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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TIMOTHY MILLAR, MARCO
MARTINEZ, and SEAN MARIN, each
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No. 8:25-cv-01273

**SECOND AMENDED
CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

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I. Summary of the case.

1. Companies that sell goods or services online often boost sales by enrolling customers in automatically renewing subscriptions. Some companies fail to make clear to consumers that they are being signed up for automatic charges.

2. To protect Californians from this practice, California passed the Automatic Renewal Law (the ARL). The ARL requires companies who sign consumers up for automatically renewing purchases to provide “clear and conspicuous” disclosures about the autorenewal plan and obtain “affirmative consent” to enroll consumers.

3. Defendant Express Technologies Ltd. (“ExpressVPN”) sells automatically renewing subscriptions to its virtual private network services. But ExpressVPN does not provide the required clear and conspicuous disclosures or obtain affirmative consent. This violates the Automatic Renewal Law and related California consumer protection laws.

4. In September of 2022, Plaintiff Mr. Millar purchased one month of ExpressVPN’s virtual private network services. Due to ExpressVPN’s misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one month of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing monthly plan. In October of 2022, ExpressVPN automatically charged his card for \$12.95. That charge was illegal and should be refunded. He noticed the unwanted charge on his credit card bill and cancelled the plan to stop ExpressVPN from charging him again.

5. In June of 2023, Plaintiff Mr. Martinez purchased one year of ExpressVPN’s virtual private network services. Due to ExpressVPN’s misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one year of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing yearly plan. In June of 2024, ExpressVPN automatically charged his card for \$116.95. That charge was illegal and should be refunded. He noticed the unwanted charge and cancelled the card so ExpressVPN could not charge him again.

6. In April of 2024, Plaintiff Marin purchased one year of ExpressVPN's virtual private network services. Due to ExpressVPN's misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one year of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing yearly plan. In April of 2025, ExpressVPN automatically charged his card for \$116.95. That charge was illegal and should be refunded. He cancelled renewal to stop further illegal charges.

7. Plaintiffs bring this case for themselves and other California consumers that were charged illegal autorenewal fees by ExpressVPN.

II. Parties.

8. Plaintiff Timothy Millar is domiciled in Santa Ana, California.

9. Plaintiff Marco Martinez is domiciled in Chula Vista, California.

10. Plaintiff Sean Marin is domiciled in Rialto, California.

11. The proposed class includes citizens of California.

12. Defendant Express Technologies Ltd. is a British Virgin Islands corporate entity with its headquarters in Tortola, British Virgin Islands.

III. Jurisdiction and Venue.

Subject Matter Jurisdiction

13. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and the matter is a class action in which one or more members of the proposed class are citizens of a state different from the Defendant.

Personal Jurisdiction

14. The Court has personal jurisdiction over ExpressVPN because it both purposefully avails itself of California and purposefully directs its activities here. This was true when Plaintiffs signed up for ExpressVPN and it remains true today.

Advertisements specifically targeting California consumers

15. ExpressVPN directs its advertising specifically at California. Through this advertising, it exploits the California market to enter contracts with California consumers.

16. Since at least June of 2022, ExpressVPN has been running Google advertisements targeting California consumers. For example, in June of 2022, a Google search for “vpn to california” displayed the following ExpressVPN advertisement:

You can trace every piece of information you see on [SpyFu](#) back to its source using our cache.

This page was obtained on 06/10/2022 at 1 PM by [SpyFu](#) while searching for the term “vpn to california”

Do you have ad blocker turned on? It could be hiding the ads that appeared on this page. Once you turn it off, simply refresh this page for an accurate view.

[<< Older](#)

[Newer >>](#)



vpn to california



[Shopping](#)

[News](#)

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[Videos](#)

[More](#)

[Tools](#)

About 14,700,000 results (0.59 seconds)

Ad · <https://www.top10vpn.com/best-vpn/usa>

Top 10 Best VPN USA 2022 - The 10 Fastest VPNs of 2022

Connect Your Devices Securely to the Web with the Best High Bandwidth & Fast VPN Services. Enjoy Secure Access to the Internet with a VPN. Compare & Find...



Best Free Windows VPNs

See the Best Free VPNs for windows. Working with All windows Versions.

Best Free VPNs for iOS

See the Best Free VPNs for iOS. Working with All iOS Versions.

Ad · <https://www.strongvpn.com/>

StrongVPN® For Only \$2.47/mo - Limited Time Offer

Sign Up Today Risk Free With Our Best Offer! Money Back Guarantee.

Ad · <https://www.expressvpn.com/>

The Best VPN for California - Get a Risk-Free VPN Today

#1 VPN Service for California: Fast Servers in Los Angeles, San Francisco, and More.

1 Ex. 1 (ExpressVPN Google advertisement compilation) (June 2022) (red box
2 added).¹ According to ExpressVPN, it is the “Best VPN for California” and the “#1 VPN
3 Service for California,” with “Fast Servers in Los Angeles” and “San Francisco.”

