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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO

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JOSE RUIZ, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

THE BRADFORD EXCHANGE, LTD.,
an Illinois corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2023-00037208-CU-BT-CTL

CLASS ACTION

COMPLAINT FOR:

- (1) FALSE ADVERTISING
[Bus. & Prof. Code, §§ 17535 & 17600 et seq.]; and
- (2) UNFAIR COMPETITION
[Bus. & Prof. Code, § 17200 et seq.]

1 **INTRODUCTION**

2 1. This class action complaint alleges that defendant The Bradford Exchange, Ltd.
3 (“Bradford”) violates California law by enrolling consumers in automatic renewal subscriptions
4 without first providing the clear and conspicuous disclosures mandated by California law; charging
5 consumers for automatic renewal subscriptions without first obtaining the consumer’s affirmative
6 consent to an agreement that contains clear and conspicuous disclosure of required automatic
7 renewal offer terms; and failing to provide an acknowledgment that includes the required clear and
8 conspicuous disclosures. This conduct constitutes false advertising, based on violation of the
9 California Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.), and it also violates the
10 Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.). This action seeks restitution for
11 Plaintiff and other affected California consumers.

12 **THE PARTIES**

13 2. Plaintiff Jose Ruiz (“Ruiz”) is an individual residing in Orange County, California.

14 3. The Bradford Exchange, Ltd. is an Illinois corporation that does business in San
15 Diego County, and throughout California, including but not limited to the online marketing and sale
16 of a variety of merchandise.

17 4. Plaintiff does not know the names of the defendants sued as DOES 1 through 50 but
18 will amend this complaint when that information becomes known. Plaintiff alleges on information
19 and belief that each of the DOE defendants is affiliated with the named defendant in some respect
20 and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant,
21 or as the principal, agent, successor, alter ego, or co-conspirator of or with one or more of the other
22 defendants. For ease of reference, Plaintiff will refer to the named defendant and the DOE
23 defendants collectively as “Defendants.”

24 5. Venue is proper in this judicial district because Bradford conducts business in San
25 Diego County and because Bradford has not designated a principal office in California, such that
26 venue is proper in any county designated by Plaintiff.

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1 **SUMMARY OF APPLICABLE LAW**

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

3 6. In 2009, the California Legislature passed Senate Bill 340, which took effect on
4 December 1, 2010 as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code,
5 § 17600 et seq. (“ARL”).) (Unless otherwise indicated, all statutory citations are to the California
6 Business and Professions Code.) SB 340 was introduced because:

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

14 (See Exhibit 1 at p. 4.)

15 7. The Assembly Committee on Judiciary provided the following background for the
16 legislation:

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

24 (See Exhibit 2 at p. 8.)

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

a. Fail to present the automatic renewal offer terms or continuous service offer
terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled
and in visual proximity to the request for consent to the offer. (§ 17602(a)(1).) For this purpose,
“clear and conspicuous” means “in larger type than the surrounding text, or in contrasting type, font,
or color to the surrounding text of the same size, or set off from the surrounding text of the same

1 size by symbols or other marks, in a manner that clearly calls attention to the language.”
2 (§ 17601(c).) The statute defines “automatic renewal offer terms” to mean the “clear and
3 conspicuous” disclosure of the following: (a) that the subscription or purchasing agreement will
4 continue until the consumer cancels; (b) the description of the cancellation policy that applies to the
5 offer; (c) the recurring charges that will be charged to the consumer’s credit or debit card or payment
6 account with a third party as part of the automatic renewal plan or arrangement, and that the amount
7 of the charge may change, if that is the case, and the amount to which the charge will change, if
8 known; (d) the length of the automatic renewal term or that the service is continuous, unless the
9 length of the term is chosen by the consumer; and (e) the minimum purchase obligation, if any.
10 (§ 17601(b).)

11 b. Charge the consumer’s credit or debit card or the consumer’s account with a
12 third party for an automatic renewal or continuous service without first obtaining the consumer’s
13 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
14 service offer terms. (§ 17602(a)(2).)

15 c. Fail to provide an acknowledgment that includes the automatic renewal or
16 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
17 manner that is capable of being retained by the consumer. (§ 17602(a)(3).) Section 17602(b)
18 requires that the acknowledgment specified in section 17602(a)(3) include a toll-free telephone
19 number, electronic mail address, or another “cost-effective, timely, and easy-to-use” mechanism for
20 cancellation.

