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14 *Attorneys for Plaintiff and the Proposed*
15 *Classes*

16
17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20 WILLIAM GEAGLEY, individually
21 and on behalf of all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 TOMOCREDIT, INC.

26 Defendant.

27 Case No. 3:26-cv-435

28 **CLASS ACTION COMPLAINT**
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:

1) **Violation of the California**
Automatic Renewal Law (Bus. &
Prof. Code, § 17600 Et Seq.);

2) **Violation of the California**
Unfair Competition Law Business
And Professions Code Section 17200,
et Seq.);

1 **3) Negligent Misrepresentation;**

2 **4) Unjust Enrichment**

3 **AND FOR INJUNCTIVE RELIEF**
4 **ONLY FOR:**

5 **(5) Violation of the California**
6 **Consumers Legal Remedies Act (Cal.**
7 **Civ. Code § 1750, Et Seq.)**

8 **JURY TRIAL DEMANDED**
9

10 COMES NOW, Plaintiff WILLIAM GEAGLEY (“Plaintiff”), individually
11 and on behalf of all others similarly situated as defined below, and states as follows:

12 **JURISDICTION AND VENUE**

13 1. This Court also has subject matter jurisdiction pursuant to 28 U.S.C.
14 §1332(d)(2)(A) because this case is a class action where the aggregate claims of all
15 members of the proposed Classes are in excess of \$5,000,000.00, exclusive of
16 interest and costs, there are 100 or more members of the proposed Classes, and at
17 least one member of the proposed Classes, including Plaintiff, is a citizen of a state
18 different than TomoCredit, Inc. (hereinafter, “TomoCredit”).

19 2. This Court has personal jurisdiction over TomoCredit because
20 TomoCredit conducts business in California, including within this District.
21 Defendant is headquartered in this District and, therefore, has sufficient minimum
22 contacts with this state.

23 3. Under 28 U.S.C. 1391, venue lies in this District because TomoCredit
24 maintains its principal place of business within this District and makes decisions
25 related to its marketing and/or advertising and/or promotion of its TomoBoost credit
26 score builder product and/or service from its headquarters and are thus subject to the
27 court’s personal jurisdiction as indicated above. Additionally, this action is brought
28

1 in this District because it is the District in which TomoCredit has its principal place
2 of business and/or is doing business. *See, Exhibit A, Venue Affidavit.*

3 **PARTIES**

4 4. Plaintiff Geagley is a citizen of the State of New York, residing in
5 Sullivan County, New York.

6 5. Defendant TomoCredit, Inc. (“TomoCredit”) is a corporation organized
7 under the laws of Delaware with its principal place of business located at 301
8 Howard Street, Suite 950 San Francisco, California 94105. TomoCredit Inc. is
9 therefore a citizen of the states of Delaware and California.

10 **TOMOCREDIT’S UNFAIR, UNLAWFUL, AND/OR DECEPTIVE**
11 **BUSINESS ACTS AND PRACTICES**

12 **A. Unfair, Unlawful, and/or Deceptive Sales, Marketing, Administration,**
13 **and/or Other Business Acts and Practices and/or Unfair, Unlawful,**
14 **and/or Deceptive Terms & Conditions**

15 6. TomoCredit operates a website, www.TomoCredit.com and
16 www.TomoBoost.com, on which it markets, advertises, and/or sells a product called
17 TomoBoost – a product and/or service that helps people build credit and/or build
18 better credit.

19 7. Once someone lands on the website, the viewer is alleged to be
20 automatically subjected to an arbitration agreement without even knowing it and
21 without consenting to it.

22 8. In pertinent part, the purported Terms and Conditions state:

23 [...] The Tomocredit App, website and Services are owned and
24 operated by Tomocredit, and are being provided to you expressly
25 subject to this Agreement. By accessing, inquiring, browsing
26 and/or using the Tomocredit App, Tomocredit.com,
27 TomoBoost.com, or the Services, you acknowledge that you have
28 read, understood, and agree to be bound by the Terms of this
Agreement and to comply with all applicable laws and regulations.

