continuous service ***exclusively
online, at will, and without engaging any further steps that obstruct***

1 *or delay the consumer’s ability to terminate the automatic renewal*
2 *or continuous service immediately.*

3 Cal. Bus. & Prof. Code § 17602(d)(1) (emphasis added).

4 35. The updated ARL further specifies that a seller who provides an automatic offer
5 “shall provide a method of termination that is online in the form of either of the following: (A) A
6 prominently located direct link or button which may be located within either a customer account or
7 profile, or within either device or user settings[; or] (B) By an immediately accessible termination
8 email formatted and provided by the business that a consumer can send to the business without
9 additional information.” Cal. Bus. & Prof. Code § 17602(d)(1)(A)-(B).

10 36. Section 17601(a) of the ARL defines the term “Automatic renewal” as a “plan or
11 arrangement in which a paid subscription or purchasing agreement is automatically renewed at the
12 end of a definite term for a subsequent term.” Cal. Bus. & Prof. Code § 17601(a).

13 37. Section 17601(b) of the ARL defines the term “Automatic renewal offer terms” as
14 “the following clear and conspicuous disclosures: (1) That the subscription or purchasing
15 agreement will continue until the consumer cancels. (2) The description of the cancellation policy
16 that applies to the offer. (3) The recurring charges that will be charged to the consumer’s credit or
17 debit card or payment account with a third party as part of the automatic renewal plan or
18 arrangement, and that the amount of the charge may change, if that is the case, and the amount to
19 which the charge will change, if known. (4) The length of the automatic renewal term or that the
20 service is continuous, unless the length of the term is chosen by the consumer. (5) The minimum
21 purchase obligation, if any.” Cal. Bus. & Prof. Code § 17601(b).

22 38. Pursuant to Section 17601(c) of the ARL, “clear and conspicuous” or “clearly and
23 conspicuously” means “in larger type than the surrounding text, or in contrasting type, font, or
24 color to the surrounding text of the same size, or set off from the surrounding text of the same size
25 by symbol ls or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. &
26 Prof. Code § 17601(c).

27 39. Finally, Section 17603 of the ARL provides that where a “business sends any
28 goods, wares, merchandise, or products to a consumer, under a continuous service agreement or

1 automatic renewal of a purchase, without first obtaining the consumer’s affirmative consent[.]” the
2 material sent will be deemed “an unconditional gift to the consumer, who may use or dispose of
3 the same in any manner he or she sees fit without any obligation whatsoever on the consumer’s
4 part to the business[.]” Cal. Bus. & Prof. Code § 17603.

5 40. As alleged below, Defendant’s practices on the Adobe Website systematically
6 violates Sections 17602(a)(1), 17602(a)(2), 17602(a)(3), 17602(c), and 17602(d) of the ARL.

7 **D. Defendant’s Business: The Adobe Subscription Enrollment Process**

8 41. At all relevant times, Defendant offered, via the Adobe Website, the Adobe
9 Subscriptions for access to exclusive Adobe content, products, and/or services on a contract or fee
10 basis. The Adobe Subscriptions are offered on a recurring basis for “Annual, paid monthly,”
11 “Annual, prepaid,” or “Monthly” terms, and all plans automatically renew at the end of the defined
12 renewal term unless the subscriber cancels. The enrollment process for all of the Adobe
13 Subscriptions is substantially the same.

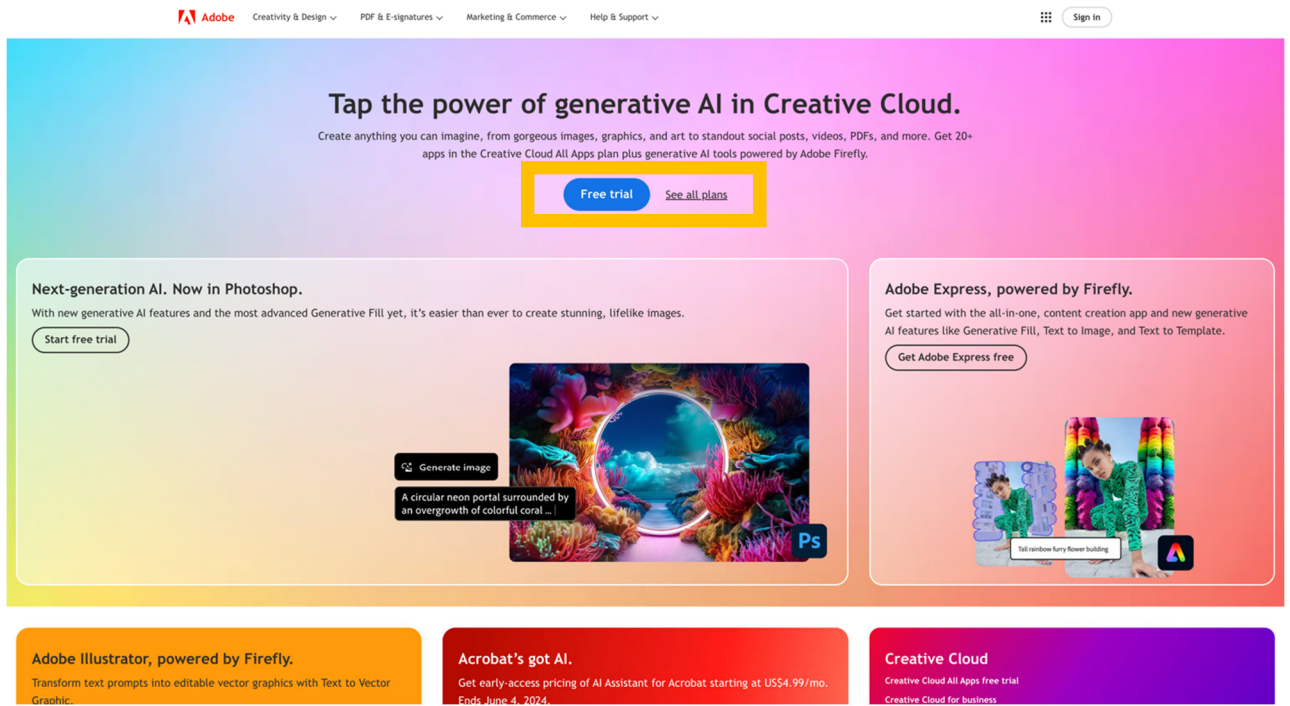
14 42. By way of example, when a consumer signs up for the Adobe Creative Cloud All
15 Apps Subscription and *fails to opt out of the preselected* “Annual, paid monthly” plan, after the
16 initial free trial, their Adobe Subscriptions are automatically renewed and their Payment Methods
17 are charged the full standard recurring amount associated with that Adobe Subscription, currently
18 “US\$59.99/mo” (exclusive of tax), for the next month, and every month thereafter if they do not
19 cancel (canceling within the first year requires paying a sizeable “Cancellation Fee,” described in
20 greater detail below). Likewise, when customers sign up for the “Annual, prepaid” Adobe
21 Creative Cloud All Apps Subscription, after the initial one-year renewal term, their subscriptions
22 are automatically renewed, and their Payment Methods are charged the full standard recurring
23 amount associated with the given Adobe Creative Cloud All Apps Subscription, currently
24 “US\$659.88/yr” (exclusive of tax), for the next year, and every year thereafter if they do not
25 cancel. Finally, when customers sign up for the “Monthly” Adobe Creative Cloud All Apps
26 Subscription, after the initial month, their subscriptions are automatically renewed and their
27 Payment Methods are charged the full standard recurring amount associated with Adobe Creative
28 Cloud All Apps Subscription, currently “US\$89.99/mo” (exclusive of tax), for the next month, and

1 every month thereafter if they do not cancel. Defendant’s Adobe Subscriptions constitute
2 automatic renewal and/or continuous service plans or arrangements for the purposes of Cal. Bus. &
3 Prof. Code § 17601.