4 17. The advertisement linked to the ExpressVPN website, where California
5 consumers could sign up for ExpressVPN. The linked page advertised ExpressVPN as
6 the “Best VPN for the US,” with server locations in “Los Angeles.” Ex. 2.² This page
7 recommended that California consumers choose one of ExpressVPN’s California servers:
8 “For best results, choose the server location closest to your actual geographic location.”

9 *Id.*

10 18. In August of 2022 (weeks before Mr. Millar signed up), a Google search for
11 “california vpn” displayed the following ExpressVPN ad:

12 You can trace every piece of information you see on [SpyFu](#) back to its source using our cache.
13 This page was obtained on 08/21/2022 at 6 AM by [SpyFu](#) while searching for the term “california vpn”
14 Do you have ad blocker turned on? It could be hiding the ads that appeared on this page. Once you turn it off, simply refresh this page for an accurate view.

[Newer >>](#)

15
16 Google

california vpn

× | 🔍

17 All

News

Shopping

Videos

Images

More

Tools

18
19 Ad • <https://www.expressvpn.com/>

The Best VPN for California - Get a Risk-Free VPN Today

#1 **VPN** Service for **California**: Fast Servers in Los Angeles, San Francisco, and More.

Premium **VPN** Service With 3,000+ Servers Worldwide and Award-Winning Apps for Every...

Enjoy Our Risk-Free Trial

30-Day Money-Back Guarantee. Try ExpressVPN Risk-Free Today.

ExpressVPN for MAC

Get set up in minutes on Mac Ultra-Secure Servers Worldwide

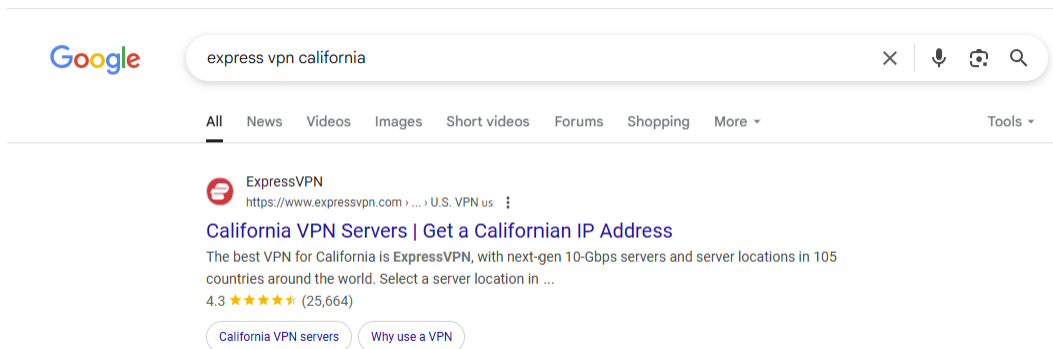
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27 ¹ Spyfu is an advertising research service that takes periodic snapshots of historical
Google ads, based on target search keywords (www.spyfu.com).

28 ² The link in the 2022 Spyfu archive is <https://www.expressvpn.com/go/vpn-server/us-vpn-1>.

1 Ex. 1 (August 2022) (red box added). Similar to the example above, this
2 advertisement targeted California consumers.

3 19. Similar ExpressVPN advertisements—all targeting California— were
4 running in January 2023, May 2023 (the month before Mr. Martinez signed up), and
5 November 2023. Ex. 1.

6 20. These advertisements still run today. A Google search for “express vpn
7 california” shows the following advertisement:



15 Ex. 1 (September 2025).

16 21. In sum, when the events underlying this dispute occurred, ExpressVPN was
17 specifically targeting California consumers with its advertisements. And it is still doing so
18 today.

19 *California servers*

20 22. As illustrated by the advertisements above—which advertise ExpressVPN’s
21 California servers— since at least June of 2022, ExpressVPN has maintained and
22 advertised California-based VPN server locations (in Los Angeles and San Francisco).
23 And as described above, ExpressVPN recommends that its California customers use these
24 California servers. This is because the geographically closest server is typically fastest.

25 23. California consumers can connect to ExpressVPN’s California servers
26 through the downloadable apps that ExpressVPN offers for phones, computers, and
27 other devices. The apps include a Smart Location feature that will recommend the best
28

1 server. Consistent with ExpressVPN's general recommendation that California consumers
2 select a California server, this is typically a California server for a California consumer.

3 24. To service the California businesses it solicits, ExpressVPN controls these
4 physical servers located in California (e.g. in Los Angeles and San Francisco). And for
5 these servers, ExpressVPN's related contracts would be centered in California (the
6 location of the server).

7 *California affiliates advertising to California consumers*

8 25. Since at least January of 2022, ExpressVPN has operated an affiliates
9 program that pays internet influencers to promote ExpressVPN's products. *See* Ex. 3
10 (January 2022 ExpressVPN affiliates page).