1 The Terms of this Agreement, as further described in Section 1
2 below, form an essential basis of the bargain between you and
3 Tomocredit, and this Agreement governs your use of the
Tomocredit App, Tomocredit.com and the Services.

4 **THIS AGREEMENT INCLUDES, AMONG OTHER**
5 **THINGS, A BINDING ARBITRATION PROVISION**
6 **GOVERNED BY THE FEDERAL ARBITRATION ACT**
7 **(“FAA”). BY ENTERING INTO THIS AGREEMENT AND**
8 **USING ANY TOMOCREDIT SERVICES (INCLUDING**
9 **BUT NOT LIMITED TO TOMOBOOST, TOMOCREDIT**
10 **CARDS, OR ANY OTHER CURRENT OR FUTURE**
11 **SERVICES OFFERED), YOU AND TOMOCREDIT**
12 **EXPRESSLY AGREE THAT ANY AND ALL DISPUTES**
13 **WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL**
14 **AND BINDING ARBITRATION, ON AN INDIVIDUAL**
15 **BASIS, AND NOT IN COURT. BY ACCEPTING THIS**
16 **AGREEMENT, YOU AND TOMOCREDIT WAIVE THE**
17 **RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A**
18 **CLASS ACTION, CLASS ARBITRATION, OR ANY**
19 **OTHER REPRESENTATIVE PROCEEDING. THIS**
20 **ARBITRATION AGREEMENT APPLIES TO ALL**
21 **CLAIMS OR DISPUTES, WHETHER ARISING BEFORE,**
22 **DURING, OR AFTER YOUR RELATIONSHIP WITH**
23 **TOMOCREDIT, AND SHALL SURVIVE TERMINATION**
24 **OF THIS AGREEMENT. PLEASE REFER TO SECTION 11**
25 **BELOW FOR THE FULL ARBITRATION PROVISION,**
26 **INCLUDING DETAILS ON THE CLASS ACTION**
27 **WAIVER.**

21 **BY ACCESSING, BROWSING, OR USING THE**
22 **TOMOCREDIT APP, TOMOCREDIT.COM,**
23 **TOMOBOOST.COM, OR ANY OF OUR SERVICES, YOU**
24 **AGREE TO BE BOUND BY THIS AGREEMENT AND ALL**
25 **INCORPORATED APPENDICES AND POLICIES,**
26 **INCLUDING PRIVACY POLICY, WHICH ARE PART OF**
27 **AND FULLY INCORPORATED INTO THESE TERMS**
28 **AND CONDITIONS. THE APPENDICES INCLUDE,**
WITHOUT LIMITATION:

- **APPENDIX 1: DISCLOSURES & TERMS OF USE**
- **APPENDIX 2: E-SIGN DISCLOSURE AND CONSENT**
- **APPENDIX 3: COOKIE POLICY**

PLEASE REFER TO APPENDICES (Hyperlinked and available BELOW FOR MORE INFORMATION.

1. ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before accessing, using, or browsing the TomoCredit App, TomoCredit.com, the Services, or any data available thereon. If you do not agree to these Terms, you may not access or use the TomoCredit App, TomoCredit.com, Tomoboost.com or the Services.

By accessing, browsing, or signing up to use a TomoCredit account or Services through TomoCredit.com, TomoCredit’s APIs, the TomoCredit Application, TomoBoost, or any other TomoCredit website or services in any format, you confirm that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, including our Privacy Policy, Cookie Policy, Prohibited Use Policy, E-Sign Disclosure and Consent Policy, and the arbitration agreement as set out in this Agreement and its appendices and on Tomo’s Website.

To use the TomoCredit App, TomoCredit.com, or the Services, and to accept this Agreement, you must:

- (i) Be a legal resident of the United States;
- (ii) Be of legal age to form a binding contract with TomoCredit; and
- (iii) Not be prohibited by law from using the TomoCredit App, our website at TomoCredit.com, or the Services.

By using and continuing to use our Services and website, you agree to comply with all Tomo policies, including the Tomo Privacy Policy, Cookie Policy, and the disclosures, obligations, and policies outlined in this Agreement and its appendices.

1 9. Plaintiff and the proposed Classes use the site before they have even
2 seen the purported terms. And the only way to view the terms is to use the Website.