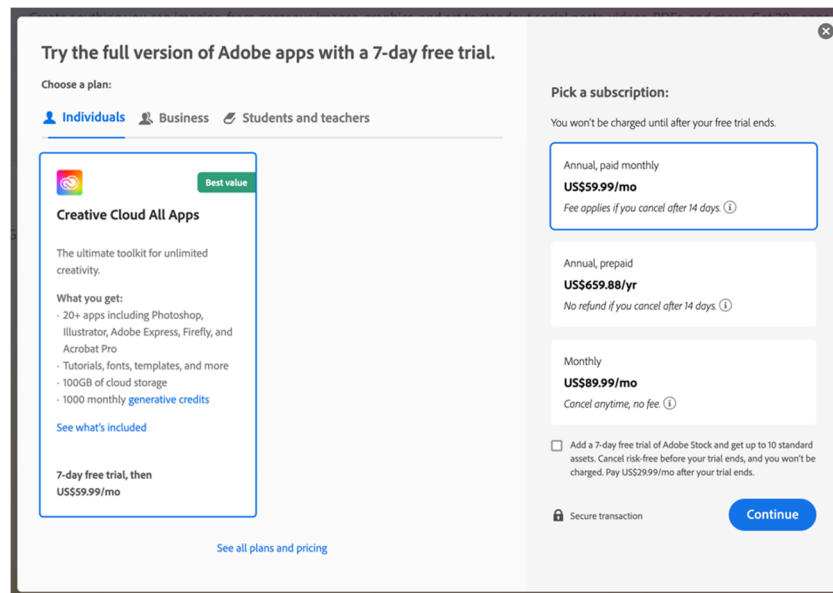
4 43. Consumers can sign up for Defendant’s Adobe Subscription plans through the
5 Adobe Website. Defendant automatically enrolls customers who purchase an Adobe Subscription
6 via the Adobe Website in their chosen Adobe Subscription program going forward, by default. In
7 addition, customers may sign up for several of the Adobe Subscriptions on a free-trial and/or
8 promotional basis (*i.e.*, at a discounted renewal rate), for a limited time. Nevertheless, customers
9 that enroll in a free trial or a discounted rate plan must provide Defendant their payment
10 information at the time of enrollment. Customers’ free trial subscriptions automatically convert to
11 paid yearly or monthly subscriptions at the end of the trial period, at which point those users are
12 also automatically enrolled by Defendant into a paid Adobe Subscription program, and as such
13 their Payment Methods are automatically charged by Defendant on a recurring yearly or monthly
14 basis in the amount of the full rate associated with that program, continuing indefinitely until the
15 customer takes affirmative steps to cancel.

16 44. The enrollment processes for all of the Adobe Subscriptions is substantially the same.
17 Upon navigating to Defendant’s Website, prospective customers are greeted with a centered and
18 contrasting “Free trial” button on the homepage of the Website. The adjacent “See all plans” link⁴⁹
19 is underlined, yet otherwise overshadowed by the “Free trial” button. Screenshots of Defendant’s
20 Website are added below by way of illustration, (boxes and arrows added for emphasis):
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26 _____
27 ⁴⁹ The “See all plans” link takes prospective customers to a page that contains the available
28 standalone applications, bundles, their respective pricing and a variety of associated offers. *See*
<https://www.adobe.com/creativecloud/plans.html> (last accessed June 20, 2024).



45. Pressing the “Free trial” button opens a lightbox with confusing payment plans for the “Creative Cloud All Apps”:

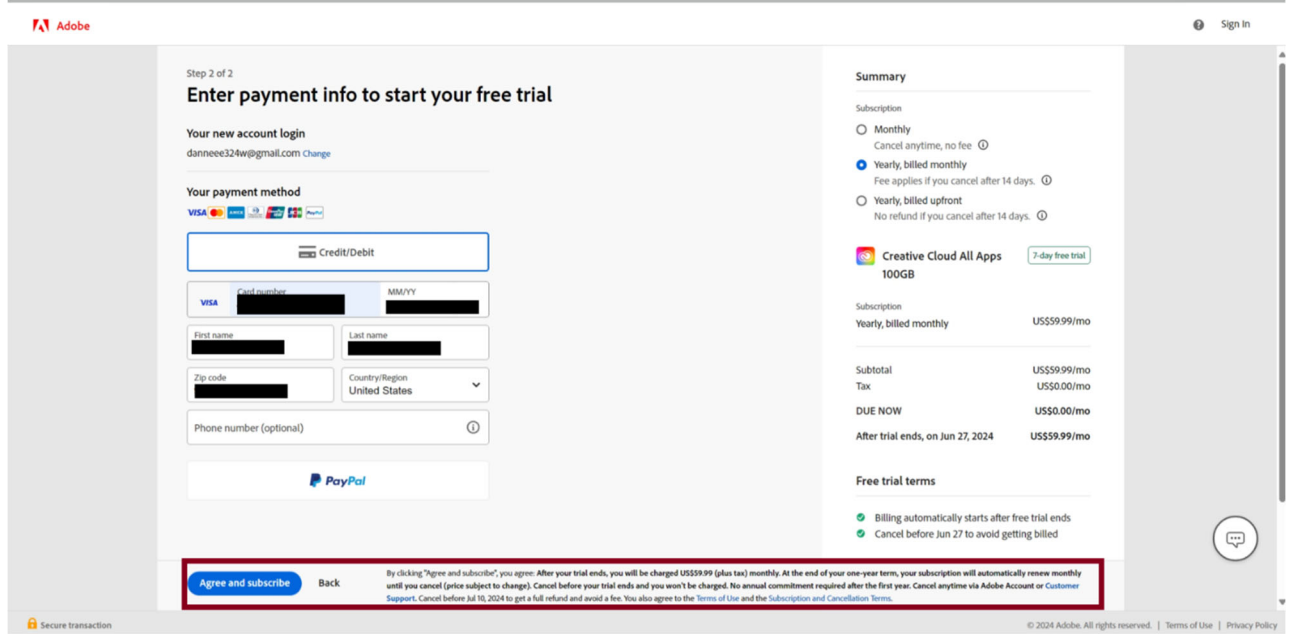


46. The lightbox is titled “Try the full version of Adobe apps with a 7-day free trial.” The column on the right outlines the options for obtaining the “Creative Cloud All Apps” – the “Annual, paid monthly” for “US\$59.99/mo,” the “Annual, prepaid” for “US\$659.88/yr,” and the “Monthly” for “US\$89.99/mo.” Notably, the “Annual, paid monthly” is automatically

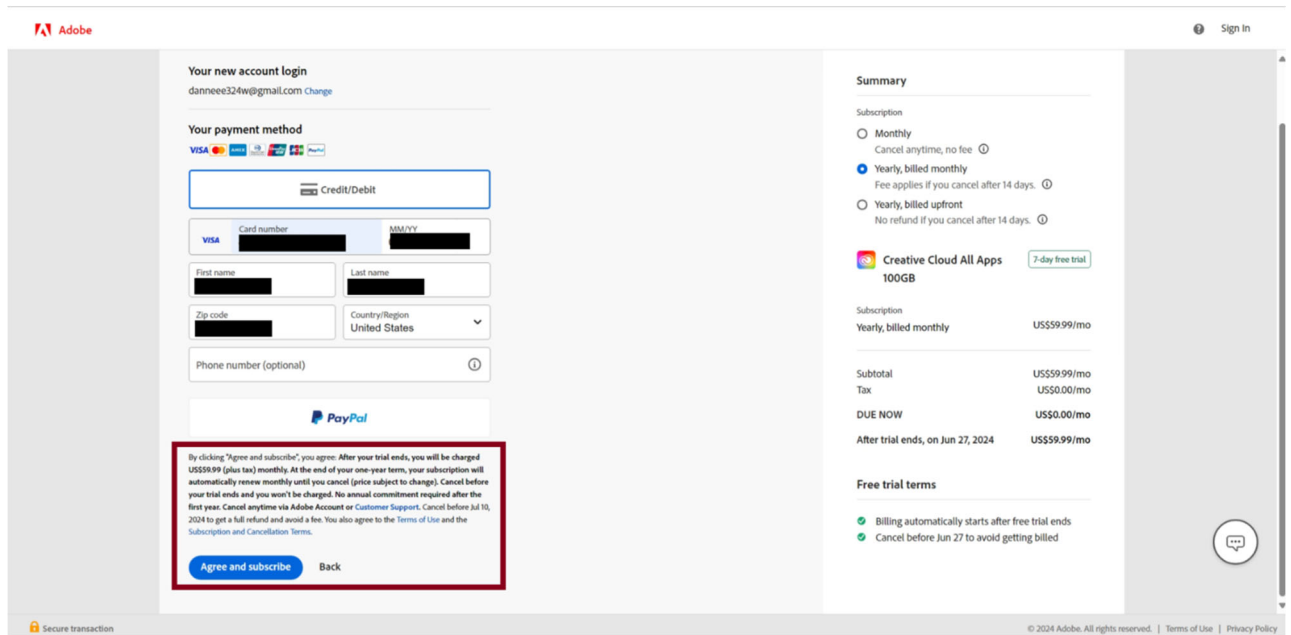
1 preselected upon opening the lightbox with the offer terms. This is done by design, as evidenced
2 by the preselection of the offer, as well as the distinct prominence of the larger and bolded font of
3 the conspicuously lower price (compared to the alternative offers). As such, Defendant purposely
4 steers consumers into an “Annual, paid monthly” Adobe Subscription.