21 9. As a species of false advertising, violation of the ARL gives rise to equitable relief,
22 including restitution, pursuant to the general remedies provision of the False Advertising Law,
23 section 17535. The remedies of the FAL are cumulative to each other and to the remedies available
24 under all other laws of California. (§ 17534.5.)

25 10. If a business sends any goods, wares, merchandise, or products to a consumer under
26 an automatic renewal or continuous service agreement without first obtaining the consumer’s
27 affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic
28 renewal offer terms, such material is an “unconditional gift” to the consumer. (§ 17603.)

1 [as of August 28, 2023]), many of which involve customers who report being charged for a
2 collection subscription that they did not authorize, after making what they thought was a one-time
3 purchase. The following consumer complaints, set forth verbatim from the BBB website, are
4 illustrative:

5 **Peter v. (Feb. 6, 2023).** When buying one collection item, the Bradford Exchange
6 signs you up for a recurring purchase without telling you. Not clear or even
7 mentioned in the order webpage nor the confirmation emails inform you that you are
8 signing up for a recurring purchase. I have 6 charges on my account now adding up
to \$1000! I am now in a holding pattern until the last items arrive so that I can return
them. What a terrible business model!

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

10 **Elene C. (Jan. 4, 2023).** Disingenuous is the adjective which jumps to mind: you
11 order ONE item from them, and then they keep on sending you (or your chosen
12 recipient) unauthorized items and charging you on a monthly basis. When you query
13 this, they tell you it's a subscription service because the item you ordered happens to
14 be part of a collection and they assume you want the whole collection mailed to you
for the next 24 months?! But their original confirmation email for the order you
placed for the single item does not advise about this "subscription service". Scam is
what I would call it. Ridiculous way to try to make money. Appalling and distasteful
practice.

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

16 **Alex Z. (Nov. 29, 2022).** Do not order. They are thieves. They will keep charging
17 your credit card for things you did not order. Good luck calling them they will just
argue and not help you. This place needs a nice class action law suit.

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

19 **Jeffrey A. (Mar. 30, 2022).** Purchased a few Christmas gifts and paid by credit card.
20 Some months later, my credit card was billed for two items that then showed up. I
21 called Bradford on 3/22 to ask why I was being sent this merchandise, and the ***
22 said I signed up for a series. I don't believe I did so. If they are right, they are
23 misleading at the very least. I told the *** that I wanted no more charges and no
more gifts sent. She agreed. I didn't want to go through the hassle of returning the
stuff, so I at the charge. Now, on 3/30, another charge comes through. I called, and
the *** was not helpful. Beware in dealing with this company. I wish I had never
done business with them.

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

25 **JT. (Dec. 25, 2021).** Purchased a Christmas gift in early December for about \$60 +
26 tax/shipping. Arrived in reasonable time. I paid in full immediately. Three weeks
27 later, I am being charged another \$38.33 for something. I don't know why. I didn't
28 sign up for any subscription, I just checked to make sure I didn't miss anything, and
I didn't see any subscription boxes anywhere. So I figured I was just buying a this
single gift. So why did I get charged for something??? Now that I'm looking at others'

1 reviews, there is some VERY, VERY shady wording in their description. You are
2 AUTOMATICALLY entered into a subscription service, and they don't outright
3 spell that out for you. You don't have a choice. You have to opt out somehow (other
4 reviews say they are extremely difficult to contact). Very poor design. Very awful
5 company and business practices. The default should NOT be a subscription service.
6 It should be a box or something you have to select. Another thing is I didn't even get
7 an email or ANYTHING telling me this next item is being charged or coming! I only
8 know because I just happened to check my credit card statement! (I would have
9 known when the item arrived.) But I suppose if your intent is to bilk unwitting
10 customers out of their money and hope they don't catch on, then they are probably
11 doing pretty well for themselves. How is this company not been fined into oblivion
12 with their wholly unscrupulous business practices?