11 26. According to ExpressVPN, its program provides affiliates with "dedicated
12 account managers," and "marketing collateral and specialized landing pages tailored for
13 your campaign." *Id.* ExpressVPN also "provide[s] optimization advice covering SEO
14 [Search Engine Optimization], UX, design, and content." *Id.* And ExpressVPN provides
15 affiliates with "affiliate links" to send business to ExpressVPN. Ex. 4 (May 2022 Program
16 Terms Section 3).

17 27. Under the program terms, "ExpressVPN reserves the right to view and/or
18 reject any and all advertising creative, display creative, text, images, or other affiliate assets
19 that result in user traffic being directed to our site." Ex. 4 (Section 2).

20 28. Under this affiliate program, ExpressVPN helps California content creators
21 sell ExpressVPN subscriptions to California consumers. For example:



1 Geekman YouTube Video (Uploaded September 28, 2021)³

2 29. This video uses SEO keywords targeted to California (“Best California
3 VPN” and “Get California IP”). These are similar to the SEO keywords ExpressVPN
4 targets with its Google advertisements (illustrated above). And the video has an
5 ExpressVPN affiliate link that California consumers can click to buy ExpressVPN
6 products: “Exclusive ExpressVPN Discount ➤ <https://go.expressvpn.com/LX6Aga>.”

7 30. All of this indicates that ExpressVPN entered an affiliate contract with this
8 content creator, helped him choose keywords targeting California, approved the content
9 targeting California, and provided him with an affiliate link to get paid for referring
10 California consumers to ExpressVPN.

11 31. In sum, ExpressVPN purposefully avails itself of California and purposefully
12 directs its activities here through its California advertisements, its California servers, and
13 its California affiliate advertising. It should be no surprise to ExpressVPN that, if the
14 products it marketed to California consumers violated California law, it could get sued
15 here.

16 32. Plaintiffs’ claims arise out of Defendant’s contacts with this forum. Due to
17 Defendant’s actions, Plaintiffs purchased an ExpressVPN subscription in California and
18 were illegally autorenewed and charged here. Plaintiffs downloaded the ExpressVPN app
19 to their computers, to use the service in California. As best they can recall, Mr. Millar and
20 Mr. Marin elected the recommended ExpressVPN server. Given that they were in
21 California, this would have been a California server. Mr. Martinez recalls using the Los
22 Angeles server.

23 Venue

24 33. Venue is proper because ExpressVPN is a foreign resident. *See* 28 U.S.C.
25 § 1391(c)(3) (“a defendant not resident in the United States may be sued in any judicial
26 district”). In any case, venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial
27 part of the events or omissions giving rise to the claim occurred here. Plaintiff Millar

28 _____
³ Available at <https://www.youtube.com/watch?v=IFYdhYjo7QQ>.

1 purchased ExpressVPN services in Santa Ana, California, and was automatically renewed
2 there. Similarly, Plaintiff Marin purchased ExpressVPN services in Rialto, California, and
3 was automatically renewed there.

4 **IV. Facts.**

5 **A. California's Automatic Renewal Law.**

6 34. The Automatic Renewal Law ("ARL") is part of California's False
7 Advertising Law. The purpose of the ARL is to "end the practice of ongoing"
8 subscription charges "without the consumers' explicit consent." Cal. Bus. & Prof. Code
9 § 17600. To this end, the law makes it illegal for companies to charge consumers for
10 automatically renewing subscriptions, unless the company meets strict disclosure and
11 consent requirements.

12 35. Under the ARL, a company must "present the automatic renewal offer terms
13 or continuous service offer terms in a clear and conspicuous manner before the
14 subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of
15 an offer conveyed by voice, in temporal proximity, to the request for consent to the
16 offer." Cal. Bus. & Prof. Code § 17602(a)(1).

17 36. Also, if "the offer also includes a free gift or trial, the offer shall include a
18 clear and conspicuous explanation of the price that will be charged after the trial ends or
19 the manner in which the subscription or purchasing agreement pricing will change upon
20 conclusion of the trial." Cal. Bus. & Prof. Code § 17602(a)(1).

21 37. The "automatic renewal offer terms" that must be presented include:

- 22 1) That the subscription or purchasing agreement will continue until the
23 consumer cancels.
- 24 2) The description of the cancellation policy that applies to the offer.
- 25 3) The recurring charges that will be charged to the consumer's credit or
26 debit card or payment account with a third party as part of the automatic
27 renewal plan or arrangement, and that the amount of the charge may
28

change, if that is the case, and the amount to which the charge will change, if known.

4) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer.

5) The minimum purchase obligation, if any.

Cal. Bus. & Prof. Code § 17601(a)(2).

38. A “clear and conspicuous” disclosure “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 size by symbols or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code § 17601(a)(3).

39. After presenting all of this information, the company must then obtain the “consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.” Cal. Bus. & Prof. Code § 17602(a)(2).

40. The ARL also has post-purchase acknowledgment requirements (required in addition to the pre-purchase requirements described above). The post-purchase acknowledgment must include “the automatic renewal offer terms or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code § 17602(a)(3).

