

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X		
TAWANNA ROBERTS, individually	:	
and on behalf of	:	
all others similarly situated,	:	Case No.:
	:	
Plaintiff,	:	
v.	:	
	:	CLASS ACTION COMPLAINT
	:	<i>JURY TRIAL DEMANDED</i>
STARZ ENTERTAINMENT, LLC	:	
	:	
Defendant.	:	
	:	
-----X		

Plaintiff Tawanna Roberts, on behalf of herself and all others similarly situated, sues defendant STARZ ENTERTAINMENT, LLC (“Starz”) and alleges:

INTRODUCTION

1) Starz, a video content provider, prominently advertises to consumers, on both its app and website: “7 day free trial. No commitment. Cancel anytime.”

2) Starz lures consumers into signing up for its supposedly “free” 7-day trial. But then it makes it difficult or impossible to cancel the supposedly “free trial,” causing customers to pay for a service they never wanted to pay for.

3) Starz does not provide customers with easy-to-use mechanisms for cancellation, such as toll-free telephone numbers or email addresses. Worse, the mechanisms it does provide are essentially useless for the purpose of cancelling a trial subscription.

4) Moreover, Starz repeatedly renews subscriptions on a monthly basis, without ever notifying consumers prior to each renewal, which it automatically charges to the credit card on file. This violates New York’s law on automatic renewals.

5) Plaintiff asserts this action pursuant to Fed. R. Civ. P. 23, on behalf of herself and all others similarly situated, for damages and other relief arising from Starz's routine practice of charging consumers for its services without their consent.

PARTIES

6) Plaintiff Tawanna Roberts is a citizen and resident of the State of New York in Bronx County and signed up for a free 7-day trial on the Starz app.

7) Starz Entertainment, LLC ("Starz") is organized and exists under the laws of the State of Colorado with its principal place of business in Englewood, Colorado. Starz is "a leading global media and entertainment company that provides premium subscription video programming on domestic U.S. pay television networks and produces and distributes content for worldwide audiences, including its investment in the STARZ PLAY Arabia OTT service. Starz is home to the flagship STARZ® brand and STARZ ENCORE channels and provides high-quality, entertaining premium subscription video programming with 17 premium pay TV channels and associated on-demand and online services, including the STARZ app. Sold through U.S. multichannel video distributors, including cable operators, satellite television providers, telecommunications companies, and other online and digital platforms, Starz offers subscribers more than 5,000 distinct premium television episodes and feature films every year and up to 1,500 every month, including STARZ Original series, first-run movies and other popular movie and television programming." Starz is headquartered in Englewood, CO.

JURISDICTION

8) This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the members of the putative Class exceed \$5

million, exclusive of costs, and at least one of the members of the proposed Class is a citizen of a different state than Defendant.

9) Starz regularly and systematically provides video entertainment services throughout the State of New York, including in this district. As such, it is subject to the jurisdiction of this Court.