3 10. TomoCredit does this to keep Complaints against it out of the public
4 view. This is because the purported Terms and Conditions contain a purported
5 arbitration provision that TomoCredit attempts to use as a shield to protect itself
6 from court scrutiny.

7 11. Additionally, the TomoCredit Terms and Conditions – including the
8 purported arbitration provision – are illusory, as TomoCredit reserved the right to
9 modify the terms of the purported Terms of Service, including the section on
10 arbitration by “posting on the website”:

11 **2. MODIFICATION OF THIS AGREEMENT**

12 **Tomocredit reserves the right to and may amend this Agreement**
13 **at any time unilaterally and will notify you of any such changes by**
14 **posting the revised Agreement on its website, Tomocredit.com,**
15 **and/or providing a copy to you (a “Revised Agreement”). All changes**
16 **shall be effective upon posting.** We will date the Terms with the last
17 day of revision. Your continued use of the Tomocredit App,
18 Tomocredit.com or the Services after the posting of a Revised
19 Agreement constitutes your acceptance of such Revised Agreement and
20 you will be bound by any changes to the Agreement. Tomocredit may
21 terminate, suspend, change, or restrict access to all or any part of the
22 Tomocredit App, Tomocredit.com or the Services without notice or
23 liability. If you do not agree with any such modification, your sole and
24 exclusive remedy is to terminate your use of the Services and close your
25 account (as defined below). In the event of any conflict between this
26 Agreement and any other agreement you may have with TomoCredit,
27 the terms of this Agreement shall control.

28 [...]

11.19 Modification: Notwithstanding any provision in this Agreement
to the contrary, we agree that if TomoCredit makes any future material
change to this Arbitration Agreement, it will notify you by posting it on
its website and/or providing you with a copy. Your continued use of the

1 TomoCredit Website and/or Services, including the acceptance of
2 products and services offered on the TomoCredit Website following the
3 posting of changes to this Arbitration Agreement, constitutes your
4 acceptance of any such changes.

5 *See, TOMO Terms and Conditions - September 2025 Update.*

6 Available at: <https://tomo-public-docs.s3.us-west-1.amazonaws.com/TermsOfUse.pdf>. (Emphasis added.)

7 12. Users can access the TomoCredit website on a standard computer, such
8 as a desktop or laptop, or a mobile device at www.tomocredit.com or
9 www.tomoboost.com, which auto-directs to www.tomocredit.com/tomoboost.

10 13. The website www.tomocredit.com/boost provides:

11 To access the Terms and Conditions / Terms of Use, the visitor must
12 know the web address (<https://tomo-public-docs.s3.us-west-1.amazonaws.com/TermsOfUse.pdf>) or must scroll all the way to the
13 bottom of the webpage and click the hyperlink “Terms of Use”, which
14 will direct the viewer to <https://tomo-public-docs.s3.us-west-1.amazonaws.com/TermsOfUse.pdf>.

15 14. TomoCredit describes TomoBoost as a credit building product and/or
16 service that “Build Credit Fast” and encourages the entering of “your email” to
17 “Boost my score”:

Build Credit Fast.

- ✓ Up to \$30,000 credit line
- ✓ 105+ credit boost
- ✓ No credit checks. **Ever.**

Enter your email

Trusted by 4 million+ people building credit with TomoBoost



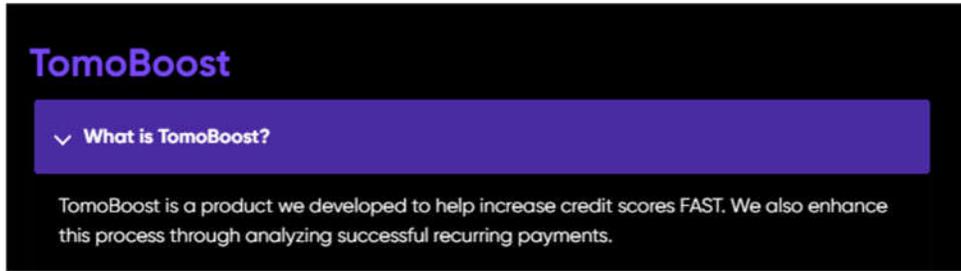
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25 *See:* www.tomocredit.com/boost.