5 47. After selecting their payment plan for the Adobe Subscriptions and clicking
6 “Continue,” consumers are prompted to input their email address or log into their existing Adobe
7 accounts. After these steps, consumers are directed to the final webpage of the enrollment process
8 (the “Checkout Page”) where prospective subscribers are prompted to input their payment
9 information and are then invited to complete their purchase by selecting the blue button at the
10 bottom of the webpage. For the purposes of the ARL and this Complaint, the “relevant portion of
11 the Checkout Page” refers to the text of that portion of the Checkout Page that appears “in visual
12 proximity to the request for consent to the offer,” which in this case pertains to text nearby the
13 final blue button at the bottom of the Checkout Page that customers must click in order to complete
14 the checkout process.

15 48. By way of example, when a consumer signs up for a “Yearly billed monthly”
16 Creative Cloud All Apps on a free trial basis, the “relevant portion of the Checkout Page” refers to
17 the disclosures contained in the block of gray text immediately above the blue “Agree and
18 subscribe” checkout button at the bottom of the page (*i.e.*, the “request for consent”), which
19 contains the following language and appearance (red box added for emphasis):
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11 If a consumer chooses to scroll down, the Checkout Page's design changes in appearance,
12 (red box added for emphasis):



24 49. The layout and text of the Checkout Page for each of the paid Adobe Subscriptions
25 is aesthetically and functionally similar to the Checkout Page for the above-illustrated Creative
26 Cloud All Apps Adobe Subscription. In all cases, the relevant portion of the Checkout Page fails
27
28

1 to adequately disclose the automatic renewal terms associated with Defendant's Adobe
2 Subscriptions in the manner required by law.

3 50. Regardless of how the consumer subscribes (via the Adobe Website, on either its
4 desktop or mobile format), and irrespective of which Adobe Subscription program or which
5 specific plan the subscriber selects (whether "Monthly," "Yearly, billed monthly," or "Yearly,
6 billed upfront"), Defendant fails to disclose the full terms of its auto-renewal programs either
7 before or after checkout, and it never requires the individual consumer to read or affirmatively
8 agree to any terms of service, *i.e.*, by requiring consumers to click a checkbox next to the
9 automatic renewal offer terms before consumers complete the checkout process and submit their
10 orders for their Adobe Subscriptions. Consequently, Defendant uniformly fails to obtain any form
11 of consent from – or even provide effective notice to – their subscribers before charging
12 consumers' Payment Methods on a recurring basis.

13 **E. Defendant Violates California's Automatic Renewal Law**

14 51. At all relevant times, Defendant failed to comply with the ARL in three ways: (i)
15 Defendant failed to present the automatic renewal offer terms in a clear and conspicuous manner
16 and in visual proximity to the request for consent to the offer before the subscription or purchasing
17 agreement was fulfilled, in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) Defendant
18 charged Plaintiff's and Class members' Payment Methods without first obtaining their affirmative
19 consent to the agreement containing the automatic renewal offer terms, in violation of Cal. Bus. &
20 Prof. Code § 17602(a)(2); and (iii) Defendant failed to provide an acknowledgment that included
21 the automatic renewal offer terms, cancellation policy, and information regarding how to cancel in
22 a manner that is capable of being retained by the consumer, in violation of Cal. Bus. & Prof. Code
23 §§ 17602(a)(3). Defendant also fails to provide an acknowledgment that discloses a toll-free
24 telephone number or describes another cost-effective, timely, and easy-to-use mechanism for
25 cancellation, and, in fact, Defendant makes it exceedingly difficult and unnecessarily confusing for
26 consumers to cancel their Adobe Subscriptions, in violation of Cal. Bus. & Prof. Code §§ 17602(c)
27 and 17602(d).

1 i. **Defendant Fails To Clearly And Conspicuously Present**
 2 **The Adobe Subscription Terms Before The Subscription**
 3 **Agreement Is Fulfilled And In Visual Proximity To The**
 4 **Request For Consent To The Offer.**

5 52. As an initial threshold, the relevant portion of the Checkout Page containing the
 6 purported automatic renewal offer terms is not “clear and conspicuous” as required under the
 7 statute. *See* Cal. Bus. & Prof. Code § 17601(c). As illustrated by the Checkout Pages above, this
 8 information is presented in minuscule, grey font (8.5 point to be exact) without emphasis or
 9 distinction—making it eligible to the naked eye. Furthermore, the block of text is provided in a
 10 *smaller* size text as compared to most other text of the Checkout Page. Indeed, much of the other
 11 text of the Checkout Page is significantly larger and, in effect, more visually prominent than any
 12 disclosures contained in this block of text adjacent to the blue “Agree and subscribe” button, which
 13 renders this tiny text in the relevant portion of the Checkout Page considerably less conspicuous by
 14 comparison and ultimately distracts the eye away from such small text and towards the larger text
 15 featured on the majority of the Checkout Page. In other words, the disclosure was presented in
 16 such a way that it could be, and was, easily overlooked, and is therefore not “clear and
 17 conspicuous” as defined by the ARL. *See* Cal. Bus. & Prof. Code § 17601(c).⁵⁰

18 ⁵⁰ Based on these features, this block of text placed near the bottom of the Checkout Page and all
 19 statements and disclosures buried therein constitute “fine print.” *See Fine Print*, Black’s Law
 20 Dictionary (9th ed. 2009) (defining “fine print” as “[t]he part of an agreement or document—usu.
 21 in small, light print that is not easily noticeable—referring to disclaimers, restrictions, or
 22 limitations.”); *see also Fine Print*, The Law Dictionary, available at
 23 <https://thelawdictionary.org/fine-print/> (defining “Fine Print” as “[a] small type size that contracts
 24 and policy are sometimes printed in” and noting that “[t]he print is small as it relates to rules,
 25 deductions, exlusions, and reductions of a policy” and that “[i]t is smaller print than the main part
 26 of the document”). **That it is exactly the type of deceptive practice that the California**
 27 **Legislature sought to deter and penalize when it enacted the ARL.** *See Turnier v. Bed Bath &*
 28 *Beyond Inc.*, 517 F. Supp. 3d 1132, 1140 n.6 (S.D. Cal. 2021) (ARL Case) (“Notably, the practice
 that led to ARL was the inclusion of autorenewal terms in fine print.”); *see also Berman v.*
Freedom Fin. Network, LLC, 30 F.4th 849, 857 (9th Cir. 2022) (“Website users are entitled to
 assume that important provisions—such as those that disclose the existence of proposed contractual
 terms—will be prominently displayed, not buried in fine print. Because ‘online providers have
 complete control over the design of their websites,’ ‘the onus must be on website owners to put
 users on notice of the terms to which they wish to bind consumers.’”) (internal citations omitted).
 As a result, any disclosures contained within the relevant portion of Defendant’s Checkout Pages –

53. Furthermore, the Checkout Page for the Adobe Subscriptions does not present the complete “automatic renewal offer terms[,]” as defined by Cal. Bus. & Prof. Code § 17601(b), in violation of Section 17602(a)(1) of the ARL. First, the Checkout Page does not clearly and conspicuously disclose that “the subscription or purchasing agreement will continue until the consumer cancels.” Cal. Bus. & Prof. Code § 17601(b)(1). As illustrated by the Checkout Page above, although the relevant portion mentions that consumers’ “subscriptions will automatically renew monthly until [they] cancel” or that they can “[c]ancel before [their] trial ends,”⁵¹ *see supra* ¶ 48, it is unclear when, exactly, consumers must cancel by and how that cancellation affects the continuation of their Adobe Subscriptions. Specifically, the relevant portion of the Checkout Page states that consumers may [c]ancel anytime via [their] Adobe Account,” this information is contradicted by the following sentence which states that consumers must “[c]ancel before Jul 10, 2024 to get a full refund and avoid a fee.” *Id.* Based on this information, it is unclear whether consumers may actually “cancel anytime” or whether they must do so by a specific date. Furthermore, because the relevant portion of the Checkout Page does not indicate when consumers’ “trial ends,” as discussed in greater detail *infra*, the most sensible interpretation of the text suggests that the paid subscription may be canceled “anytime” while the “trial” must be

which bury incomplete, unclear, and inconspicuous disclosures regarding required terms in fine print – fail to comply with the ARL.

⁵¹ The text on the “Monthly” and “Yearly, billed upfront” subscriptions are substantially similar. The disclosure for the “Monthly” subscription reads: “By clicking “Agree and subscribe”, you agree: **After your trial ends, you will be charged US\$89.99(plus tax) monthly. Your subscription will automatically renew monthly until you cancel (price subject to change). Cancel before your trial ends and you won't be charged. Cancel anytime via Adobe Account or [Customer Support](#).** Cancel before Jul 10, 2024 to get a full refund. You also agree to the [Terms of Use](#) and the [Subscription and Cancellation Terms](#).” (textual type and font pasted from the original).