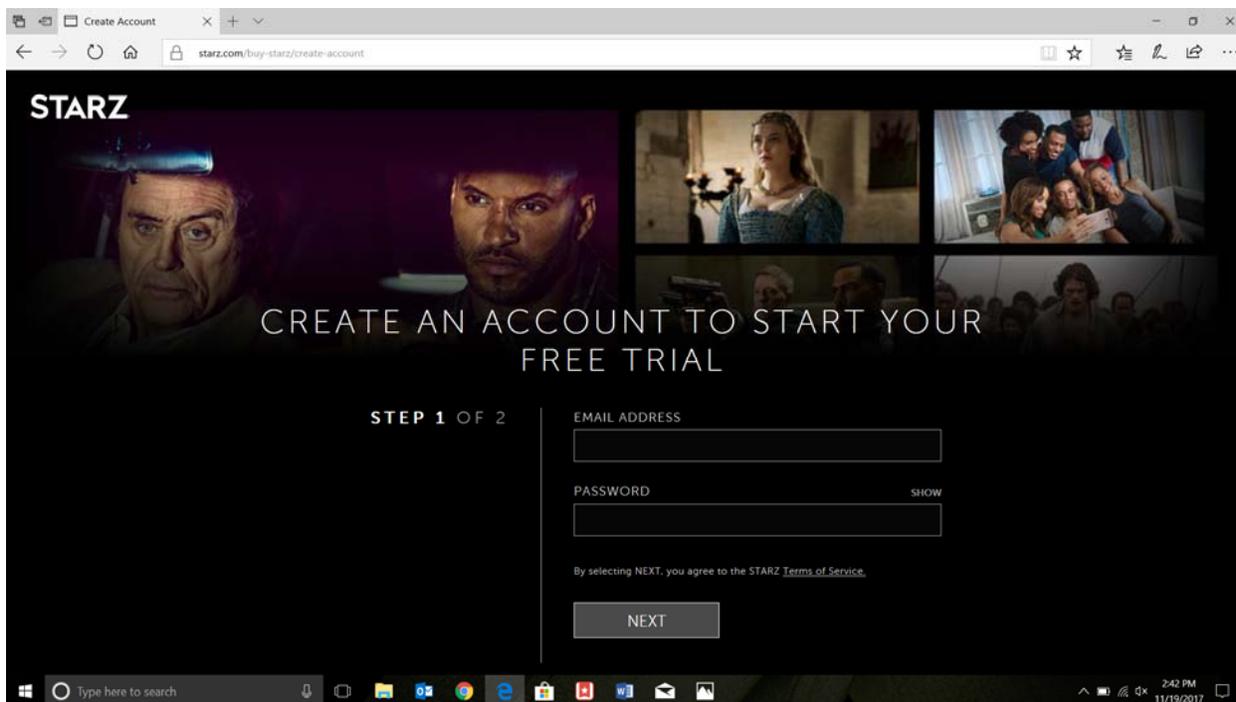
VENUE

10) Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because Starz & Co. is subject to personal jurisdiction in this Court and regularly conducts business within this district through its numerous branches, and because the complained-of conduct occurred in this District.

OVERVIEW

The Sign Up Process

- 11) On its website and app, Starz prominently advertises a 7-day “free trial.”
- 12) There is a quick two-step sign up process, but Starz never requires clients to view or knowingly consent to any contract during the process.
- 13) Indeed, it asks consumers only to create an account and enter payment information in order to start a free trial:



14) Subsequently, Starz sends an email stating: “Your credit card will be billed **\$8.99** when your trial expires on [date]. Please keep this email for your records. If you have any questions, please contact help@starz.com. Thanks for your purchase.”

Starz Makes Consumers Face an Epidemic of Ignored Cancellation Requests

15) Plaintiff Roberts signed up for a 7-day free trial on the Starz app on September 3, 2017.

16) Two days later Plaintiff Roberts went back into the app to cancel her free trial.

17) Starz ignored her cancellation request, and on September 10, 2017, without prior notification, Starz charged Plaintiff \$8.99 for a one month subscription. Despite Plaintiff’s repeated requests to cancel her service since then, Starz has continued to charge Plaintiff on a monthly basis.

18) Plaintiff’s experience is by no means unique.

19) On just one online complaints website, there are dozens of complaints regarding experiences just like Plaintiff Roberts’:

Posted: Oct 27, 2017 by  [Frances Nolan](#)

billing

Warning! if ever you decide to purchase starz, do not! i purchased a free trial and canceled before the 7day trial was up through google because starz wouldnt let me due to it kept saying i had no subscription to cancel. Spoke with google to ensure that it was canceled to keep from being billed. She sent email receipt as my proof!! also contacted starz to let them know it stated i had no subscripitiin to cancel, so rep walked me through to see if i canceled correctly and stated that im correct dont have a active subscription. She then sent in a ticket saying it must be a glitched. While waiting for response, they went in my account, and took funds. Contacted them bck and they told me i had to wait 30 days due to them working on my ticket in tier 2 dept. They then responded by saying they cant refund because i hve starz on a app which they couldnt find. They then charge me again the following month. Now im pissed!!! because their taking my funds and i dont have service which i then contacted again and sent email from google showing free trial cancelation before date, and also sent shots from starz rep of their website saying no subscription and bank screen shot. Once a tier 2rep from starz contacted me by email saying that they will look into again. I then received email saying no refund because i need to search to see somewhere i have starz... Wow!! 3weeks later i get a email say their looking into it to recend any emails and screen shot of my account that they debited twice. I did that the same day the next day i get email saying they will refund me half of my money back in 3-5 days. I call them back to send me paper check cause i had to cancel that card and get a new one to keep from them biling my card monthly. She then tells me that that their showing that they been denied me although im reading from their email for the same day, stating they will refund my money. So unless you have free money to give away, they make it hard to cancel and they dont have a liable way of really speaking to someone to cancel or resolve an issue. I will never ever purchase starz again no matter what!!! be careful...