41. If a company automatically charges a consumer for products, in violation of the ARL, the products are deemed an “unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit without any obligation whatsoever on the consumer’s part to the business.” Cal. Bus. & Prof. Code § 17603. So if a company charges a consumer for an automatically renewing subscription, in violation of the ARL, the charges are illegal and must be refunded.

B. ExpressVPN violates the Automatic Renewal Law.

42. ExpressVPN sells virtual private network and related security services through its website, www.expressvpn.com and www.express-vpn.com. Around the time

that Mr. Millar purchased the service, in the fall of 2022, here is what the sign-up page looked like:

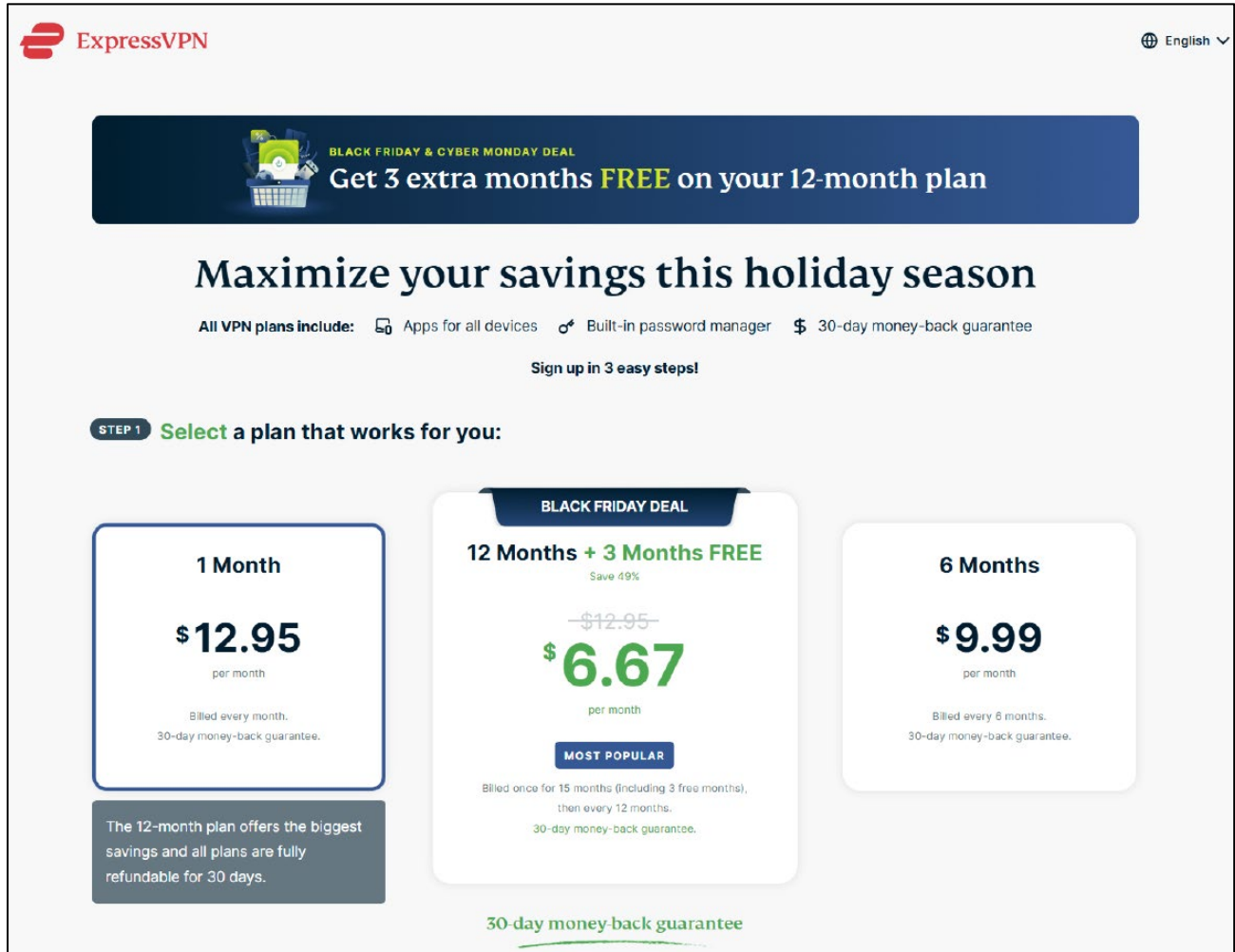


Exhibit 5 (Internet Archive Capture December 1, 2022).⁴

43. The sign-up page was substantially similar when Mr. Martinez signed up in mid-2023. Ex. 6 (September 2023 Order Page archive).

44. Looking at Exhibit 5, the “1 Month” price of \$12.95 is in large, bold text. In contrast, the words “Billed every month” are in tiny, grey text that fades into the background.