The disclosure for the “Yearly, billed upfront” subscription reads: “By clicking “Agree and subscribe”, you agree: **After your trial ends, you will be charged US\$659.88 (plus tax) annually. Your subscription will automatically renew annually until you cancel (price subject to change). Cancel before your trial ends and you won't be charged. Cancel anytime via Adobe Account or [Customer Support](#).** Cancel before Jul 10, 2024 to get a full refund. You also agree to the [Terms of Use](#) and the [Subscription and Cancellation Terms](#).” (textual type and font pasted from the original). :

1 canceled “before Jul 10” to “avoid a fee” (*i.e.*, the first charge after the expiration of the free trial).
2 *Id.* This problem is compounded, rather than cured, by the other information displayed on the
3 Checkout Page which indicates that a “[f]ee applies if [consumers] cancel after 14 days” and the
4 “trial ends, on June 27, 2024.” This information, again, leaves consumers wondering when their
5 free trial ends given that the relevant portion of the Checkout Page states that paid subscriptions
6 may be canceled “anytime.” *Id.* As a result of this conflicting information, consumers are left
7 wondering, when, exactly they must cancel their “trial” or, alternatively, whether any of the dates
8 apply to the cancelation of their paid subscription—which would contradict the “cancel anytime”
9 verbiage. Finally, because the relevant portion of the Checkout Page states that consumers will
10 obtain a “refund and avoid a fee” if they cancel by a given date, it is unclear whether upon
11 canceling the subscription the Adobe Subscriptions will continue until the next billing period or
12 the Adobe Subscription will immediately terminate entitling consumers to a partial refund for the
13 remainder of their monthly or yearly charges. In sum, because Defendant’s confusing Checkout
14 Page makes it unclear (a) when consumers must cancel their Adobe Subscriptions or free trials to
15 prevent the free trial of the Adobe Subscriptions from continuing into a paid subscription and (b)
16 whether canceling the paid Adobe Subscriptions immediately terminates the subscription or if it
17 continues to run until the next billing cycle. As such, Defendant fails to disclose “[t]hat the
18 subscription or purchasing agreement will continue until the consumer cancels,” *id.* § 17601(b)(1),
19 in the manner required by statute, *see id.* § 17602(a)(1).

20 54. Second, the Checkout Page does not clearly and conspicuously disclose “[t]he
21 description of the cancellation policy that applies to the offer.” Cal. Bus. & Prof. Code §
22 17601(b)(2). Specifically, although the relevant portion indicates that consumers’ “subscription
23 will automatically renew monthly until [they] cancel” and that they may “[c]ancel anytime,” this
24 information is directly contradicted by the specific deadlines provided elsewhere on the Checkout
25 Page. *See supra* ¶ 52. Furthermore, Defendant fails to specify the consequences of canceling the
26 subscriptions. For instance, the relevant portion of the Checkout Page of the “Yearly, billed
27 monthly” plan indicates that consumers must “cancel before Jul 10, 2024 to get a full refund and
28 avoid a fee,” *see id.*, Defendant, however, does not specify what it means by a “full refund” or

1 “fee.” Instead, a consumer would need to click on the blue “Subscription and Cancellation Terms”
2 buried at the bottom of the subscription terms where Defendant explains that if consumers “cancel
3 after 14 days, [they will] be charged a lump sum amount of 50% of [their] remaining contract
4 obligation[.]”⁵² In other words, Defendant defines “fee” as synonymous with liquidated damages
5 in the amount of 50% of a consumer’s remaining *yearly* payments. This constitutes a clear and
6 material omission of fact. If consumers were aware of these onerous liquidated damages “fee,”
7 they would likely have not purchased the Adobe Subscription or would have canceled it before the
8 deadline. Similarly, for the “Monthly” and “Yearly, billed upfront” payment plans, the relevant
9 portion of the Checkout Page states that consumers must “[c]ancel before Jul 10, 2024 to get a full
10 refund.” *See supra*, fn. 49. What Defendant omits, however, is that a consumer may only cancel
11 the “Monthly” but not the “Yearly, billed upfront” after the specified date. The “Yearly, billed
12 upfront” cancelation limit, however, is modified by the previous sentence, which states that
13 consumers may “[c]ancel anytime.” *Id.* As such, consumers are led to believe that, like the other
14 payment plans, they may still receive a partial refund if they cancel their subscription after the
15 specified deadline. Despite this, Defendant again buries within its Subscription and Cancellation
16 Terms the fact that “[s]hould [consumers] cancel after 14 days, [their] payment is non-refundable,
17 and [their] service will continue until the end of your contracted term.”⁵³ Finally, Defendant’s
18 “Monthly” payment plan also misleads consumers into believing that they must “[c]ancel before
19 Jul 11, 2024 to get a full refund,” which is plainly at odds with the previous sentence stating that
20 they may “[c]ancel anytime.” *See supra*, fn. 49. This contradiction is actually reinforced, rather
21 than cured, by Defendant’s hyperlinked disclosure which states that if consumers “cancel after 14
22 days, [their] payment is non-refundable, and [their] service will continue until the end of that
23 month’s billing period.”⁵⁴ This sentence, however, is misleading because it gives the impression
24 that the subscription (i.e., the “service”) will terminate at the end of the month while leaving open

25 _____
26 ⁵²Adobe Subscription and Cancellation Terms, *Creative Cloud for Individuals*,
<https://www.adobe.com/legal/subscription-terms.html> (last accessed June 20, 2024).

27 ⁵³ *Id.*

28 ⁵⁴ *Id.*

1 the possibility that their monthly payments are non-refundable or not *fully* refundable—that is, that
2 there might be additional fees or payments after canceling the subscription. In sum, because
3 Defendant’s fails to conspicuously disclose the deadlines and consequences associated with
4 canceling the Adobe Subscriptions, and associated free trials, it also fails to conspicuously describe
5 “[t]hat the subscription or purchasing agreement will continue until the consumer cancels,” *id.* §
6 17601(b)(2), in the manner required by statute, *see id.* § 17602(a)(1).

7 55. Third, the Checkout Page does not clearly and conspicuously disclose “[t]he
8 recurring charges that will be charged to the consumer’s Payment Method as part of the automatic
9 renewal plan or arrangement.” Cal. Bus. & Prof. Code § 17601(b)(3). Specifically, although the
10 relevant portion of the Checkout Page indicates that consumers will be charged “US\$59,99 (plus
11 tax),” *see supra* ¶ 52, it leaves them guessing as to the total amount amounts of their recurring
12 charges until Defendant charges their Payment Method—something Defendant could have easily
13 disclosed beforehand. In fact, the statement is rendered even more inconspicuous by the much
14 larger price figure provided above the block of text in question and immediately next to the all-cap
15 bold “DUE NOW” statement. Underneath that statement, another larger figure of US\$59.99/mo
16 appears next to the bold “After trial ends, on Jun 28, 2024” statement because the recurring
17 monthly price listed (albeit inconspicuously) is US\$59.99 per month, but, as discussed below, the
18 actual recurring monthly price charged to Plaintiff’s and other California consumers’ Payment
19 Methods in connection with the Adobe Subscriptions includes the full membership fee *and an*
20 *additional undisclosed amount in tax*. Thus, even had this required automatic renewal offer term
21 been conspicuously disclosed in the Checkout Page (it was not), the disclosure as written provides
22 false information, and, based on that statement, a subscriber is not placed on notice of the precise
23 recurring amount that will be automatically withdrawn from his or her Payment Method each
24 renewal period in connection with the Adobe Subscriptions. Thus, Defendant fails to provide
25 notice of “[t]he recurring charges that will be charged to the consumer’s credit or debit card or
26 payment account with a third party as part of the automatic renewal plan or arrangement,” *id.* §
27 17601(b)(3), in the manner required by statute, *see id.* § 17602(a)(1).