Posted: Oct 19, 2017 by  [Jules Knight](#)

starz scam of free trial on app - case #265023

[Englewood, Colorado](#)
[United States](#)

starz.com

On 10/13/17 I downloaded the app for a free trial. It did not work with my phone and I have the screen shot to prove it. I immediately canceled my subscription. I got an email back with instructions on how to cancel and if I had any trouble, to email back or call the customer service line.

None of the instructions worked and I have now been trying to cancel ever since. No one responds to the emails and no one ever picks up on their customer service line, 1-855-247-9175. I have called many many times. I was just on hold for 22 minutes and no one picked up.

Starz tested my bank account twice with a \$1.00 charge and I immediately called my bank. Then they charged me the \$8.99 fee on 10/16/17 even though I have canceled about 10 times before the deadline of being charged.

This is horrible service. I also think a total scam to get people locked into paying because you can't get in touch with a person to help you cancel.

I am of course disputing the charge and will continue to until this is canceled. I think you figure that it's only \$8.99 and if it's too much of a pain in the butt to cancel, I'll just pay it. Nope. Not happening. Cancel this now.

Starz Entertainment

[Starz Entertainment Contacts & Information](#)

Posted: Oct 5, 2017 by  [Yolanda King Superiorone Grant](#)

still billing even though I cancelled

Apparently; the only way they can get money is to steal it. Then act as if this practice is acceptable. My bank account has been debited twice even though I cancelled and submitted proof. Calling customer service is another joke and sending emails is worse. They just keep acting as if they are doing nothing; but taking my money without permission. I call that theft and fraud. I would be arrested if I did that; so I'm calling for their arrest!

Posted: Sep 11, 2017 by  [Mark Bailey Jr](#)

subscription

Fort Eustis, Virginia, [United States](#)

I subscribed to the free trial you guys offered, which was a week long, and decided it didn't offer much so 2 days later, I canceled the subscription but was still charged today. I called customer service several of times but there was no answer, I even stayed on the phone for 25 minutes without a response. I would like a refund for the \$8.99 I was charged.

Posted: Aug 18, 2017 by  [Kai Nelson](#)

the stars program

[North Charleston, South Carolina](#)
[United States](#)

I signed up for the 7 trial the month of July I the first week and cancelled but o am still getting billed i spent three times trying to contact customers Service and spent anywhere from 10 min to 30 mins waiting on someone to answer about this matter and still don't have this resolved. Please cancel my membership n refund my funds back to me this is not professional not to get in contact with a person to resolve this issue. Thank you

Starz Entertainment

Starz Entertainment Contacts & Information

Posted: Aug 18, 2017 by Clara Gomez

starz app

Complaint Rating: 0 % with 0 votes

Contact information:

Brooklyn, New York

United States

I tried to cancel the starz app downloaded by Google play store but there was no subscription yet I was charged 8.99 can u return the funds. I also had a very hard time contacting your customer service number, they hung up on me while waiting 11+ mins x2 calls. I am a optimum customer who has starz via my cable service. thank you have a great day bye...

Posted: Aug 6, 2017 by  [Markisha Lewis](#)

7 day trial subscription

[Englewood, Colorado](#)
[United States](#)

I decided to try the 7day subscription and I cancelled subscription before the seven days ended and was billed \$9.71. I contacted customer service and explained the situation I was told I had two subscriptions one through my android and one through a computer and only one was cancelled and I would have to cancel the other one through the computer. I explained to her that I didn't even have computer access so that made zero sense yet she was adamant that I still owed the 9.71 that I was charged. I informed her that I wanted to make it perfectly clear that I no longer wanted any starz services at which time she informed me she would send this "other" account to another department to have it deactivated. That was on 7-20-17 I was just charged another \$9.71 on 8-03-17. I demand a refund! Your practices are unethical. I will be contacting the BBB because this is not okay. You cannot force someone to continue to pay for a service they do not want.