⁴ <https://archive.org/about/> (“The Internet Archive, a 501(c)(3) non-profit, is building a digital library of Internet sites and other cultural artifacts in digital form”).

45. Lower down on this same screen, consumers enter their email and payment info:

The screenshot displays the ExpressVPN checkout process. **STEP 2: Enter your email address:** includes a privacy guarantee and an email input field. **STEP 3: Select your preferred method of payment:** features a 'Secure checkout' notice, credit card logos (Visa, Mastercard, American Express, Discover, JCB, Visa Electron), and input fields for first/last name, zip/postal code, card number, and CVC. The order total is \$12.95 for a 1-month plan, with a 30-day money-back guarantee. A 'Join Now' button is at the bottom. To the right, a 'techradar' badge and a list of features under 'ExpressVPN includes' are shown.

STEP 2 Enter your email address:

Privacy guarantee: We do not share your information and will contact you only as needed to provide our service.

Your email address

STEP 3 Select your preferred method of payment:

Secure checkout | Your payment information is fully protected.

▼ Credit Card      

First name Last name Zip/Postal code Optional

Card number MM / YY CVC ?

Order Total: \$12.95
ExpressVPN 1-month plan, billed monthly (\$12.95/month)
You're 100% covered by our 30-day money-back guarantee.

Join Now

By submitting this form, you agree to our [Terms of Service](#).

techradar EDITOR'S CHOICE

ExpressVPN includes

- ✓ Built-in password manager: ExpressVPN Keys
- ✓ 24/7 customer support by live chat
- ✓ Ultra-fast servers in 94 countries
- ✓ Apps for      and more!
- ✓ Best-in-class security & encryption
- ✓ No activity logs & no connection logs
- ✓ **30 days risk-free.** Not satisfied? Get your money back, no questions asked

Exhibit 5.

46. Again, the words “billed monthly” are in small text that gets lost amongst the large, bold statements and colors.

47. This enrollment process violates the ARL. Under the ARL, a “clear and conspicuous” disclosure “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 size by symbols or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code §17601(a)(3). ExpressVPN’s purported disclosure is in smaller (not larger) font than the surrounding text. The small text (which is

not bolded or highlighted) fades into the background. The text is not set off from the surrounding text in a manner that clearly calls attention to it. Instead, the small font is designed to go unnoticed.

48. ExpressVPN also fails to disclose “that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known.” Cal. Bus. & Prof. Code § 17601(a)(2)(C).

49. ExpressVPN further fails to require the user to press a button confirming that the consumer is consenting to automatic renewal (it does not say, for example: “By clicking Join Now, I agree to automatically recurring charges of \$12.95 a month.”).

50. The purported disclosures also fail to say that the subscription will continue until the consumer cancels and fail to include a description of the cancellation policy.

51. The sign-up page when Mr. Marin signed up in mid-2024 also violated the ARL in a similar way. Ex. 8 (April 2024 Order Page).⁵

