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Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

18 *Attorneys for Plaintiff and the Proposed Class*

19  
20 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF CONTRA COSTA**  
22

23 JOSHUA CROSS, individually and on behalf of  
24 all others similarly situated,

25 Plaintiff,

26 v.

27 TASKRABBIT, INC.,

28 Defendant.

Case No. C25-01684  
Assigned to:

**CLASS ACTION**

**COMPLAINT FOR:**

**VIOLATIONS OF THE CALIFORNIA  
BUSINESS AND PROFESSIONS CODE § 17200,  
et seq.;**

**VIOLATIONS OF THE CALIFORNIA CIVIL  
CODE § 1750, et seq.; AND**

**VIOLATIONS OF THE CALIFORNIA  
BUSINESS AND PROFESSIONS CODE § 17500,  
et seq.**

SUMMONS ISSUED

1 Plaintiff Joshua Cross (“Plaintiff”), individually and on behalf of all others similarly situated, brings  
2 this Complaint against Defendant TaskRabbit, Inc. (“TaskRabbit” or “Defendant”). Plaintiff makes the  
3 following allegations based upon, *inter alia*, the investigation made by his counsel, and based upon  
4 information and belief, except as to those allegations specifically pertaining to Plaintiff, which are based  
5 on his personal knowledge.

#### 6 **NATURE OF ACTION**

7 1. This is a proposed class action seeking monetary damages, restitution, and equitable relief  
8 from Defendant’s misrepresentations and omissions arising from its deceptive and fraudulent advertising  
9 practices.

10 2. Defendant operates an online marketplace that matches freelance labor with local demand,  
11 allowing people to find help with tasks including personal assistance, furniture assembly, moving, delivery,  
12 and handyman work.

13 3. TaskRabbit works by allowing users to post requests for help and/or matching them with  
14 Taskers who can perform those tasks.

15 4. TaskRabbit permits clients to browse Taskers' profiles, which display their hourly rates in  
16 bold lettering, along with their skills, experience, and reviews.

17 5. This case concerns the unfair and deceptive advertising practices utilized by Defendant to  
18 deceive consumers into using its website to hire workers.

19 6. On its website, Defendant lures consumers in with the (false) promise of simple, flat hourly  
20 rate for specialized work.

21 7. However, contrary to the expectations of consumers and California law, Defendant then  
22 waits until a consumer has selected a worker, filled out numerous pieces of personal information about  
23 themselves and the proposed task, and reached the very end of the checkout process to inconspicuously  
24 disclose a hidden fee to be charged that is not included in its advertised price, including a “Trust and  
25 Support Fee.”

26 8. Defendant’s tactics are a classic bait-and-switch referred to as “drip pricing,” luring in  
27 consumers with the promise of low advertised prices, and then waiting until the last minute for consumers  
28

1 to find that they will be charged substantially more for their hired work as a result of Defendant's  
2 undisclosed fee.

3 9. Moreover, the Trust and Support Fees themselves are a sham, classic "junk fees" that do  
4 not correspond to any actual extraneous service which would reasonably be separated from the all-in price.  
5 These fees charged by Defendant are merely a second payment—in the form of a junk fee—for the service  
6 that Defendant purports to be providing.

7 10. As a result, the Trust and Support Fees are simply a means for Defendant to misrepresent  
8 the true price of its services in its advertising and reap additional profits from an unfair competitive  
9 advantage.

10 11. Accordingly, Plaintiff and the proposed Class members paid substantially more than  
11 Defendant purported to offer in its online advertisements.

12 12. Plaintiff, individually and on behalf of all other similarly situated, seeks to end Defendant's  
13 deceptive practices and obtain damages, restitution, and equitable relief, as set forth below.

#### 14 **PARTIES**

15 13. Plaintiff Cross is and was, at all relevant times, a citizen of the State of California, residing  
16 in Concord, California.

17 14. Defendant TaskRabbit is a Delaware corporation with headquarters in San Francisco,  
18 California. Defendant has transacted business in this County and throughout the United States.