1 56. Fourth, the Checkout Page does not clearly and conspicuously disclose “[t]he length
2 of the automatic renewal term or that the service is continuous.” Cal. Bus. & Prof. Code §
3 17601(b)(4). For instance, for the “Yearly, billed monthly” subscription, although the relevant
4 portion of the above-pictured Checkout Page indicates that “[b]y clicking “Agree and subscribe,”
5 [consumers] agree [that] [a]fter [their] trial ends, [they] will be charged US\$59.99 (plus tax)
6 monthly,” immediately thereafter, the disclosure states that “[a]t the end of [their] one-year term,
7 [their] subscription will automatically renew monthly until [they] cancel[.]” *See supra* ¶¶ 42-43.
8 Based on the disclosure’s plain meaning, the “one-year term” statement makes the length of the
9 subscription unintelligible. On a literal level, because the statement “one-year term” is untethered
10 to anything else, it could only be read to modify the length of the “trial” after which the “monthly”
11 charges are set to begin (as stated twice in the preceding and proceeding sentence). Alternatively,
12 the “one-year term” reads like a scribbler error. This confusion is compounded by the text found
13 elsewhere on the Checkout Page. Specifically, the term “Yearly, billed monthly” found elsewhere
14 on the Checkout Page makes it unclear whether “US\$59.99” is the monthly sum of a *yearly rate* to
15 be billed pursuant to a *monthly subscription* as opposed to the locked-in *monthly rate* of a *yearly*
16 *subscription*. In other words, Defendant’s conflicting information fails to state what the “billing”
17 period is: either (a) a “one-year term”; (b) an automatically renewing “monthly” term; or (c) a
18 “one-year term” followed by an automatically renewing “monthly” term. *Id.* Nor does the buried
19 Subscription and Cancellation Terms hyperlink help clarify this ambiguity, instead, it merely states
20 that a consumer’s “subscription begins as soon as [their] initial payment is processed and that
21 “[f]or automatic renewing customers in the United States, after the first year, [their] subscription
22 will automatically renew on a monthly basis until [they] cancel.”⁵⁵ Similarly, for all of the Paid
23 Subscriptions, Defendant fails to clarify when their respective “trial ends.” The relevant portion of
24 the Checkout Page states that consumers must cancel “before [their] trial ends and [they] won’t be
25 charged” and subsequently states that consumers may “[c]ancel before Jul 10, 2024 to get a full
26 refund.” *See supra*, fn. 49. A reasonable interpretation of the text, then, means that consumers’

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28 ⁵⁵ *Id.*

1 “trial” lasts up to “Jul 10”—the only time reference given to indicate when they can use
2 Defendant’s products without incurring a financial obligation. That text, however, is contradicted
3 by the “Free trial terms” found elsewhere on the Checkout Page which indicate that consumers
4 must “[c]ancel before June 27 to avoid getting billed.” *Id.* Thus, a consumer is left with three
5 puzzling possibilities, either their free trial (*i.e.*, using the services without having to permanently
6 dispense with their money): (1) ends on June 27, (2) ends on July 10, or (3) the words “trial” and
7 “free trial” have different meanings subject to different deadlines. *Id.* This, again, is problematic
8 because regardless of the type of payment plan, consumers are at a loss regarding when their “free
9 trial” ends and their paid Adobe Subscriptions formally begin. Finally, none of the dates provided
10 on the Checkout Page indicate what time zone is used to determine each of the triggering deadlines
11 related to the free trials or Adobe Subscriptions—a non-trivial matter considering that the cost of
12 the subscriptions runs as high as “US\$659.88.” In sum, because it is unclear when the Adobe
13 Subscriptions commence, Defendant fails to disclose “[t]hat the subscription or purchasing
14 agreement will continue until the consumer cancels,” *id.* § 17601(b)(4), in the manner required by
15 statute. *see id.* § 17602(a)(1).

16 57. In sum, neither of the statements discussed above concerning cancellation
17 constitutes a fulsome or clear description of Defendant’s cancellation policy. Indeed, other
18 webpages of the Adobe Website beyond the Checkout Page – none of which are shown to
19 subscribers during the enrollment process – are much clearer about the cancellation deadline,
20 process, and the consequences of cancellation (or failing to cancel the Adobe Subscriptions in
21 advance of the cut-off deadline). These undisclosed terms concerning how and when to cancel, the
22 consequences of doing so, and the availability of a refund for consumers that cancel within a
23 specified period after enrollment constitute material aspects of Defendant’s cancellation policy. At
24 no point during the life of his Adobe Subscription was Plaintiff required or even prompted to
25 navigate to or otherwise examine any of the terms disclosed on any other page of the Adobe
26 Website, aside from the Checkout Page. Thus, Plaintiff was not aware of the omitted and
27 inadequately disclosed automatic renewal terms discussed above. Yet, prior to checkout,
28 Defendant was obligated by law to place consumers on notice of these aspects of Defendant’s

1 cancellation policy in accordance with the ARL, which requires that companies provide such
 2 information “in visual proximity to the request for consent to the [automatic renewal] offer.” Cal.
 3 Bus. & Prof. Code § 17602(a)(1); *see also id.* § 17601(b)(2). It is not enough that the cancellation
 4 policy may be set forth on the hyperlinked pages located elsewhere on the Adobe Website; the
 5 ARL requires that Defendant present its full cancellation policy directly on the Checkout Page –
 6 and it must further do so “clearly and conspicuously,” *id.* § 17601(c), and with the requisite
 7 proximity (*i.e.*, they must appear in the block of text immediately above the final blue checkout
 8 button on the bottom of that page), *see id.* § 17602(a)(1) – so as to allow the consumer to read and
 9 review the applicable offer terms immediately prior to purchase.⁵⁶ However, Defendant failed, and
 10 continues to fail, to satisfy that requirement, in violation of Section 17602(a)(1) of the ARL.

11 58. As a result of Defendant’s missing and otherwise deficient pre-purchase
 12 disclosures, when Plaintiff selected and enrolled in his Adobe Subscription, he was unaware that
 13 Defendant enrolled him in an annual “automatic renewal” program under which his Adobe
 14 Subscription resulted in continuous monthly automatic renewal charges to his Payment Method,
 15 unless and until he effectively canceled the subscription by paying the Cancellation Fee.

19 ⁵⁶ Indeed, reference to hyperlinks leading to required disclosures set forth on other pages of the
 20 Adobe Website is not tantamount to disclosure of them on the Checkout Page, as the ARL requires.
 21 *See Turnier v. Bed Bath & Beyond Inc.*, 517 F. Supp. 3d 1132, 1139-40 (S.D. Cal. 2021) (ARL
 22 Case) (“Defendant ... argues the required terms were accessible through a hyperlink that was a few
 23 centimeters from the request for consent. **But the terms themselves—not the access point to
 24 them—need to be in visual proximity to the request.**”) (emphasis added). Since businesses’
 25 “inclusion of autorenewal terms in fine print” was “the practice that led to ARL” in the first place,
 26 and “[t]he use of a hyperlink to the terms presents a similar practice,” *id.* at 1140 n.6 (citation
 27 omitted), any required disclosures that may be contained in the hyperlinked webpages—*but not
 28 provided directly on the Checkout Page itself*—cannot satisfy the ARL. *See also id.* at 1139-40
 (“The required terms do not appear on the webpage that contains the request for consent.
 Defendant argues it is common to use a hyperlink to terms and conditions, and that practice is
 sufficient to form a valid contract. That might be true. However, it does not change what is
 required under ARL (the disclosure of terms in a specific manner and location). **Given the terms
 appear nowhere near the request for consent, Plaintiff has plausibly alleged Defendant did
 not comply with section 17602(a)(1).**”) (emphasis added and internal citations omitted).

1 ii. **Defendant Fails To Obtain Consumers’ Affirmative**
2 **Consent To The Automatic Renewal Terms Associated**
3 **With The Adobe Subscriptions.**

4 59. Second, at no point during the checkout process does Defendant require consumers
5 to read or affirmatively agree to any terms of service associated with their Adobe Subscriptions,
6 *i.e.*, by requiring consumers to select or click a “checkbox” next to the automatic renewal offer
7 terms to complete the checkout process. Accordingly, when Defendant automatically renews
8 customers’ Adobe Subscriptions, Defendant charges consumers’ Payment Methods without first
9 obtaining their affirmative consent to the agreement containing the automatic renewal offer terms,
10 in violation of Cal. Bus. & Prof. Code § 17602(a)(2).

11 iii. **Defendant Fails To Provide A Post-Checkout**
12 **Acknowledgment That Clearly And Conspicuously**
13 **Discloses The Required Adobe Subscription Offer Terms.**

14 60. Finally, after Plaintiff and the members of the Class subscribed to one of
15 Defendant’s Adobe Subscriptions, Defendant sent to Plaintiff and the Class email follow-ups
16 regarding their purchases (the “Acknowledgment Email”).