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

9 **Linda B. (Dec. 21, 2021).** I dont know how this company has not been sued for
10 violations of UDAAP laws. I saw an add for a set of FOUR (4) elephant figurines on
11 ***** and decided to buy them. I received and paid for the 4 figurines I agreed
12 to purchase. Then, out of the blue, with no contact from the merchant whatsoever, I
13 received a FIFTH figurine and the \$50+ dollars was automatically billed to my credit
14 card that they already had on file. I contacted the company and they advised that
15 *sometimes*, if a collection is popular, they will add additional figurines and send
16 them to the people who had signed up to purchase the collection. This is predatory
17 and abusive behavior! I advised them that I wanted NO MORE ITEMS from their
18 company and revoked their authority to charge my credit/debit card. Later, I received
19 an invoice for a SIXTH figurine, that I never even received! Since they could no
20 longer legally charge my card, they sent an invoice, telling me I owed them for the
21 figurine they claimed they already sent. I finally just spoke to their customer service
22 and had my account cleared of the charge, since I never received the item. But when
23 I asked them to make sure I received no further items or charges, the response was
24 that I wouldnt be receiving anything else BECAUSE THE SIXTH FIGURINE WAS
25 THE LAST IN THE COLLECTION. Not because I asked them to stop. No. The only
26 reason they werent queueing me up for more automatic purchases was because the
27 collection was complete. Its infuriating and absurd. And then they tried to schmooze
28 me into buying the sixth figurine because having the complete collection makes them
29 more valuable. *eyeroll*

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

21 **Problems with Product/Service. (July 29, 2021).** I ordered a halloween xmas tree
22 in October 2020. I never received the item and was billed anyway. When I notified
23 Bradford Exchange via phone that I did not receive the item I ordered they sent me
24 another item. I returned it to sender and asked Bradford to refund my money. Now
25 every month they **** be and send me items I do not want. I had to finally change
26 my credit card number to stop the billing. I never signed up for a subscription and I
27 never ordered anything other than the tree that I never received. My attempts to
28 correct the situation with Bradford are going unaddressed by them. I want all the
29 money they billed me to be returned. I want the collection letters from
30 ***** to stop. I feel I am being harassed. I'm a doctor and do not
31 appreciate receiving collection notices nor do I understand Bradford's tactics for
32 sending unordered items and billing and then totally disregarding my attempts to
33 cease and desist.

28 A true and correct printout of that complaint is attached as Exhibit 9.

1 **Billing/Collection Issues. (Mar. 2, 2021).** I believe this company to be acting as a
2 fraudulent company. My credit card has been charged over \$3,000 for items that I
3 continuously return and cancel. I have tried calling, filling out return forms and sent
4 emails in writing that I wish to cancel any further deliveries and stop sending me
5 merchandise. Their Customer Service wont assist over the phone and tell me I need
6 to email and fill out cancellation on return forms. I have done this several times
7 EACH time I get a new delivery and the problem persists. It was meant to be a ONE
8 TIME gift for my daughters and over a year later I am still receiving items and being
9 charged. Going through the hassle of having to cancel my credit shouldn't be my
10 issue for their poor customer service, dysfunctional operations and unethical
11 practices! I will NEVER order anything from this company again and STILL waiting
12 for a REFUND for the 13 items I returned (unopened) and for items to stop arriving
13 at my house!

8 A true and correct printout of that complaint is attached as Exhibit 10.

9 **Ben W. (Jan. 25, 2021).** Scam, these guys sign you up for reoccurring “subscription
10 plans”. They do have the text on the page for it, but its designed to make you not pay
11 attention to it. During the entire checkout process(once the item is in your cart) no
12 mention of reoccurring payments, schedules, saving your credit card, or that they
13 will ship products to you without payment and bill you for it. This is a terrible
14 business practice designed to make people pay 2-3 times more than they wanted to
15 products they didn't actually want. Then the hassle of the process makes people not
16 fight with them about it.

14 A true and correct printout of that complaint is attached as Exhibit 11.

15 **Advertising/Sales Issues. (Jan. 15, 2021).** Bradford Exchange engaged in the
16 duplicitous practice of signing me up for a subscription without my permission. I
17 purchased one product as a gift and, only by checking my credit card statement,
18 found that the company charged me a second time two weeks later. There was no
19 indication that I had signed up for a subscription and no email confirmation that I
20 would be charged for more than the single product purchase. To be clear, the only
21 email confirmation that I received from the company for for a single purchased item
22 and, at no time did the company indicate that I signed up for a subscription. I called
23 their customer service to complain and was provided with two types of
24 misinformation. Firstly, the representative told me that I did sign up for a
25 subscription. After my complaint, the representative said that he would discontinue
26 my subscription (that I had never agreed to!). Secondly, the representative told me
27 that the second item was being shipped to my house and that I could return the item
28 for a full refund. This was also false. The item was shipped to the address to which I
sent the initial gift. The item was opened and I was thanked. Now, I cannot return
the item and I am out \$42 for something that I would never have purchased twice.
The Bradford Exchange company should be punished for its illegal business practice.