26 15. As shown above, TomoCredit promises a 105+ credit boost. *See, id.*

1 16. In the Web Page Name, TomoCredit represents: “TomoBoost: Boost
2 Your Credit Score 200+ Fast with AI.”

3 17. TomoCredit further represents that it is “Trusted by 4 million+ people
4 building credit with TomoBoost.”

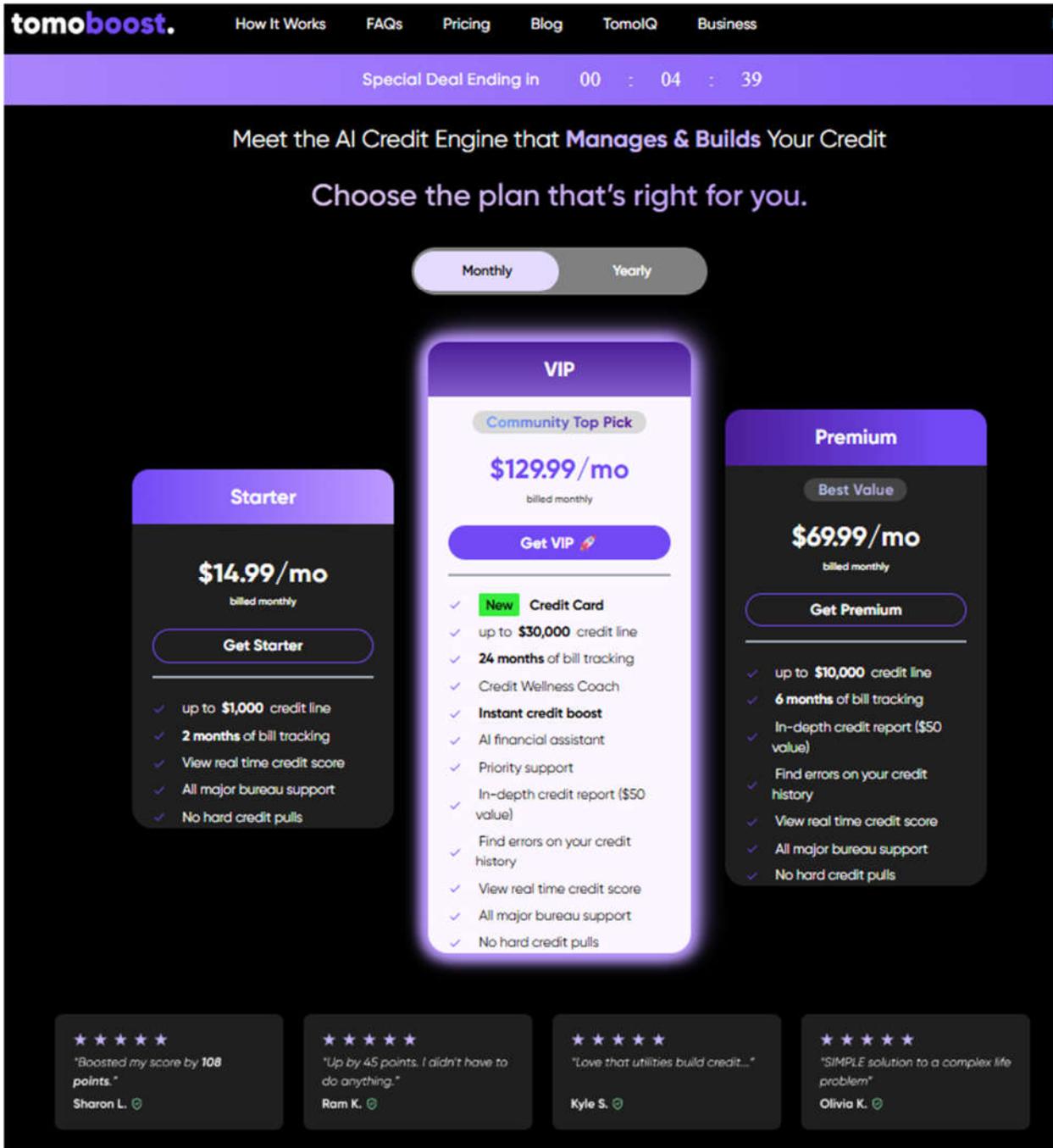
5 18. TomoCredit further describes TomoBoost as:



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11 *See*, www.tomocredit.com/boost-faq. (Last visited: 11/6/2025).