#### 19 **JURISDICTION AND VENUE**

20 15. This Court has jurisdiction over this action pursuant to Cal. Code Civ. Proc. § 410.10 and  
21 Cal. Bus. & Prof. Code §§ 17203-17204, 17604. This action is brought as a class action on behalf of  
22 Plaintiff and Class members pursuant to Cal. Code Civ. Proc. § 382.

23 16. This Court has personal jurisdiction over Defendant because Defendant is headquartered in  
24 California and/or regularly conducts business in California, including connecting taskers here. Defendant  
25 has sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California  
26 market, including in Los Angeles, which has caused both obligations and liability of Defendant to arise in  
27 Los Angeles.  
28

17. Plaintiff and the proposed Class have suffered injury as a result of Defendant's acts in this District.

18. Venue is proper in this Court pursuant to Cal. Code Civ. Proc. §§ 395 and 395.5 because Defendant regularly conducts business in this County, and unlawful acts or omissions have occurred in this County.

### **COMMON FACTUAL ALLEGATIONS**

#### **A. Defendant's Business.**

19. Defendant connects individuals seeking help with tasks to a large network of taskers who work on a freelance basis.

20. TaskRabbit has both an app and website, where users can log in and connect with taskers who have experience handling various jobs. The user is prompted to fill in substantial information, including the task, their location, and any notes. The user is then provided with various taskers who (supposedly) have experience and/or can handle the task the user is seeking help with.

21. Next to each tasker is their hourly rate in large bold font represented as \$\_\_\_/hr. At this point, there is no mention of any additional fees.

22. Next, Defendant asks you to fill in more information: the time and date of your proposed task. From there, a user is finally directed to the final checkout page in which they are asked to enter their payment information. Only on this final page, in the bottom right-hand corner are consumers provided with what TaskRabbit calls a "Trust and Support Fee" at the bottom of the page. Accordingly, the price advertised by Defendant on its website as to the hourly rate is a falsehood and fails to reflect the actual costs to consumers when they complete the transaction and over the course of purchase.

23. Defendant uses these deceptive advertising practices because the advertised price is important to consumers. Consumers are more likely to hire a worker if they believe they are getting a good deal.

24. Advertising a price that does not reflect the actual cost to the consumer is deceptive and illegal. *See e.g.* Cal. Civ. Code § 1770(a)(29) (it is an unfair and deceptive practice to "advertis[e], display[], or offer[] a price for a good or service that does not include all mandatory fees or charges.").

25. But Defendant does just that. Defendant advertises the worker's rates without disclosing that consumers will be subject to various additional Trust and Support Fees undisclosed in the advertised price. As a result, everything about Defendant's advertising is false.

26. Defendant's advertising and tactics are deceptive and unfair because it "interferes with consumers' ability to price-compare and manipulates them into paying fees that are either hidden entirely or not presents until late in the transaction, after the consumer has already spent significant time selecting and finalizing a product or service plan to purchase."<sup>1</sup>

27. Defendant's tactics are deceptive, unfair, and illegal under California law.

### **B. Drip Pricing**

28. Defendant's deceptive checkout tactics are a classic case of "Drip pricing." "Drip pricing refers to a strategy where additional fees are revealed incrementally during the purchase process. It starts with a low base price but adds mandatory charges such as service fees, taxes and handling costs as customers progress through checkout. Critics note that this practice can mislead consumers about the true cost."<sup>2</sup>

29. "Drip pricing" works because as research has shown, "our brains tend to fix on the price we first encountered even after we learn the total cost. And even when consumers learn about the hidden fees, they often pay up rather than shop around . . . because they figure that 'investing more time into searching for it will not be worthwhile.'"<sup>3</sup>

30. Reasonable consumers like Plaintiff understand that the advertised cost they are presented with, absent any additional disclosure, will reflect the total cost they will pay. Moreover, reasonable consumers certainly will not expect that the actual price advertised is subject to substantial, superfluous fees, such as Trust and Support Fees, that are not connected to any additional service provided.

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<sup>1</sup> Bringing Dark Pattern to Light, FTC Staff Report (September 2022), available at [https://www.ftc.gov/system/files/ftc\\_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf)

<sup>2</sup> <https://www.pymnts.com/news/regulation/2024/regulators-have-been-sounding-the-drip-pricing-alarm-for-years/> (last accessed June 1, 2025).