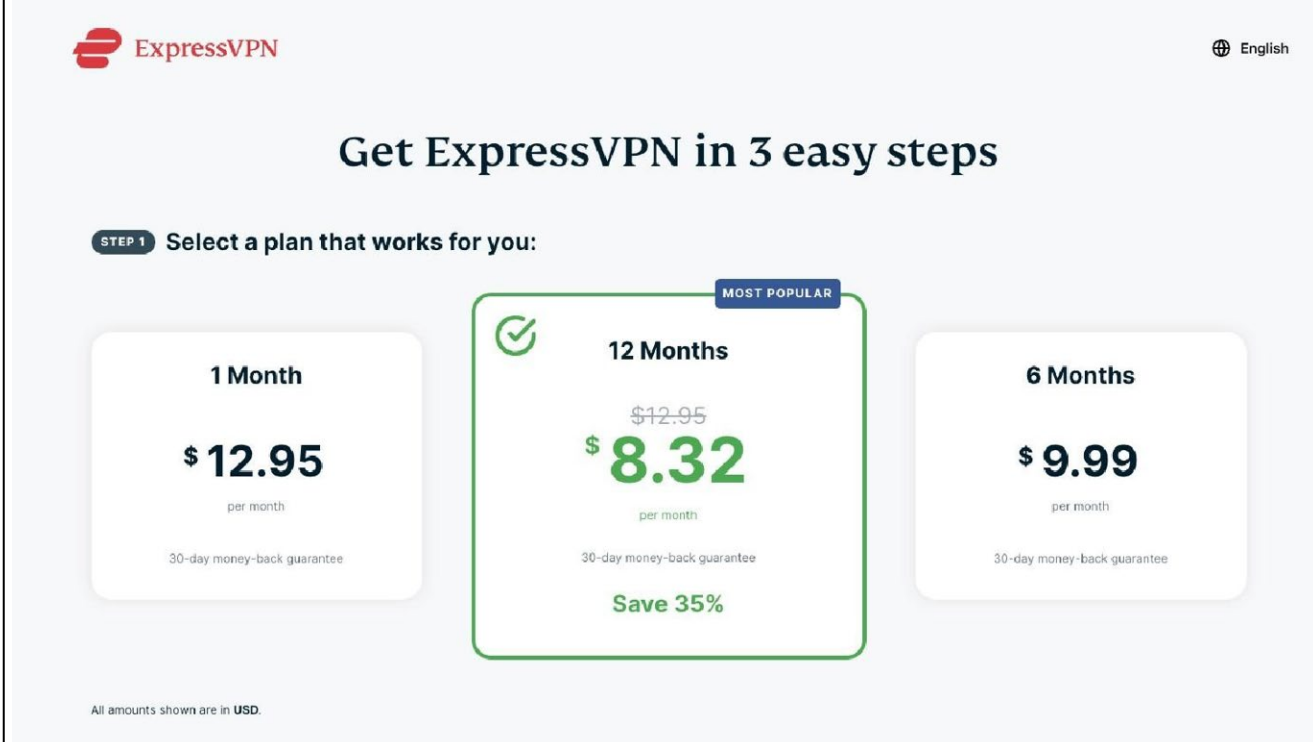


Exhibit 8.

⁵ ExpressVPN has informed Plaintiffs that Exhibit 8 shows the sign-up process in place when Mr. Marin placed his order.

52. Looking at Exhibit 8, the “12 Months” price of \$8.32 is similarly in large bold (and green) text. There is no indication near these product offers that the product automatically renews.

53. Lower down on this same screen, consumers entered their email and payment info, and ExpressVPN provided its purported automatic renewal disclosures.

The screenshot displays the ExpressVPN checkout interface.
STEP 2 Enter your email address: A text input field for the email address is shown. Below it, a checkbox is checked, with text stating: "ExpressVPN and its affiliates may email me security tips, updates, and offers. I can unsubscribe anytime, and my information will not otherwise be shared, as per the [Privacy Policy](#)."
STEP 3 Select your preferred method of payment: This section features a "Secure checkout" indicator and a list of credit cards (VISA, Mastercard, AMERICAN EXPRESS, DISCOVER, JCB, VISA Electron, and Debit Card). Below the card list are input fields for "First name", "Last name", "ZIP/Postal code", "Card number", "MM / YY", and "CVC". A checkbox for "I have reviewed and consent to the [Terms of Service](#) and [Privacy Policy](#)." is present. A green "Subscribe Now" button is at the bottom. Fine print below the button states: "My subscription will renew on Nov 28, 2026 at the then-current rate (now \$116.95/year) unless I cancel via the 'Edit Subscription' menu by following the 'Turn Off Automatic Renewal' prompts. Canceling within 30 days entitles me to a full refund."
Order Summary: A sidebar on the right shows the "12-Month Plan" for "\$155.40 \$99.95". It also lists the "Country: [United States](#)" and the "Order Total: \$99.95". A "30-day money-back guarantee" badge is also visible, stating: "Our 30-day money-back guarantee. If you're not 100% satisfied within 30 days, you'll get all your money back."

Exhibit 8.

54. This enrollment process violates the ARL.

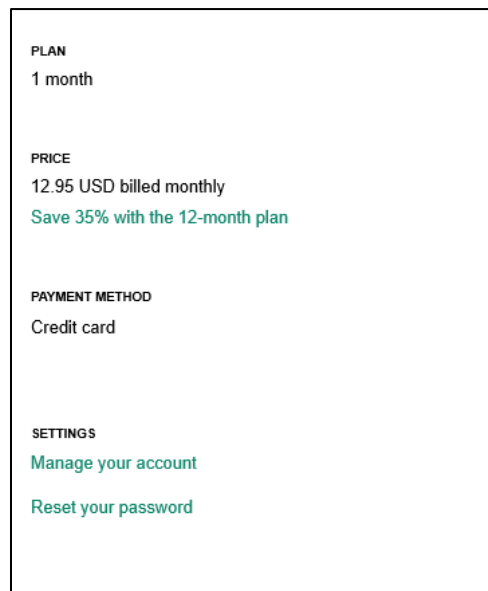
55. When Mr. Marin signed up, ExpressVPN’s purported automatic renewal disclosure was in smaller (not larger) font than the surrounding text. The small text was not bolded or highlighted and fades into the background. It was not set off from the surrounding text in a manner that clearly calls attention to it. Instead, the small font was designed to go unnoticed.

56. When Mr. Marin signed up, ExpressVPN further failed to require the user to press a button confirming that the consumer is consenting to automatic renewal (it does

1 not say, for example: “By clicking Join Now, I agree to automatically recurring charges of
2 \$12.95 a month.”).

3 57. When Mr. Marin signed up, the purported disclosures also failed to say that
4 the subscription will continue indefinitely until the consumer cancels.