12 19. The interactive TomoBoost Pricing webpage initially appears as
13 follows:

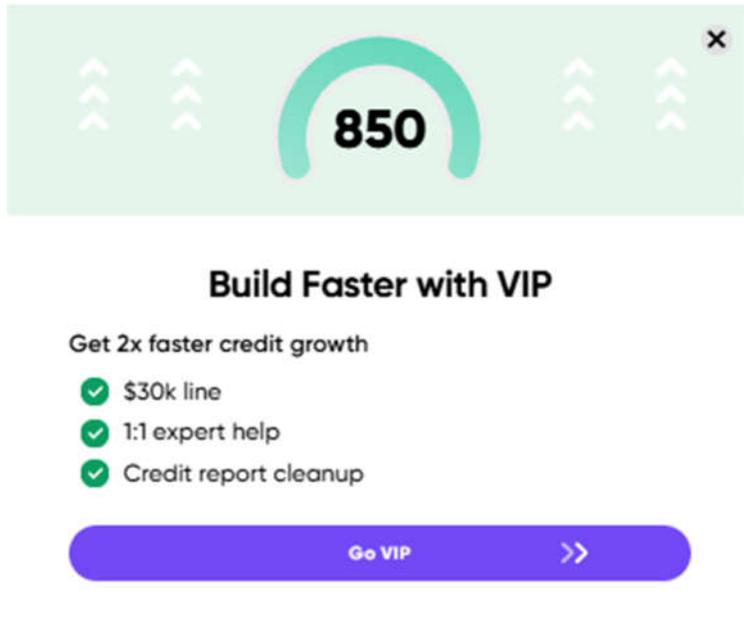
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See: <https://tomocredit.com/boost-pricing>.

20. TomoCredit promises an “Instant” credit boost with its VIP plan.

21. When the viewer attempts to choose Starter plan by clicking on the Starter option, the following pop-up appears:



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11 22. Thus, read together, while the VIP plan is “2xs faster credit growth” –
12 it is also “Instant”.

13 23. Upon information and belief, the pop-up does not appear when the
14 viewer clicks on the Premium plan, indicating that the Premium plan is either as fast
15 as the VIP plan or the Premium plan credit boost speed falls somewhere between the
16 speed of the Start Plan (2xs slower than VIP) and the VIP plan (2xs faster – but
17 referred to as “Instant”).

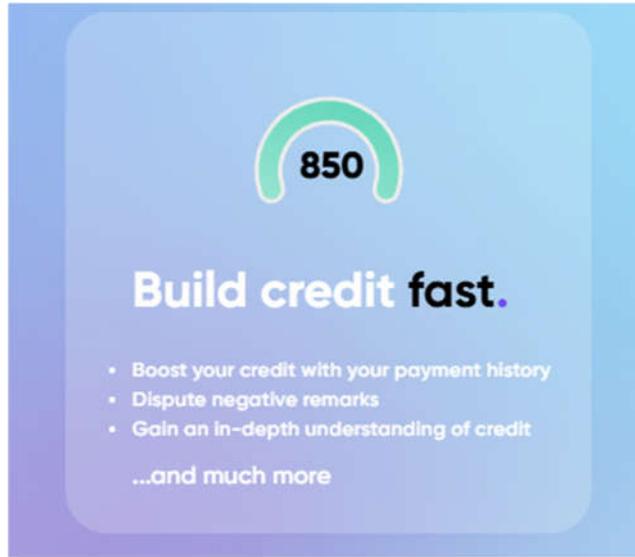
18 24. A reasonable consumer would understand ‘instant’ to mean
19 instantaneous at best and same day at worst.