<sup>3</sup> <https://www.nytimes.com/interactive/2024/02/23/business/what-is-drip-pricing.html> (last accessed June 1, 2025).

31. Defendant's undisclosed additional fees are precisely the type of "Junk Fees" that have come under government scrutiny in recent years:

"Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system."<sup>4</sup>

32. As the Federal Trade Commission said recently in its effort to combat Junk Fees,

"[M]any consumers said that sellers often do not advertise the total amount they will have to pay, and disclose fees only after they are well into completing the transaction. They also said that sellers often misrepresent or do not adequately disclose the nature or purpose of certain fees, leaving consumers wondering what they are paying for or if they are getting anything at all for the fee charged."<sup>5</sup>

33. In its own effort to combat junk fees, the State of California recently expanded its Consumer Legal Remedies Act ("CLRA") with an amendment to make "drip pricing" illegal, in cases, like this, involving advertising a price that is less than the actual price that a consumer will have to pay for a good or service. Cal. Civ. Code § 1770(a)(29). Under the updated California law, it is now illegal to advertise a low price for a product, only for that product to be subject to additional or mandatory fees later. In other words, ***"the price listed or advertised to the consumer must be the full price that the consumer is required to pay."***<sup>6</sup> (emphasis added).

34. As the California Department of Justice stated:

"Businesses are free to explain how they set their prices or to subsequently itemize the charges that make up the total price that they charge customers. However, the price they advertise or display must be the total price that customers will have to pay for the good or service. Knowing the price of a good of service is essential to competition, and displaying a price that is less than what the customer will actually be charged is deceptive."

*Id.* at p. 4.

<sup>4</sup> The White House, *The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition*, (Mar. 5, 2024), available at [https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#\\_ftnref3](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)

<sup>5</sup> Federal Trade Commission, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden and falsely advertised fees*, (Oct. 11, 2023), available at <https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees>.

<sup>6</sup> See California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked Questions*, available at <https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf> (last accessed July 18, 2024).

35. Federal guidance has similarly criticized the exact type of "drip pricing" tactics utilized by Defendant. In its 2013 publication ".com Disclosures: How to Make Effective Disclosures in Digital Advertising", the FTC makes clear that when advertising and selling are combined on a website, and the consumer will be completing the transaction online, the disclosures should be provided before the consumer makes the decision to buy - for example, before the consumer "add[s] to shopping cart."<sup>7</sup>

36. Defendant violates California law and federal guidance by adding the Trust and Support Fees as line items well after the consumer "add[s] to shopping cart," hidden in the fine print of the contract it asks consumers to accept after a lengthy application process, and by failing to affirmatively disclose these fees in its advertised prices.

37. Worse yet, these surreptitious Trust and Support Fees are arbitrary and provide no additional value to consumers. They are not tied to any actual services rendered—such as vetting contractors or facilitating communications—and fail to reflect any measurable value. The fees vary inconsistently across transactions without regard to the scope, nature, or complexity of the underlying job, further underscoring their lack of legitimacy. Rather than serving a legitimate business purpose, these charges function solely to pad Defendant's profit margins. In effect, Defendant imposes a second, undisclosed payment on consumers after they are already engaged, exploiting their reliance on the platform under the guise of a fabricated service.

38. Defendant's practice of imposing its hidden and superfluous Trust and Support Fees on unsuspecting consumers is intentionally deceptive, unfair, and contrary to law.

### **C. Plaintiff's Experience.**

39. In or around May 2024, Plaintiff used TaskRabbit to hire a tasker for cleaning services. Plaintiff saw on Defendant's website that there was a tasker who had an hourly rate of approximately \$39.00. Nowhere on the website advertisement for the tasker selected by Plaintiff was there a disclosure that the advertised rate was subject to additional fees, let alone a Trust and Support Fee.

<sup>7</sup> See Fed. Trade Comm'n, *.com Disclosures: How to Make Effective Disclosures in Digital Advertising* at ii, 14 (Mar. 2013), available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf>.

40. In or around October 2024, Plaintiff used TaskRabbit to hire another tasker for cleaning services. Plaintiff saw on Defendant's website that there was a tasker who had an hourly rate of approximately \$71.00. Nowhere on the website advertisement for the tasker selected by Plaintiff was there a disclosure that the advertised rate was subject to additional fees, let alone a Trust and Support Fee.