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

25 **Erin C. (Jan. 14, 2021).** I ordered ornaments for Christmas. I was charged again
26 around 12/21/2020 for a ‘new order’. I called to place a complaint. They told me I
27 signed-up for a monthly subscription; must’ve been small writing, tricky way to
28 subscribe. They told me it’s too late to cancel the last order, I can send it back, refuse
it, etc but she has cancelled the subscription going forward. So, I just paid for what
they sent and figured I would not get another charge. Here we are 1/14/2021 and
there’s ANOTHER Charge on my account. Do not trust this company.

1 A true and correct printout of that complaint is attached as Exhibit 13.

2 **Julie H. (Jan. 5, 2021).** I ordered two collector ornaments on October 19 from the
3 The Bradford Exchange, Ltd. <https://www.bradfordexchange.com/> and I received
4 them. The issue was afterwards. The Bradford Exchange signed me up without my
5 knowledge for a subscription of regular shipments of the same ornaments I received
6 3 more shipments (Nov 13, Dec. 10, and Dec. 11, 2020) of which they charged me
7 \$38.54 each time. After I finally reached their customer service on Dec. 21 by phone
8 (the rep was located in Jamaica), the rep said she would cancel the subscription and
9 refund me the three orders they sent without my knowledge. I returned all three on
10 Dec. 21 and I have only received a refund for one of them. Plus they never stopped
11 the subscription and I just got charged for a 4th shipment (Jan 4, 2021). So they still
12 owe me \$115.62. I called the customer service back again on Jan 5, 2020 and the rep
13 said he can't refund me the 4th one and would "try" to refund the other two that I
14 had already returned on December 21. He said he would also "try" to stop the
15 subscription. I asked to speak to a supervisor and twice he put me on hold, both times
for over 30 minutes and I still never got the supervisor. I also asked on both my calls
for customer service to send me emails on all of their correspondence, to confirm
cancelation of the false subscription and for any refunds. I have never received even
one email from them directly, even for my initial legitimate order. The only emails I
got were from PayPal which is how I paid for them. If I had not gotten notices from
PayPal of my charges, I would not have been alerted to their scam charges! They still
owe me for three shipments I never ordered (totaling \$115.62) and I still have not
gotten a confirmation that they have canceled the false subscription. I am not able to
reach the Bradford Exchange management and the reps on the phone said they
couldn't refund me even though I returned the additional ornaments that I never
ordered. Will they ever refund me and will they ever cancel me out of this ongoing
scam? Help!

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

17 **Ricky C. (Nov. 11, 2020).** If I could give negative stars I would. "Fraudulent,
18 Scammers, Misleading in their advertising", as highlighted in the reviews are all true.
19 I'm embarrassed I fell for their deceptive marketing. In Feb 2020, I purchased 2
20 Rudolph Christmas trees @ \$59.99 ea plus shipping. Throughout the summer, they
21 continued to charge my credit card and send additional items (I never ordered) . At
22 some point (Aug/Sep) they changed tactics and sent me a bill for ~\$139.00 for
23 additional stuff. So here we are close to \$500.00 for 2 \$59.99 items. Now they are
24 turning me over to a collection agency for not paying the ~\$139.00 for stuff I didn't
order. So here I am now wondering how much I will be charged for stuff I didn't
order and when it will STOP. I will send the ~\$139.00 and hope this is my last
interaction with them. I wish I would have looked them up on the BBB before I made
my purchase. I recommend the BBB reassess this company's A+ rating. My
experience with them has not been A+. Rest assured, I will never purchase anything
from them and I will warn my friends and family to avoid doing any business with
The Bradford Exchange.