Posted: Jul 18, 2017 by  [Terrimw32](#)

incorrectly billed

Complaint Rating:

Contact information:

[Los Angeles, California](#)
[United States](#)

I opted in for Starz Free 7 Day Trial on Monday Jul 10th. I cancelled the subscription of July 16th, and it said "Cancel now and still access until Jul 17th." I did just that, but it still charged me. I do not wish to use the subscription, and I want a refund. I've always been trying to call the company, and it is hard to get through. I was honestly charged before the 17th.

20) There are also numerous complaints on Twitter:

AT&T LTE 2:36 PM 19%



Tweet

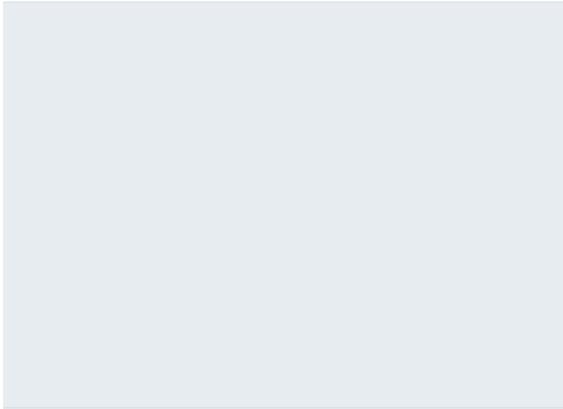


addictive. ✨
@JustSoRo



I been trying to cancel my starz
subscription for a week 😞

10/29/17, 11:39 PM



Tweet your reply





CLASS ACTION ALLEGATIONS

20) Plaintiff brings this action on her own behalf and all others similarly situated pursuant to

Fed. R. Civ. P. 23. The Classes include:

All persons who signed up for a “7-day free trial” who, within the applicable statute of limitation preceding the filing of this lawsuit, cancelled their subscription on or before the 7th day of the trial.

(The “Nationwide Free Trial Class”)

All persons in the State of New York who signed up for a “7-day free trial” who, within the applicable statute of limitation preceding the filing of this lawsuit, cancelled their subscription on or before the 7th day of the trial.

(The “New York Free Trial Class”)

All persons in New York who, within the applicable statute of limitation preceding the filing of this lawsuit, were automatically charged for at least one monthly subscription by Starz without receiving prior notification.

(The “New York Automatic Renewal Class”)

21) Excluded from the classes are Defendant, its subsidiaries and affiliates, their officers, directors and member of their immediate families and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

22) Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add Subclasses if necessary before this Court determines whether certification is appropriate.

23) This case is properly brought as a class action under Fed. R. Civ. P. 23(a) and (b)(3), and all requirements therein are met for the reasons set forth in the following paragraphs.

24) Numerosity under Fed. R. Civ. P. 23(a)(1). The members of the Classes are so numerous that separate joinder of each member is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Starz’s records. Starz has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to plaintiff.

25) Commonality under Fed. R. Civ. P. 23(a)(2). There are numerous questions of law and fact common to the Classes relating to Starz's usurious business practice at issue herein and those common questions predominate over any questions affecting only individual Class members. The common questions include, but are not limited to:

- a) Whether Starz improperly ignores cancellation requests; and
- b) Whether Plaintiff and other members of the Class have sustained damages as a result of Starz's wrongful business practices described herein, and the proper measure of damages.

26) Typicality under Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the other Class members in that they arise out of the same wrongful business practice by Starz, as described herein.

27) Adequacy of Representation under Fed. R. Civ. P. 23(a)(4). Plaintiff is more than an adequate representative of the Classes in that she was improperly charged for Starz's services and has suffered damages as a result of Starz's improper business practices. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers;
- b) There is no conflict of interest between Plaintiff and the unnamed Class members;
- c) They anticipate no difficulty in the management of this litigation as a class action; and

d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

28) Predominance under Fed. R. Civ. P. 23(b)(3). The questions of law and fact common to the Classes as set forth in the "commonality" allegation above predominate over any individual issues. As such, the "commonality" allegations (paragraph 21 and subparts) are restated and incorporated herein by reference.

29) Superiority under Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is very small relative to the complexity of the litigation and since the financial resources of Starz are enormous, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Starz's misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

30) All conditions precedent to bringing this action have been satisfied and/or waived.

BREACH OF EXPRESS WARRANTY

(On behalf of the Nationwide Free Trial Class and the New York Free Trial Class)

31) Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

32) Plaintiff and Starz contracted for a 7 day free trial of premium subscription video programming services.