41. Due to Defendant's lack of affirmative disclosure in its advertised prices, Plaintiff was charged a \$28.88 Trust and Support Fee in May 2024 and \$10.76 Trust and Support Fee in October 2024 without his consent or knowledge.

42. Plaintiff relied on Defendant's representations about the initial hourly charge of the tasker for the job when he entered all of his information and completed the checkout process in May 2024 and October 2024.

43. But for Defendant's deceptive misrepresentations and omissions, Plaintiff would not have paid the costs of the Trust and Support Fees. Further, Plaintiff would not have used Defendant's services if he knew the advertised price was a complete falsehood due to Defendant's fee increase tactics.

**D. Plaintiff's Experience is Representative of Defendant's Deceptive Tactics**

44. A review of numerous experiences with Defendant confirms Plaintiff's experience is far from unusual and is indicative of a systemic and deceptive nationwide practice. Defendant uses its deceptive online offering to bait in consumers, only to skyrocket their monthly prices, despite continuing to offer identical units at these short-lived and deceptive low-monthly rates.

45. Countless individuals on Better Business Bureau and Reddit similarly report instances of shocking rate increases.<sup>8</sup>

46. Defendant's false advertising practices have left consumers footing the bill for outrageous costs that were intentionally undisclosed in order to induce to bait and switch them into paying far more than Defendant purported to offer them.

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<sup>8</sup> See, e.g., [https://www.reddit.com/r/TaskRabbit/comments/s4jdjm/just\\_noticed\\_that\\_trust\\_and\\_support\\_fee\\_is\\_no\\_w\\_40/](https://www.reddit.com/r/TaskRabbit/comments/s4jdjm/just_noticed_that_trust_and_support_fee_is_no_w_40/)



**CLASS ALLEGATIONS**

47. Pursuant to Cal. Code Civ. Proc. § 382 and Cal. Civ. Code § 1781, Plaintiff brings this action individually and on behalf of a proposed Class of similarly situated persons defined as follows:

**All persons who, within the applicable state of limitations, were ever charged fees beyond what was advertised on Defendant's website or app.**

48. Excluded from the Class are Defendant, any entities in which it has a controlling interest, and any legal representative, heir or assign of Defendant. Also excluded from the Class are the presiding judge(s) in this case, their staff, and any members of their immediate family.

49. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including the addition of one or more subclasses, in connection with his motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new information obtained during discovery.

50. **Numerosity:** At this time, Plaintiff does not know the exact size of the Class; however, due to the nature of the trade and commerce involved, Plaintiff believes and alleges that the Class members number well into the thousands, and thus are so numerous that joinder of all members is impractical. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery of documents and information in the possession of Defendant.

51. **Commonality and Predominance:** There are questions of law and/or fact common to the Class, such that there is a well-defined community of interest among the Class members. These questions predominate over questions that may affect only individual members as Defendant has acted on grounds generally applicable to the Class. Moreover, adjudication of these common issues in a single action has important and desirable advantages of judicial economy. Such common legal or factual questions include, but are not limited to, the following:

- a. Whether Defendant unfairly, unethically, and/or deceptively charged extra fees to its customers;
- b. Whether Defendant unfairly, unethically, and/or deceptively failed to disclose facts regarding its extra fees;
- c. Whether Defendant's extra fees are an unfair, illegitimate, and/or anti-competitive junk fee;
- d. Whether Defendant's misrepresentations and omissions regarding its extra fees were

material;

- e. Whether Defendant's alleged misconduct misled or had the tendency to mislead consumers;
- f. Whether Defendant engaged in unfair and/or fraudulent business practices under the laws asserted;
- g. Whether Defendant's conduct violated California's Unfair Competition Law;
- h. Whether Defendant's conduct violated the California Consumers Legal Remedies Act;
- i. Whether Defendant's conduct violated California's False Advertising Law;
- j. Whether Defendant acted in bad faith when it charged extra fees;
- k. Whether Plaintiff and the Class were harmed by Defendant's practices, omissions and/or misrepresentations; and
- l. Whether Plaintiff and the Class are entitled to actual, compensatory, and/or nominal damages, and the proper measure thereof.