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

26 **Thomas P. (Nov. 8, 2020).** Misleading, fraudulent, and unauthorized reoccurring
27 charges: I purchased what was described as a complete train set from the Bradford
28 Exchange website after seeing a cool ad. Well, it turned out to be just one part of a
series of 20 parts of a train collectible, which I ultimately found out by having to call
their customer service to see what the heck was going on when I just received on tiny
part of the train in the mail even though I was charged what I thought was a fair price

1 for an entire set. I then called to cancel all future orders and close my account. The
2 following next two months I was charged \$20, each on the 3rd of the month, and
3 received nothing (even though I called to cancel!). So I called to get a refund, and to
4 cancel my account and all reoccurring charges...again. I also requested a
5 confirmation of cancelation and wasn't given one. The customer service agent was
6 nice, but seemed to have no idea what was going on or what those charges were for
7 and wouldn't refund me. So I filed a claim with my credit card company for
8 fraudulent charges and they took care of it and are sending me a new card. My entire
9 experience with the Bradford Exchange has been ridiculous. I feel bad for other
10 people, like the elderly, who are likely getting taken advantage with these illegal acts
11 of unauthorized reoccurring charges that are likely the only thing keeping this corrupt
12 business afloat. This is wrong. The Bradford Exchange needs to be investigated and
13 shut down

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

15 **Libby S. (Oct. 15, 2020).** I ordered what I thought was a single item from The
16 Bradford Exchange in May for my mom for Mother's Day. It did not ship til a couple
17 of months later - ok, no big deal. Mom loved it. A month after the first shipped,
18 SURPRISE! I get a notification from my credit card company that another charge
19 has been made. I went back to website and could find NO mention of my order being
20 part of a series. None. Ok, I accept the 2nd shipment and then contact the company
21 by email asking to cancel the order and send no more shipments. Sept brings another
22 charge. I email them on Sept 18th and have a reply from a representative confirming
23 my order has been cancelled. Then today (Oct 15th) I get yet another notification
24 from my credit card company that ANOTHER charge has been made by The
25 Bradford Exchange. At this point I am angry. I email the company again but then
26 decide to work with my credit card company and dispute the charges since this
27 company can't seem to figure out how not to keep taking advantage of their
28 customers.

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

30 **Marylou P. (Oct. 10, 2020).** I bought one piece from an ad in the paper. I paid using
31 credit card. One month later I got a charge for half of total. I wrote them with
32 documents saying I paid for the piece in full. They wrote back and said it was a series
33 of 10 pieces. There is not one place in the ad for the piece that says it is a series, and
34 at a total of \$74 each there is no way I signed up for 9 more pieces. I contacted them
35 4 times. From August 16th to September 28th when I received a package from them.
36 I returned it unopened refused. I had received an email September 26, 2020 saying
37 all future editions are cancelled. I never ordered any just one period. Today October
38 10, 2020 I get a letter asking me to give them an address to send the piece to. I have
39 written them 5 times, returned piece unopened, talked on the phone to a Malik who
40 informed me the series were cancelled and two months later I am still hearing from
41 them. I will never deal with this company again and I am returning the piece I
42 originally bought I hate looking at it.

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

44 **Angie L. (Sept. 13, 2020).** I ordered a dream catcher in April. I did not get charged
45 or receive the item until a few months later. I was not notified there would be future
46 charges and items sent as it was part of some collection and they automatically enroll
47 you in a subscription plan. The item I ordered was overpriced as it was. I did not
48 consent to further items. They just recently again without my consent or give notice,

1 pull \$86 from my bank account automatically for an item I did not ask for. The item
2 shipped without a word from the company warning me I was about to be charged and
3 had unwittingly enrolled in a subscription plan. I feel this company preys on the
4 elderly because they might not notice charges on their account. I wish I would have
5 read the reviews before I ordered. I am now \$90 short in my bank account and I do
6 not have a disposable income. I do not make a lot of money and I'm not sure when I
will get it back. I not only filed fraud charges with my bank I told them I wanted to
press charges. The company is utterly evil. Do not buy anything from them they are
overpriced and items are not that good quality for the price. Not only that once you
buy an item they will have your card info so they can charge whatever you whenever.

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

8 **Rav W. (July 30, 2020).** Do not do bushiness with this company. They sneakily
9 tricked me into a subscription without my knowledge. Trying to cancel the
10 subscription is a nightmare! I tried to call and after waiting on hold for a long time I
11 finally got through to a person who barely spoke English. Then, before the call was
complete or my problem resolved we were disconnected. I have tried email multiple
times. I received only one response saying that if I don't want the subscription item
to return it. I still have not been able to cancel my unwanted subscription.