21) Included in that contract was the following promise made by Starz: “No commitment. Cancel anytime.” This promise was an express warranty by Starz with respect to a material fact. Had Plaintiff known the free trial could not, in fact, be canceled anytime, and that Plaintiff would be charged \$8.99 every month thereafter, Plaintiff would not have agreed to the 7 day free trial. This warranty formed the basis of the bargain in the contract between Plaintiff and Starz.

33) Starz breached its warranty by refusing to honor cancellation requests, putting up artificial barriers to cancelling, and otherwise preventing consumers from cancelling the trial and avoiding charges.

34) Plaintiff and members of the putative Nationwide Free Trial Class and the New York Free Trial Class (collectively the “Free Trial Classes”) have sustained monetary damages as a result of Starz’s breach. Starz's conduct caused Plaintiff and the members of the New York Subclass to suffer ascertainable losses in the form of subscription fees that, but for Starz's breach of warranty, would not otherwise have been imposed.

VIOLATION OF GBL 349

(On behalf of the New York Free Trial Class)

35) Plaintiff incorporates the preceding allegations by reference as if fully set forth herein.

36) This claim is asserted on behalf of the members of the New York Sub-Class under New York's consumer protection law, New York General Business Law § 349, *et seq.* (“GBL § 349”).

37) Starz engaged in deceptive acts or practices relating to the imposition of overdraft fees on consumers, in violation of GBL § 349, N.Y. Gen. Bus. Law § 349(a).

38) GBL § 349 prohibits “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service.” *Id.*

39) Starz engaged in deceptive acts or practices, unlawful conduct, made affirmative misrepresentations, or otherwise violated GBL § 349 by, *inter alia*, knowingly and intentionally employing an unfair and deceptive policy and practice of promising a free 7-day trial, but then preventing consumers from cancelling the trial and avoiding charges.

40) Starz also engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated GBL § 349 by, *inter alia*, refusing to honor cancellation requests or putting up artificial barriers to cancelling.

41) Starz’s deceptive acts or practices were “consumer-oriented.” *E.g., Wilson v. Northwestern Mut. Ins. Co.*, 625 F.3d 54, 64 (2d Cir. 2010) (quoting *Oswego Laborers' Local 214 Pension Fund v. Marine Midland Bank, NA.*, 85 N.Y.2d 20, 623 N.Y.S.2d 529, 532-33, 647 N.E.2d 741 (1995)).

42) Starz intended that Plaintiff and the members of the New York Sub-Class rely on the acts of concealment and deception, so that Plaintiff and the members of the New York Sub-Class would incur subscription fees.

43) Starz's conduct caused Plaintiff and the members of the New York Subclass to suffer ascertainable losses in the form of subscription fees that, but for Starz's unfair and deceptive policies, would not otherwise have been imposed.

44) A causal relationship exists between Starz's unlawful conduct and the ascertainable losses suffered by Plaintiff and the members of the New York Sub-Class. Had Starz kept the promises contained in its "free trial" marketing, Plaintiff and the members of the New York Sub-Class would not have incurred subscription fees in violation of GBL § 349.

45) As redress for Starz's repeated and ongoing violations of GBL § 349, Plaintiff and the New York Sub-Class are entitled to, *inter alia*, actual damages, treble damages, declaratory relief, and reasonable attorney's fees. N.Y. Gen. Bus. Law. § 349(h).

WHEREFORE, Plaintiff demands judgment against Defendant for themselves and the Class members as follows:

- (a) Certifying this matter as a class action pursuant to Fed. R. Civ. P. 23;
- (b) Designating Plaintiff as an appropriate Class representative;
- (c) Awarding Plaintiff and the Class damages (including twice the amount of the usurious interest paid), prejudgment interest from the date of loss, and their costs and disbursements incurred in connection with this action, including reasonable attorney's fees, expert witness fees and other costs; and
- (d) Granting such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

White Plains, New York
Dated: December 1, 2017

Respectfully submitted,


/s/ _____

TODD S. GARBER
JEAN M. SEDLAK
**FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP**
445 Hamilton Avenue
White Plains, New York 10601
Tel: (914) 298-3281
Fax: (914) 824-1561
tgarber@fbfglaw.com

JEFFREY KALIEL (CA 238293)
KALIEL PLLC
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009
Telephone: (202) 615-3948
jkaliel@kalielllc.com

Counsel for Plaintiff and the Proposed Classes