52. **Typicality:** Plaintiff, just like many other consumers, was charged Trust and Support Fees that he was not aware of and/or did not agree to. Plaintiff's claims are typical of the claims of the Class because Plaintiff and the Class have suffered the same or similar injury as a result of Defendant's false, deceptive, misleading, and bad faith conduct, and their claims assert the same legal theory. Moreover, Plaintiff is not subject to any unique defenses. As such, Plaintiff's claims are typical of the claims of the Class.

53. **Adequacy of Representation:** Plaintiff is an adequate representative of the Class. He is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of consumer class actions such as this, and who have the financial and legal resources necessary to litigate this case through resolution, including through trial and appeal, if necessary. Plaintiff does not have any interests adverse to those of the Class.

54. **Superiority:** A class action is the superior method for fair and efficient adjudication of the controversy. The likelihood that individual Class members will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the comparatively modest amount of monetary relief available for each individual Class member. Moreover, prosecution of separate actions by individual Class members would create a risk

inconsistent or contradictory judgments, lead to the duplication of evidence, effort, and expense, and unnecessarily overwhelm the court system. The benefits of class treatment, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action. Plaintiff do not anticipate any difficulty in the management of this litigation as a class action.

55. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and declaratory relief with respect to the Class as a whole.

### **FIRST CAUSE OF ACTION**

#### **Violation of California's Unfair Competition Law ("UCL") Cal. Bus. & Prof. Code § 17200, *et seq.***

56. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-55 by reference as if fully set forth herein.

57. The UCL defines "unfair competition" to include any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

58. A business practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practices against the gravity of the harm to the alleged victims.

59. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the public.

60. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally or negligently engaged in unfair business practices—but only that such practices occurred.

61. Defendant's conduct described herein is "unfair" because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers, and any utility of such practices is outweighed by the harm caused to consumers, including to Plaintiff, the Class, and the public. Specifically, Defendant, *inter alia*:

- a. Deceptively charged consumers fees that were not disclosed in its advertisements;
- b. Charged an unreasonable amount for said fees;

- c. Failed to clearly and conspicuously apprise consumers of the various terms they were accepting, such as the Trust and Support Fee;
- d. Failed to provide customers with an opportunity to reject and/or opt out of the Trust and Support Fee;
- e. Violated California's Consumer Legal Remedies Act ("CLRA") as further described in Count II; and
- f. Violated California's False Advertising Law as further described in Count III.

62. There were reasonably available alternatives to further Defendant's legitimate business interests, other than engaging in the misleading and deceptive conduct described herein.

63. Defendant's conduct is "fraudulent" because it was (and is) likely to deceive reasonable consumers, and did deceive reasonable consumers, including Plaintiff.

64. Defendant's conduct and actions are deceptive, untrue, and misleading to reasonable consumers, and will continue to mislead consumers in the future.

65. Plaintiff relied on Defendant's representations to become a consumer and user its services to hire a tasker.

66. As a direct and proximate result of Defendant's misconduct, Plaintiff and Class members have suffered and will continue to suffer damages.

67. Defendant's wrongful conduct is ongoing and presents a continuing threat to Class members.

68. Plaintiff lacks an adequate remedy at law.

69. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks restitution and disgorgement as a result of the unfair business practices described above.

## **SECOND CAUSE OF ACTION**

### **Violation of California's Consumer Legal Remedies Act ("CLRA") Cal. Civ. Code § 17500, *et seq.***

70. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-55 by reference as if fully set forth herein.

71. Defendant's services utilized by Plaintiff and the Class are a "service" within the meaning of Cal. Civ. Code. § 1761(b).

72. Plaintiff and each member of the proposed Classes are consumers as defined by Cal. Civ. Code. § 1761(d).

73. Defendant's connecting and sale of services on its website to consumers were "transactions" within the meaning of Cal. Civ. Code. § 1761(e).