17 61. By way of example, at least as of June 2024, consumers who enrolled in the *free*
18 *trial* for the Adobe Subscription received an email from Defendant upon completion of the
19 checkout process. The subject line of the Acknowledgment Email that Defendant sent to Adobe
20 Creative Cloud All Apps 100GB subscribers, stated: “Welcome to your free trial!” The body of the
21 Acknowledgment Email contained, in relevant part, the following text and images:

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**██████████ welcome to your free trial
of Creative Cloud All Apps 100GB!**

After the free trial ends on June 27, 2024, you will be charged US\$59.99 (plus tax) monthly. At the end of your one-year term, your subscription will automatically renew monthly until you cancel (price subject to change). Cancel before your free trial ends and you won't be charged. No annual commitment required after the first year. Cancel anytime via [Adobe Account](#) or [Customer Support](#).

Click below to confirm your new Adobe ID account, ██████████ You'll be asked to create a password if you haven't done so already.

[Confirm your account](#)

Already confirmed your account? [Get started with your free trial](#).

As a reminder, your Adobe ID is ██████████ Use it to access all your Adobe products and services .

If you have any questions, we're here for you. [Contact Adobe Customer Support](#) to chat with a representative.

Your free trial

- Recurring billing starts **only** after your free trial ends.
- Cancel your annual subscription before July 12, 2024 to get a full refund and avoid a fee.

Free Trial details

Order number
██████████

Ordered
June 20, 2024


	Creative Cloud All Apps 100GB Annual plan, paid monthly	US\$59.99 /mo
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Subtotal	US\$59.99 /mo
Tax/VAT 0.00%	US\$0.00 /mo

DUE NOW US\$0.00

After the free trial ends <small>On June 27, 2024</small>	US\$59.99 /mo
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Manage your account
Visit Account Management to view your plans and products, security settings, plus updates and helpful resources from Adobe. [Learn more.](#)

Get answers to your questions
Check out Adobe Forums to meet the experts behind the answers, learn about our products, get inspiration, or pick up new tips and tricks. [Learn more.](#)

Need help?
Don't hesitate to call Customer Support if you need assistance. [Learn more.](#)

Free Trial Terms:
Your trial starts immediately after sign-up. At the end of your trial, your subscription begins, and Adobe will automatically charge your payment method at the rate stated at the time of purchase, including any applicable taxes, on a recurring basis in accordance with the terms of your subscription.
If you cancel before the end of your trial, your payment method won't be charged. You may cancel your trial by visiting your [Adobe Account](#) page or by contacting [Customer Support](#).
Your eligibility to use an Adobe free trial offer is determined solely by Adobe. Your access to any free trial offer is provided at Adobe's sole discretion.

Subscription Terms:
Your subscription begins as soon as your initial payment is processed. Your subscription will automatically renew annually without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.
We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.
If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.
For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Cancellation Terms:
You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#).^{*} If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 50% of your remaining contract obligation and your service will continue until the end of that month's billing period.
^{*} Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).

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Adobe, 345 Park Avenue, San Jose, CA 95110 USA.

62. Similarly, at least as of June 2024, when consumers sign up for the straight-to-paid Adobe Subscriptions, Defendant sent subscribers a nearly identical Acknowledgment Email, featuring substantially the same disclosures with the subject line: “Thanks for your purchase.” The body of the Acknowledgment Email contained, in relevant part, the following text and images:

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Thanks for your purchase, [REDACTED]

You will be charged US\$89.98 (plus tax) monthly . At the end of your one-year term, your subscription will automatically renew monthly until you cancel (price subject to change). No annual commitment required after the first year. Cancel anytime via [Adobe Account](#) or [Customer Support](#).

As a reminder, your Adobe ID is [REDACTED] Use it to access all your Adobe products and services.

[Get started](#)

If you have any questions, we're here for you. [Contact Adobe Customer Support](#) to chat with a representative.

Subscription details

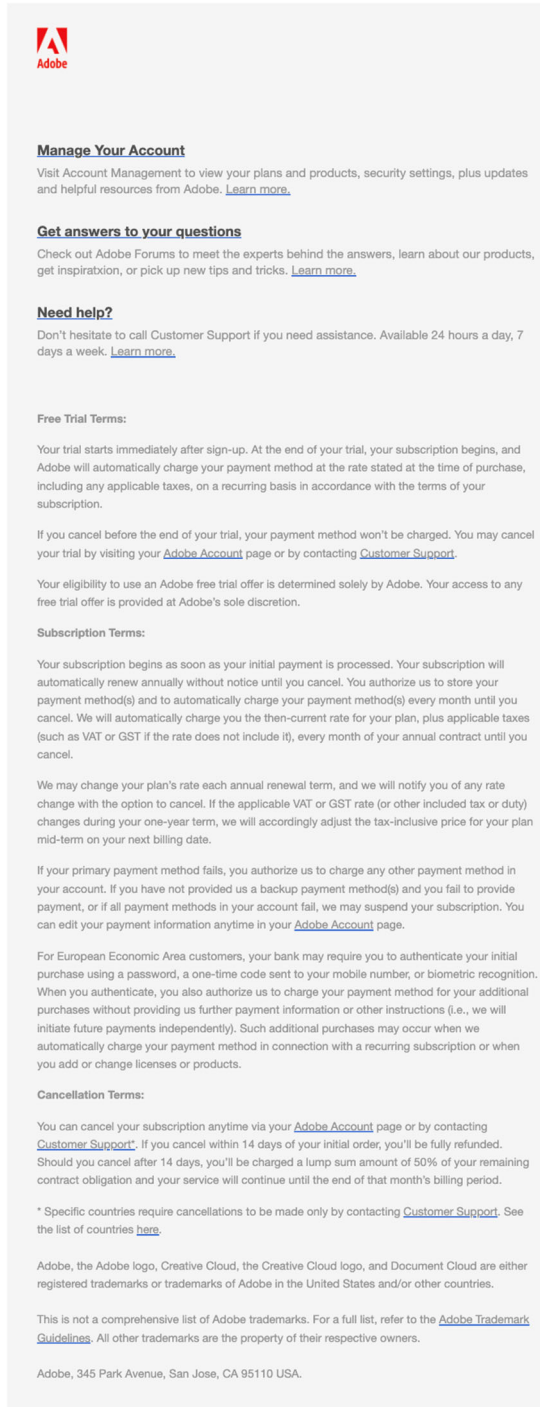
Order number: [REDACTED]
 Ordered: June 20, 2024

Creative Cloud All Apps + Adobe Stock US\$89.98/mo
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The screenshot shows the Adobe account management interface. At the top left is the Adobe logo. Below it are three main sections: 'Manage Your Account', 'Get answers to your questions', and 'Need help?'. Each section contains a brief description and a 'Learn more' link. Below these are 'Free Trial Terms' and 'Subscription Terms', both containing detailed paragraphs about trial periods, renewal, and payment methods. At the bottom, there are 'Cancellation Terms' and a trademark notice.

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Your eligibility to use an Adobe free trial offer is determined solely by Adobe. Your access to any free trial offer is provided at Adobe's sole discretion.

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Your subscription begins as soon as your initial payment is processed. Your subscription will automatically renew annually without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.
We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.
If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.
For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

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You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#). If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 50% of your remaining contract obligation and your service will continue until the end of that month's billing period.
* Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).

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63. The layout and text of the Acknowledgment Emails for each of the other Adobe Subscriptions during the applicable Class Period are aesthetically and functionally similar to the Acknowledgment Email for the free trial and straight-to-paid Adobe Subscriptions shown above. Moreover, although the above-shown Acknowledgment Emails are exemplars from approximately

1 charged Plaintiff's and Class members' Payment Methods in direct violation of the ARL. As a
2 result, all goods, wares, merchandise, and/or products sent to Plaintiff and the Class upon the
3 automatic renewal of their continuous service agreements are deemed to be "unconditional gifts"
4 pursuant to Cal. Bus. & Prof. Code § 17603.

5 67. Because Defendant failed to disclose this material information in the manner
6 required by statute, Plaintiff was unable at the point of sale to accept or provide affirmative
7 consent to Defendant's offer or knowingly enter into the purchase agreements. Thus, as a direct
8 result of Defendant's missing, incomplete, and otherwise deficient disclosures on the Checkout
9 Page and in the Acknowledgment Email, Plaintiff was induced to sign up for, unable to terminate,
10 and automatically charged for his Adobe Subscription.

11 68. Further, as a direct result of Defendant's unlawful conduct described above,
12 Plaintiff and putative Class Members have incurred substantial financial injury in the form of all
13 monies withdrawn from their Payment Methods in connection with the Adobe Subscriptions.
14 Specifically, Defendant's ARL violations concerning the Adobe Subscriptions caused Plaintiff's
15 and Class members' financial injury because they reasonably relied on the conspicuous disclosures
16 of Defendant's Checkout Page and Acknowledgment Email (and, as a natural corollary, the
17 omissions and/or the inconspicuousness of the disclosures contained therein) in deciding whether
18 to purchase their Adobe Subscriptions in the first place and whether to continue paying for it upon
19 after that (*i.e.*, by not cancelling the auto-renewal).