5 58. ExpressVPN also fails to send consumers a compliant post-purchase
6 acknowledgment. The post-purchase acknowledgment must include “the automatic
7 renewal offer terms or continuous service offer terms, cancellation policy, and
8 information regarding how to cancel in a manner that is capable of being retained by the
9 consumer.” Cal. Bus. & Prof. Code § 17602(a)(3). This is all Mr. Millar’s post-purchase
10 email said about the subscription:



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12
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21 Exhibit 7.

22 59. This email does not say that the charges will automatically recur until the
23 consumer cancels. There is nothing about the cancellation policy and no description of
24 how to cancel.

25 60. Mr. Martinez has been unable to locate a copy of any post-purchase
26 acknowledgment email sent to him by ExpressVPN, But ExpressVPN has a copy of any
27 such email it sent. Based on the email sent to Mr. Millar, any post-purchase
28 acknowledgment sent to Mr. Martinez was similarly deficient.

1 61. Mr. Marin's post-purchase acknowledgment email is attached as Exhibit 9.
2 While this email contained certain Automatic Renewal Terms, they were not clear and
3 conspicuous, as required by the statute. *See* Cal. Bus. & Prof. Code §§ 17601(a)(2) &
4 17602(a)(3) (the automatic renewal terms must be clear and conspicuous).

5 62. In sum, ExpressVPN violates the Automatic Renewal Law in nearly every
6 way. It fails to clearly and conspicuously disclose the automatic renewal terms, get
7 affirmative consent, or provide a compliant post-purchase acknowledgment. As a result,
8 its automatic charges are illegal and must be refunded.

9 **C. ExpressVPN illegally charged Plaintiffs for automatic subscriptions.**

10 63. On September 10, 2022, Mr. Millar purchased one month of ExpressVPN's
11 virtual private network services, via the ExpressVPN website. His enrollment process was
12 substantially similar to the process described above. When he signed up, he thought he
13 was just buying one month of ExpressVPN for \$12.95. He did not expect, want, or
14 consent to automatic renewal.

15 64. The next month, on October 10, 2022, ExpressVPN automatically charged
16 Mr. Millar's card for another \$12.95. He noticed the charge on his credit card and was
17 surprised. He then cancelled the service so he would not be charged again. He cancelled
18 renewal, using the ExpressVPN website, on October 22, 2022.

19 65. Standing. If ExpressVPN had complied with the ARL and made clear that it
20 was going to automatically charge Mr. Millar in this way, he would not have signed up in
21 the first place or would have cancelled before he was automatically charged. This
22 establishes Mr. Millar's standing.

23 66. On June 6, 2023, Mr. Martinez purchased one year of ExpressVPN's virtual
24 private network services, via the ExpressVPN website. His enrollment process was
25 substantially similar to the process described above. When he signed up, he thought he
26 was just buying one year of ExpressVPN for \$99.95. He did not expect, want, or consent
27 to automatic renewal. And he did not expect, want, or consent to an automatically
28 increased renewal price.

1 67. The next year, on June 6, 2024, ExpressVPN automatically charged Mr.
2 Martinez's card \$116.95, for another year. He noticed the charge and was surprised. He
3 cancelled the credit card so ExpressVPN could not charge him again, without his consent.

4 68. When ExpressVPN illegally charged Mr. Martinez, it also illegally increased
5 the price (from the original price of \$99.95 to \$116.95). As described above, ExpressVPN
6 failed to disclose the potential for this price increase when Mr. Martinez signed up. *See* Ex.
7 6 (2023 order page).

8 69. Standing. If ExpressVPN had complied with the ARL and made clear that it
9 was going to automatically charge Mr. Martinez in this way, he would not have signed up
10 in the first place or would have cancelled before he was automatically charged. This
11 establishes Mr. Martinez's standing.

12 70. On or around April 17, 2024, Mr. Marin purchased one year of
13 ExpressVPN's virtual private network services, via the ExpressVPN website. His
14 enrollment process is described above. When he signed up, he thought he was just buying
15 one year of ExpressVPN for \$99.95. He did not expect, want, or consent to automatic
16 renewal. And he did not expect, want, or consent to an automatically increased renewal
17 price.

18 71. The next year, on or around April 17, 2025, ExpressVPN automatically
19 charged Mr. Marin for \$116.95 for another year. He cancelled automatic renewal so that
20 ExpressVPN would not charge him again.

21 72. Standing. If ExpressVPN had complied with the ARL and made clear that it
22 was going to automatically charge Mr. Marin in this way, he would not have signed up in
23 the first place or would have cancelled before he was automatically charged. This
24 establishes Mr. Marin's standing.

25 **V. Class Action Allegations.**

26 73. Plaintiffs bring claims for the following Class: All persons in California who
27 enrolled in an ExpressVPN plan through its website and were charged for at least one
28 automatic renewal payment during the statute of limitations.

1 74. The following people are excluded from the Class: (1) any Judge or
2 Magistrate Judge presiding over this action and the members of their family; (2)
3 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in
4 which the Defendant or its parents have a controlling interest and their current
5 employees, officers and directors; (3) persons who properly execute and file a timely
6 request for exclusion from the Class; (4) persons whose claims in this matter have been
7 finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and
8 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,
9 successors, and assigns of any such excluded persons.