74. Defendant violated, and continues to violate, the CLRA by, *inter alia*:

- a. Deceptively charging consumers fees that were not disclosed in its advertisements;
- b. Charging an unreasonable amount for said fees;
- c. Failing to clearly and conspicuously apprise consumers of the various terms they were accepting, such as the Trust and Support Fee;
- d. Failing to provide customers with an opportunity to reject and/or opt out of the Trust and Support Fee;
- e. Luring consumers in with the false promise of what appears to be a flat hourly rate and then charging undisclosed fees and substantial price increases.

75. Defendant's conduct violated the following provisions of Cal. Civ. Code § 1770:

- a. "Representing that goods or services have . . . characteristics . . . that they do not have";
- b. "Using deceptive representations . . . in connection with . . . services";
- c. "Advertising goods or services with intent not to sell them as advertised"; and
- d. "Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges."

76. Defendant affirmatively and knowingly misrepresented to its consumers that they could use its services without any hidden fees.

77. Defendant's conduct and actions are deceptive, untrue, and misleading to reasonable consumers, and will continue to mislead consumers in the future.

78. Plaintiff relied on Defendant's representations to hire a tasker.

79. Despite being made aware of consumer complaints, Defendant did not take any effective measures to ensure that consumers are clearly made aware of its extra fees.

80. As a direct and proximate result of Defendant's misconduct, Plaintiff and Class members have suffered and will continue to suffer actual damages.

81. Defendant's wrongful conduct is ongoing and presents a continuing threat to Class members.

82. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff seeks injunctive and declaratory relief on behalf of the general public for violations of the CLRA.

83. On June 9, 2025, pursuant to Cal. Civ. Code § 1782(a), Plaintiff notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that, *inter alia*, it correct same. Plaintiff will amend this Complaint to seek damages if Defendant does not comply with Cal. Civ. Code § 1782(b).

### **THIRD CAUSE OF ACTION**

#### **Violations of California's False Advertising Law ("FAL") (Cal. Bus. & Prof. Code § 17500, *et seq.*)**

84. Plaintiff repeat, reallege, and incorporate the allegations in Paragraphs 1-55 by reference as if fully set forth herein.

85. The FAL prohibits unfair, deceptive, untrue, or misleading advertising, including, but not limited to, false statements as to worth, value, and price.

86. The FAL provides that: "It is unlawful for any person, firm, corporation or association... with intent directly or indirectly... to perform services, or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public of this state... any statement, concerning that real or personal property or those services... or concerning any circumstance of fact connected with the proposed performance or disposition thereof, which is untrue and misleading." Cal. Bus. & Prof. Code § 17500.

87. Further, the FAL provides that: "Any advertisement, including any advertisement over the Internet, soliciting the purchase or lease of a product or service, or any combination thereof, that requires,

as a condition of sale, the purchase or lease of a different product or service, or any combination thereof, *shall conspicuously disclose in the advertisement the price of all those products or services.*” Cal. Bus. & Prof. Code §17509(a).

88. Defendant’s online advertisements misrepresent the true costs of its contracts with a falsely deflated price, including failing to include the costs of the goods and services it charges its extra fees for.

89. Defendant knowingly misrepresents the costs of hiring taskers in its online advertisements.

90. Through its unfair acts, practices and statements, Defendant has improperly obtained money from Plaintiff and the class members. As such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and all class members, and to prevent Defendant from continuing to violate the FAL, and/or from violating the FAL in the future. Otherwise, Plaintiff, the class members, and members of the general public may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of all others similarly situated, pray for the following relief:

- (a) An order certifying the Class as requested herein, appointing Plaintiff as Class Representative and Plaintiff’s counsel as Class Counsel;
- (b) An order declaring Defendant’s conduct unfair and/or fraudulent;
- (c) An order awarding Plaintiff and the Class restitution and/or disgorgement;
- (d) An order awarding Plaintiff and the Class all damages available under the law, including compensatory, statutory, and punitive, as well as pre- and post-judgment interest;
- (e) An order awarding Plaintiff and the Class their reasonable attorneys’ fees and costs of suit, along with pre- and post-judgment interest; and
- (f) An order awarding any other and further relief as this Court deems just, proper and equitable.

#### **JURY DEMAND**

Plaintiff and the Class members hereby demand a jury trial on all claims so triable.

1 Dated: June 12, 2025

**KALIELGOLD PLLC**

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3 By: \_\_\_\_\_

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