20 69. Accordingly, Plaintiff brings this action individually and on behalf of similarly
21 situated individuals against Defendant for violations of California's consumer protections statutes,
22 including California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200. As
23 set forth in detail below, Plaintiff's claims, which are based on Defendant's failure to comply with
24 the ARL, arise under the "unlawful" prong of the UCL. Further, because the Adobe Subscriptions
25 were, by operation of law, "unconditional gifts" to Plaintiff and putative Class Members (*see* Cal.
26 Bus. & Prof. Code § 17603) – and thus, Plaintiff and Class Members already owned the goods,
27 tools, and benefits of the subscriptions as their personal property at the time Defendant withdrew
28 monies from their Payment Methods as consideration for access to the same, without any legal or

1 contractual authority to do so – Plaintiff’s claims are also based on Defendant’s practice of
2 charging consumers in exchange for unconditional gifts and arise under the “fraudulent” and
3 “unfair” prongs of the UCL. Additionally, Plaintiff brings this action against Defendant for
4 violations of the CLRA and FAL, and conversion, unjust enrichment, negligent misrepresentation,
5 and fraud.

6 CLASS ACTION ALLEGATIONS

7 70. **Class Definition.** Plaintiff brings this action pursuant to Code of Civil Procedure §
8 382 and Civil Code § 1781 on behalf of a class of similarly situated individuals, defined as follows
9 (the “Class”):

10 All persons in California who, within the applicable statute of
11 limitations period, up to and including the date of final judgment in
12 this action, incurred renewal fee(s) in connection with Defendant’s
offerings for paid Adobe Subscriptions.

13 71. Specifically excluded from the Class are Defendant and any entities in which
14 Defendant have a controlling interest, Defendant’s agents and employees, the judge to whom this
15 action is assigned, members of the judge’s staff, and the judge’s immediate family.

16 72. Plaintiff reserves the right to amend the definition of the Class if discovery or
17 further investigation reveals that the Class should be expanded or otherwise modified.

18 73. **Numerosity.** Members of the Class are so numerous that their individual joinder
19 herein is impracticable. On information and belief, the Class comprises at least millions of
20 consumers throughout California. The precise number of Class members and their identities are
21 unknown to Plaintiff at this time but may be determined through discovery. Class members may
22 be notified of the pendency of this action by mail and/or publication through the distribution
23 records of Defendant.

24 74. **Commonality and Predominance.** Common questions of law and fact exist as to
25 all Class members and predominate over questions affecting only individual Class members.
26 Common legal and factual questions include, but are not limited to: (a) whether Defendant’s
27 Adobe Subscriptions constitute “Automatic renewal[s]” within the meaning of Cal. Bus. & Prof.
28 Code § 17601(a); (b) whether Defendant failed to present the automatic renewal offer terms, or

1 continuous service offer terms, in a clear and conspicuous manner before the subscription or
2 purchasing agreement was fulfilled and in visual proximity to the request for consent to the offer,
3 in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (c) whether Defendant charged Plaintiff's and
4 Class members' Payment Method for an automatic renewal or continuous service without first
5 obtaining their affirmative consent to the automatic renewal offer terms or continuous service offer
6 terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); (d) whether Defendant failed to
7 provide an acknowledgment that included the automatic renewal or continuous service offer terms,
8 cancellation policy, and information on how to cancel in a manner that is capable of being retained
9 by Plaintiff and the Class, in violation of Cal. Bus. & Prof. Code § 17602(a)(3); (e) whether the
10 goods and services provided by Defendant are deemed an "unconditional gift" in accordance with
11 Cal. Bus. & Prof. Code § 17603; (f) whether Defendant's conduct alleged herein violated
12 California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
13 California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*, and/or
14 California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (g)
15 whether Defendant's conduct alleged herein constitutes conversion and/or unjust enrichment; (h)
16 whether Plaintiff and the Class are entitled to damages and/or restitution; (i) whether Defendant
17 should be enjoined from further engaging in the misconduct alleged herein; and (j) whether
18 Plaintiff and the Class are entitled to attorneys' fees and costs under California Code of Civil
19 Procedure § 1021.5.

20 75. **Typicality.** The claims of Plaintiff Singh are typical of the claims of the Class in
21 that Plaintiff and the Class sustained damages as a result of Defendant's uniform wrongful
22 conduct, based upon Defendant's failure to obtain Plaintiff's and the Class's affirmative consent to
23 the automatic renewal offer terms or continuous service offer terms associated with the Adobe
24 Subscriptions before charging their Payment Methods.

25 76. **Adequacy.** Plaintiff will fairly and adequately protect Class members' interests.
26 Plaintiff has no interests antagonistic to Class members' interests, and Plaintiff has retained
27 counsel that have considerable experience and success in prosecuting complex class-actions and
28 consumer-protection cases.

1 and services with the intent not to sell them as advertised, in violation of Cal. Civil Code §
2 1770(a)(9); and (c) converting to Defendant’s own use and benefit money that rightfully belongs to
3 Plaintiff and the Class.

4 85. Additionally, at all relevant times, Defendant has violated, and continues to violate,
5 the UCL’s proscription against engaging in unlawful and/or unfair conduct as a result of its
6 violations of the ARL, Cal. Bus. & Prof. Code §§ 17600, *et seq.* Specifically, Defendant failed,
7 and continues to fail, to: (a) provide the auto-renewal terms associated with its Adobe
8 Subscriptions “in a clear and conspicuous manner before the subscription or purchasing agreement
9 is fulfilled and in visual proximity[] ... to the request for consent to the offer,” in violation of Cal.
10 Bus. & Prof. Code § 17602(a)(1); (b) obtain the affirmative consent of Plaintiff and the Class to
11 those terms before charging their Payment Methods, in violation of Cal. Bus. & Prof. Code §
12 17602(a)(2); and (c) provide an acknowledgment that includes the automatic renewal or
13 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
14 manner that is capable of being retained by the consumer, in violation of Cal. Bus. & Prof. Code
15 §§ 17602(a)(3). Defendant also makes it exceedingly difficult and unnecessarily confusing for
16 consumers to cancel their Adobe Subscriptions, in violation of Cal. Bus. & Prof. Code § 17602(b).

17 86. Each of these acts and practices constitutes an independent violation of the ARL,
18 and thus an independent violation of the UCL.

19 87. All products received from Defendant in violation of the ARL, Cal. Bus. Prof. Code
20 §§ 17602, *et seq.*, constitute “unconditional gifts.” *See* Cal. Bus. Prof. Code § 17603. As a direct
21 and proximate result of Defendant’s unlawful and/or unfair practices described herein, Defendant
22 has received, and continues to hold, unlawfully obtained property and money belonging to Plaintiff
23 and the Class in the form of payments made by Plaintiff and Class members for their Adobe
24 Subscriptions. Defendant has profited from its unlawful and/or unfair acts and practices in the
25 amount of those business expenses and interest accrued thereon.

26 88. Defendant’s acts and omissions as alleged herein violate obligations imposed by
27 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
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1 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
2 attributable to such conduct.

3 89. There were reasonably available alternatives to further Defendant's legitimate
4 business interests, other than the conduct described herein.

5 90. Defendant's acts, omissions, nondisclosures, and misleading statements as alleged
6 herein were and are false, misleading, and/or likely to deceive the consuming public.

7 91. Plaintiff and the members of the Class have suffered a substantial injury in fact and
8 lost money by virtue of Defendant's acts of unfair competition, which caused them to purchase the
9 Adobe Subscriptions. Had Defendant complied with its disclosure obligations under the ARL,
10 Plaintiff and members of the Class would not have purchased their Adobe Subscriptions or would
11 have canceled their Adobe Subscriptions prior to the renewal of the subscriptions, so as not to
12 incur additional fees. Thus, Plaintiff and members of the Class were damaged and have suffered
13 economic injuries as a direct and proximate result of Defendant's unlawful and/or unfair business
14 practices.

15 92. Defendant's violations have continuing and adverse effects because Defendant's
16 unlawful conduct is continuing, with no indication that Defendant intends to cease this unlawful
17 course of conduct. The public and the Class are subject to ongoing harm because the unlawful
18 and/or unfair business practices associated with the Adobe Subscriptions are still used by
19 Defendant today.