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

13 **Kerri B. (July 17, 2020).** I ordered 3 lanterns for gifts from Bradford Exchange back
14 in November of 2019. I received them and was happy with them. However, in
15 December 2019 I received 3 more lanterns, none of which I ordered. My credit card
16 on file was charged totaling almost \$300 for the 3 extra lanterns. I called to tell them
17 this and had to dispute it with my credit card company who thankfully were
18 wonderful about. Bradford Exchange claimed I was enrolled in this monthly program
19 where every month I received 3 new lanterns. I did not ever agree to this. So the
20 customer service representative assured me I was off the list, and that I wouldn't
21 receive anything again. Then I received a 4th random lantern and was charged again.
22 So I called to dispute this and was unhappy why I received and was charged for yet
23 another lantern that I did not authorize. I was then again assured it would not happen
24 again, and that once I sent back the lantern they would remove the charge. So I mailed
and sent back this 4th lantern. Now I have just received a past due notice dated
6/30/20, and the charge has not been removed! I asked specifically when I was on
the phone if this would be reported as a delinquency because of this outstanding bill.
I was told it would not be with the situation, and I asked the customer service
representative to add that to the notes so this would not happen. So apparently now I
will have to call and dispute this yet again when all 4 extra lanterns I received were
sent back to them and not even opened. I refuse to pay for something I never
authorized. This is unacceptable that it keeps happening, and I keep being charged
for something I never ordered. They assure you everything is taken care of when
clearly it is not. Ironically the people who received the lanterns liked them, but I
would never buy from this company again and would caution customers against it.

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

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1 **Billing/Collection Issues (June 18, 2020)**. I placed an order for 2 items back on
2 6/1/20. I was charged once the items were (finally) shipped out. I was correctly
3 charged for both items and assumed my experience was done. I was just charged
4 another 24.41 today, 6/18/20. Not idea why. I checked my PayPal and it states it's
5 an "automatic payment". I NEVER approved ANY automatic payment. I simply
6 ordered 2 items and paid for them. Their website it totally deceiving. When it says
7 "39.99" each issue I assume Each issue is for EACH ISSUE I ORDER...not the
multiple "issues" you list in fine print!! The photos show ONE item! The item I was
ordering. I have no clue whether or not I will be receiving anything further but I did
not intend to order or receive anything more than what I placed my order for: 2
separate coins. Nothing more. This is a great scam on behalf of this company. I better
get my money back for this!!

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

9 **Billing/Collection Issues (June 16, 2020)**. This is my 2nd compliant I couldn't find
10 the 1st one. I purchased an item using an account from Bradford Exchange. I received
11 the item but was not informed at purchase it was a subscription. I found this out when
12 my account was charged for the next installment. I immediately went to the Bradford
13 site to cancel the order and get a refund since the 1st item was not what I expected
14 and I had never intended on starting a subscription. The site showed no order
15 information only that there was a subscription which I couldn't cancel since the site
16 does not provide me with that option. I also couldn't cancel the order since the site
shows no order. I tried contacting the vendor 3 times via their form mail without
response. I tried calling twice, 1 time I was on hold for 35 minutes with no response,
the 2nd time 10 minutes no response. After my 1st complaint I suddenly received 2
emails stating they cancelled the subscription and that I just needed to return the item.
I replied back asking them for a tracking number since there was no order without
getting a reply. I have no item to return, no order to cancel, no refund, and no way to
get the company to respond other than lodging a complaint here.

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

18 **LCCVA49. (May 5, 2020)**. Deceptive marketing and billing practices. Poor
19 customer service. It took 20 min for customer service to answer the phone. There is
20 no way to cancel your SUBSCRIPTION online (that basically unbeknownst to you
21 they enrolled you in). You have to call in and wait forever. In this day and age there
should be a way to cancel you order and subscription online without having to wait
forever for someone to answer. Your account page mentions nothing about being
enrolled a subscription plan.

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

23 **John B. (Mar. 21, 2020)**. I would score them 0 stars if available. I ordered a
24 christmas ornament and they just kept sending me additional ornaments I did not
25 order. I paid for the last 2 through collection agencies. It took long time for me to
26 talk to human being at Bradford exchange to stop shipments. This is pathetic way to
do business, I have never received so many unordered shipments from any business
in my life.

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

28

1 the Bradford website during 2022. On information and belief, this screen is the same as or
 2 substantially similar to the payment screen as it appeared on the Bradford website in 2020 when
 3 Plaintiff made his purchase. The actual website payment screen as it existed on May 6, 2020, is in
 4 Bradford's exclusive possession and will be sought as part of discovery in this action.