10 ***Numerosity & Ascertainability***

11 75. The proposed class contains members so numerous that it is impractical to
12 bring every individual claim. There are at least tens of thousands of Class members.

13 76. Class members can be identified through Defendant's sales records and
14 public notice.

15 ***Predominance of Common Questions***

16 77. Common questions of law and fact predominate over individual issues.
17 Common questions of law and fact include, without limitation: (1) whether the automatic
18 renewal plans violate the ARL and California consumer protection laws and; (2) restitution
19 or damages needed to compensate Plaintiffs and the Class.

20 ***Typicality and Adequacy***

21 78. Plaintiffs' claims are typical of the class. Like the class, Plaintiffs were illegally
22 charged for an automatically-renewing subscription in California. There are no conflicts of
23 interest between Plaintiffs and the class.

24 ***Superiority***

25 79. A class action is superior to all other available methods for the fair and
26 efficient adjudication of this litigation because individual litigation of each claim is
27 impractical. It would be unduly burdensome to have individual litigation of individual
28

claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. Claims.⁶

Count 1: Consumers Legal Remedies Act (CLRA)

80. Plaintiffs incorporate the facts alleged above.

81. Plaintiffs bring this count individually and for the Class.

82. Plaintiffs bought ExpressVPN services for personal, family, or household purposes.

83. The ARL imposes a statutory duty to disclose the required Automatic Renewal Terms.

84. ExpressVPN violated Cal. Civ. Code § 1770, (a)(5) by representing that its subscription plans have certain characteristics that they do not have. As alleged in detail above, Defendant represented that its plans would not automatically renew, failed to adequately disclose the automatic renewal terms, and failed to obtain affirmative consent.

85. ExpressVPN violated Cal. Civ. Code § 1770, (a)(9) by advertising services with the intent not to sell them as advertised. As alleged in detail above, Defendant's advertisements represented that its plans would not automatically renew, failed to adequately disclose the automatic renewal terms, and failed to obtain affirmative consent.

86. Defendant's representations and omissions were misleading to Plaintiffs and other reasonable consumers.

87. Plaintiffs relied on Defendant's representations and omissions when deciding to subscribe to ExpressVPN and when deciding not to cancel before the end of their initial period.

⁶ Plaintiffs previously pleaded equitable claims under the False Advertising Law and Unfair Competition Law. Dkt. 24 (FAC) Counts 1-2. The Court dismissed those claims without leave to amend, but without prejudice to refile in state court. Dkt. 40 at 6. Accordingly, Plaintiffs do not reassert these claims here, but maintain the right to assert them in state court.

1 88. Classwide reliance can be inferred because Defendant's misrepresentations
2 and omissions were material, i.e., a reasonable consumer would consider them important
3 in deciding whether to buy ExpressVPN plans or deciding when to cancel.

4 89. Defendant's violative conduct was a substantial factor and proximate cause
5 of economic harm to Plaintiffs and Class members

6 90. CLRA § 1782 NOTICE. On June 13, 2025, Mr. Millar sent a CLRA demand
7 letter to ExpressVPN's headquarters in Cyprus, via USPS Registered Mail International
8 and FedEx (USPS does not offer international certified mail). Plaintiffs used the contact
9 address identified by ExpressVPN.⁷

10 91. On July 25, 2025 Mr. Martinez sent a CLRA demand letter to ExpressVPN's
11 headquarters in Cyprus, via USPS Registered Mail International.

12 92. On December 18, 2025, Mr. Marin sent a CLRA demand letter to
13 ExpressVPN's headquarters in Cyprus, via USPS Registered Mail International.

14 93. All letters provided notice of Defendant's particular violations of the CLRA
15 and demanded that Defendant correct the violations alleged above. Defendant failed to
16 cure under the CLRA. Accordingly, Plaintiffs and the Class seek all monetary relief
17 allowed under the CLRA.

18 94. Mr. Millar and Mr. Martinez previously filed CLRA venue declarations. Dkt.
19 24-8 & 24-9. A CLRA venue declaration is attached for Mr. Marin.

20 **VII. Relief.**

21 95. Plaintiffs seek the following relief for themselves and the Class:

- 22 i. An order certifying the asserted claims, or issues raised, as a class action;
- 23 ii. A judgment in favor of Plaintiffs and the Class;
- 24 iii. Damages;
- 25 iv. Pre- and post-judgement interest;
- 26 v. Reasonable attorneys' fees and costs, as allowed by law; and
- 27 vi. Any additional relief that the Court deems reasonable and just.

28 ⁷ <https://store.expressvpn.com/policies/contact-information>.

VIII. Demand for Jury Trial.

96. Plaintiffs demand the right to a jury trial on all claims so triable.

Date: March 6, 2026

Respectfully submitted,

By: /s/ Jonas B. Jacobson

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