20 93. Plaintiff and the Class seek restitution pursuant to Cal. Bus. & Prof. Code § 17203
21 of all amounts that Defendant charged or caused to be charged to Plaintiff's and the Class's
22 Payment Methods in connection with their Adobe Subscriptions during the four years preceding
23 the filing of this Complaint. Defendant should be required to disgorge all the profits and gains it
24 has reaped and restore such profits and gains to Plaintiff and the Class, from whom they were
25 unlawfully taken.

26 94. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and members of the Class
27 seek a court order enjoining Defendant from such future misconduct, and any other such orders
28 that may be necessary to rectify the unlawful business practices of Defendant.

1 which is known, or which by the exercise of reasonable care should be known, to be untrue or
2 misleading.”

3 105. Defendant committed acts of false advertising, as defined by § 17500, by
4 intentionally making and disseminating statements to consumers in California and the general
5 public concerning Defendant’s products and services, as well as circumstances and facts connected
6 to such products and services, which are untrue and misleading on their face and by omission, and
7 which are known (or which by the exercise of reasonable care should be known) by Defendant to
8 be untrue or misleading. Defendant has also intentionally made or disseminated such untrue or
9 misleading statements and material omissions to consumers in California and to the public as part
10 of a plan or scheme with intent not to sell those services as advertised.

11 106. Defendant’s statements include but are not limited to representations and omissions
12 made to consumers before and after enrollment in Defendant’s Adobe Subscriptions regarding the
13 terms of payment for and cancellation of a consumer’s automatic payments. Defendant is silent
14 with regard to the terms of its cancellation policy. These omissions on the Checkout Page and the
15 Acknowledgment Email constitute false and deceptive advertisements.

16 107. Defendant’s actions in violation of § 17500, as described herein, were false and
17 misleading such that the general public is and was likely to be deceived.

18 108. Plaintiff and the members of the Class were deceived by Defendant’s statements
19 and omissions made online when they signed up and started paying for their Adobe Subscriptions,
20 and there is a strong probability that other California consumers and members of the public were
21 also or are likely to be deceived as well. Any reasonable consumer would be misled by
22 Defendant’s false and misleading statements and material omissions. Plaintiff and other members
23 of the Class did not learn of Defendant’s cancellation and automatic payment policies until after
24 they had already signed up and started paying for Defendant’s Adobe Subscription. They relied on
25 Defendant’s statements and omissions to their detriment.

26 109. Plaintiff and the Class lost money or property as a result of Defendant’s FAL
27 violations because they would not have purchased the Adobe Subscriptions on the same terms if
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1 the true facts were known about the product and the Adobe Subscriptions do not have the
2 characteristics as promised by Defendant.

3 110. Plaintiff, individually and on behalf of all similarly situated California consumers,
4 seeks individual, representative, and public injunctive relief and any other necessary orders or
5 judgments that will prevent Defendant from continuing with its false and deceptive advertisements
6 and omissions; restitution that will restore the full amount of their money or property;
7 disgorgement of Defendant’s relevant profits and proceeds; and an award of costs and reasonable
8 attorneys’ fees.

9
10 **COUNT IV**
Violations of California’s Consumers Legal Remedies Act (“CLRA”),
Cal. Civ. Code §§ 1750, *et seq.*

11 111. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
12 preceding paragraphs as though alleged in this Count.

13 112. Plaintiff brings this claim individually and on behalf of the members of the
14 proposed Class against Defendant.

15 113. Plaintiff and the members of the Class are “consumers” within the meaning of Cal.
16 Civil Code § 1761(d) in that Plaintiff and the Class sought or acquired Defendant’s goods and/or
17 services for personal, family, or household purposes.

18 114. Defendant’s selection and/or subscription offers and the other products pertaining
19 thereto are “goods” and/or “services” within the meaning of Cal. Civil Code § 1761(a) and (b).
20 The purchases by Plaintiff and the Class are “transactions” within the meaning of Cal. Civil Code
21 § 1761(e).

22 115. The acts and practices of Defendant as described above were intended to deceive
23 Plaintiff and the Class as described herein, and have resulted, and will result, in damages to
24 Plaintiff and the Class. These actions violated, and continue to violate, the CLRA in at least the
25 following respects: (a) Defendant’s acts and practices constitute representations or omissions
26 deceiving that the Adobe Subscriptions have characteristics, uses, and/or benefits, which they do
27 not, in violation of Cal. Civil Code § 1770(a)(5); and (b) Defendant’s acts and practices constitute
28

1 the advertisement of the goods in question without the intent to sell them as advertised, in violation
2 of Cal. Civil Code § 1770(a)(9).

3 116. Plaintiff and the Class suffered economic injury as a direct result of Defendant’s
4 misrepresentations and/or omissions because they were induced to purchase Adobe Subscriptions
5 and/or pay renewal fees they would not have otherwise purchased and/or paid. Had Defendant
6 fully and clearly disclosed the terms associated with the Adobe Subscriptions, Plaintiff and the
7 Class would not have subscribed to the Adobe Subscriptions, or they would have canceled their
8 Adobe Subscriptions earlier, *i.e.*, prior to the expiration of the initial subscription period.

9 117. Plaintiff, on behalf of himself and all other members the Class, seeks an injunction
10 prohibiting Defendant from continuing its unlawful practices in violation of the CLRA.

11 118. In compliance with the provisions of California Civil Code § 1782, Plaintiff sent
12 written notice to Defendant on June 28, 2024, informing Defendant of his intention to seek
13 damages under California Civil Code § 1750. The letter was sent via certified mail, return receipt
14 requested, advising Defendant that it was in violation of the CLRA and demanding that it cease
15 and desist from such violations and make full restitution by refunding the monies received
16 therefrom. The letter expressly stated that it was sent on behalf of Plaintiff and “all other persons
17 similarly situated.” Accordingly, if Defendant fails to take corrective action within 30 days of
18 receipt of the demand letter, Plaintiff will amend his complaint to include a request for damages as
19 permitted by Civil Code § 1782(d) for Defendant’s violations of the CLRA.

20 **COUNT V**
21 **Unjust Enrichment / Restitution**

22 119. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
23 preceding paragraphs as though alleged in this Count.

24 120. Plaintiff brings this claim individually and on behalf of the members of the
25 proposed Class against Defendant.

26 121. Plaintiff and the Class conferred benefits on Defendant by purchasing the Adobe
27 Subscriptions.
28

1 induced Plaintiff and Class members to purchase and enroll in Defendant's Adobe Subscription
2 programs.

3 130. Plaintiff and Class members would not have purchased the Adobe Subscriptions if
4 the true facts had been known.

5 131. The negligent actions of Defendant caused damage to Plaintiff and Class members,
6 who are entitled to damages and other legal and equitable relief as a result.

7 **COUNT VII**
8 **Fraud**

9 132. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in
10 all preceding paragraphs of this complaint.

11 133. Plaintiff brings this claim individually and on behalf of the members of the
12 proposed Class against Defendant.

13 134. As discussed above, Defendant provided Plaintiff and Class members with false or
14 misleading material information and failed to disclose material facts about the Adobe
15 Subscriptions and their associated automatic renewal terms, including terms regarding Defendant's
16 cancellation policy and billing practices and policies. These misrepresentations and omissions
17 were made by Defendant with knowledge of their falsehood.

18 135. The misrepresentations and omissions made by Defendant, upon which Plaintiff and
19 Class members reasonably and justifiably relied, were intended to induce and actually induced
20 Plaintiff and Class members to purchase the Adobe Subscriptions.

21 136. The fraudulent actions of Defendant caused damage to Plaintiff and the members of
22 the Class, who are entitled to damages and other legal and equitable relief as a result.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff Vikram Singh, individually and on behalf of all others similarly
25 situated, seeks judgment against Defendant, as follows:

- 26 a. For an order certifying the Class and naming Plaintiff as a representative of the
27 Class and Plaintiff's attorneys as Class Counsel to represent the Class;
28 b. For an order declaring Defendant's conduct violates the statutes referenced herein;
c. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;

- d. For actual, compensatory, statutory, and/or punitive damages in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For injunctive relief as pleaded or as the Court may deem proper; and
- h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees, expenses, and costs of suit.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action and issues so triable.

Dated: July 1, 2024

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Joshua R. Wilner

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Attorneys for Plaintiff and the Putative Class

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Joshua R. Wilner, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a partner at Bursor & Fisher, P.A., counsel of record for Plaintiff Singh in this action. Plaintiff Vikram Singh alleges that he is a citizen of California who resides in Antioch, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that Defendant Adobe, Inc., regularly does business in the Northern District of California, and a substantial portion of the events alleged in the Complaint, including the same misrepresentations, omissions, and injures as alleged herein, have occurred in this District.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed at Walnut Creek, California, this 1st day of July, 2024.

/s/ Joshua R. Wilner

Joshua R. Wilner