5 22. On May 6, 2020, Plaintiff paid for the purchase in the amount of \$40.49, using his
 6 PayPal account. Plaintiff believed this was a one-time transaction and that this payment was the end
 7 of his dealings with Bradford. After the online purchase process was complete, Plaintiff received an
 8 email from Bradford with the subject line "Thank You for Your Purchase." A true and correct copy
 9 of that email is attached hereto as Exhibit 30.

10 23. When Plaintiff made the purchase on May 6, 2020, Plaintiff was not aware that
 11 Bradford would contend that he had given consent to be enrolled in a subscription for which
 12 Bradford would post subsequent charges to Plaintiff's PayPal account. In the months following the
 13 May 6, 2022 transaction, Bradford made a series of unauthorized charges to Plaintiff's PayPal
 14 account, as follows:

Date	Amount
May 27, 2020	\$20.24
June 24, 2020	\$20.25
June 26, 2020	\$20.24
July 24, 2020	\$20.25
August 4, 2020	\$20.38
August 25, 2020	\$20.39
September 2, 2020	\$20.38
September 30, 2020	\$20.39
November 23, 2020	\$20.38
December 18, 2020	\$20.39
September 9, 2021	<u>\$20.38</u>
Total	\$223.67

1 of § 17602(a)(2); and (c) failed to provide an acknowledgment that includes clear and conspicuous
2 disclosure of automatic renewal or continuous service offer terms, the cancellation policy, and
3 information regarding how to cancel, in violation of § 17602(a)(3) and § 17602(b).

4 33. Plaintiff has suffered injury in fact and lost money as a result of Defendants’
5 violations alleged herein.

6 34. Pursuant to § 17535, Plaintiff and Class members are entitled to restitution of all
7 amounts that Defendants charged for subscriptions during the four years preceding the filing of this
8 Complaint and continuing until Defendants’ statutory violations cease.

9 **SECOND CAUSE OF ACTION**

10 Unfair Competition

11 (Bus. & Prof. Code, § 17200 et seq.)

12 35. Plaintiff incorporates the previous allegations as though fully set forth herein.

13 36. The Unfair Competition Law defines unfair competition as including any unlawful,
14 unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading
15 advertising; and any act prohibited by Chapter 1 of Part 3 of Division 7 of the Business and
16 Professions Code. (§ 17200.)

17 37. During the applicable statute of limitations, Defendants committed acts of unfair
18 competition by, inter alia and without limitation: (a) failing to present automatic renewal and/or
19 continuous service offer terms in a clear and conspicuous manner before a subscription is fulfilled,
20 in violation of § 17602(a)(1); (b) charging the consumer’s credit card, debit card, or third party
21 payment account for an automatic renewal or continuous service without first obtaining the
22 consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of
23 automatic renewal or continuous service offer terms, in violation of § 17602(a)(2); and (c) failing
24 to provide an acknowledgment that includes clear and conspicuous disclosure of automatic renewal
25 or continuous service offer terms, cancellation policy, and information regarding how to cancel, in
26 violation of § 17602(a)(3). Plaintiff reserves the right to allege other business practices that
27 constitute unfair competition.

28

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

5 39. There were reasonably available alternatives to further Defendants’ legitimate
6 business interests, other than the conduct described herein.

7 40. Plaintiff has suffered injury in fact and lost money as a result of Defendants’ acts of
8 unfair competition.

9 41. Pursuant to § 17203, Plaintiff and the Class members are entitled to restitution of all
10 amounts that Defendants charged for subscriptions during the four years preceding the filing of this
11 Complaint and continuing until Defendants’ statutory violations cease.

12 **PRAYER**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 On the First Cause of Action:

15 1. For restitution;

16 On the Second Cause of Action:

17 2. For restitution;

18 On All Causes of Action:

19 3. For reasonable attorneys’ fees, pursuant to Code of Civil Procedure § 1021.5;

20 4. For costs of suit;

21 5. For pre-judgment interest; and

22 6. For such other relief as the Court may deem just and proper.

23 Dated: August 28, 2023

DOSTART HANNINK LLP

24
25 
26 ZACH P. DOSTART
Attorneys for Plaintiff

27 999332.5

28

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [The Bradford Exchange Under Fire Over Allegedly Illegal Subscription Auto-Renewal Practices](#)