20 25. So, if the VIP plan takes a second or a day to boost credit, the Starter
21 plan should boost it within a couple of days at worst.

22 26. Regardless, taken as a whole, the marketing and advertising indicate
23 that Plaintiff and the Members of the Classes in any plan would all see a boost in
24 their credit within the day – since the VIP plan touts “Instant” results and something
25 that is two times slower than an instant would still be fast.

26 27. Upon logging in, TomoCredit reiterates that it will “Build credit fast”:
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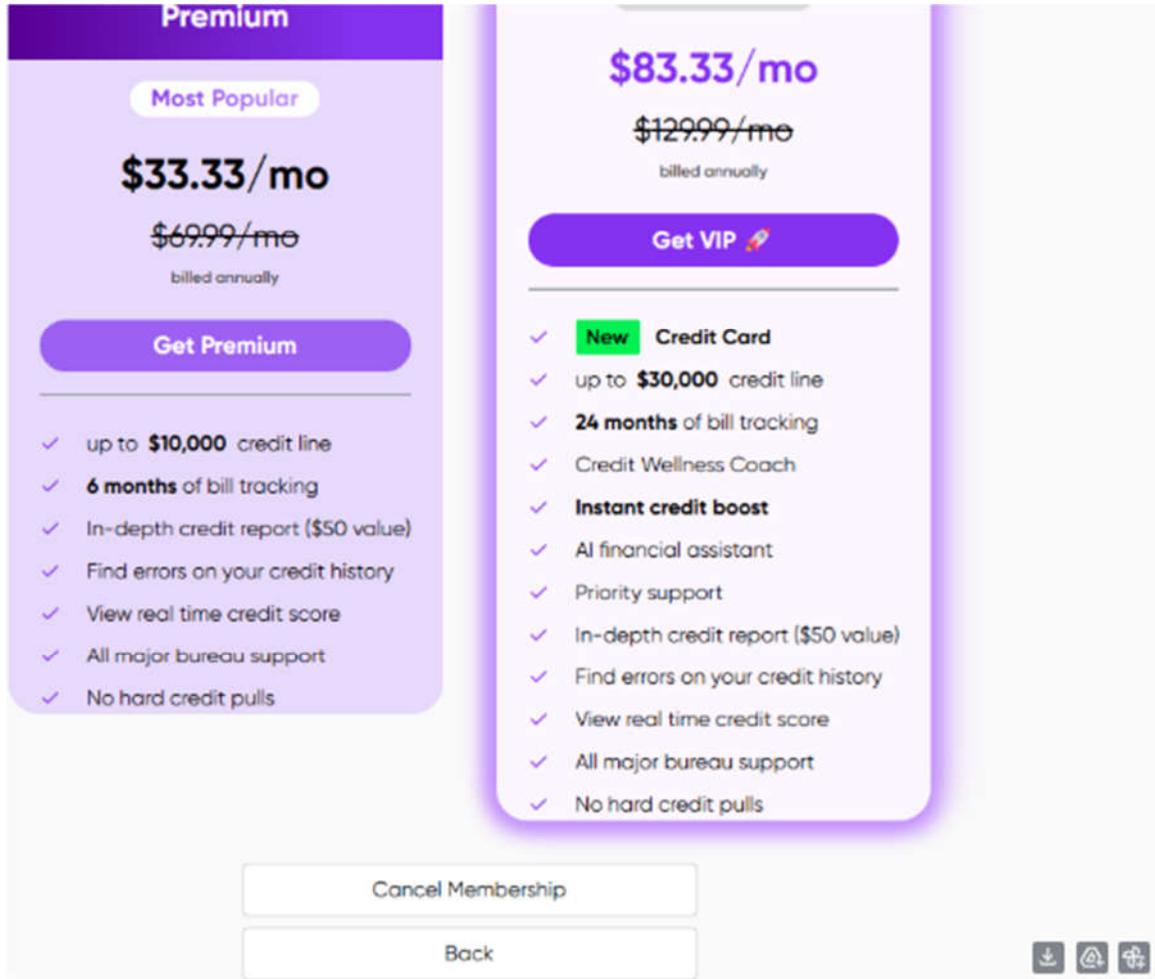
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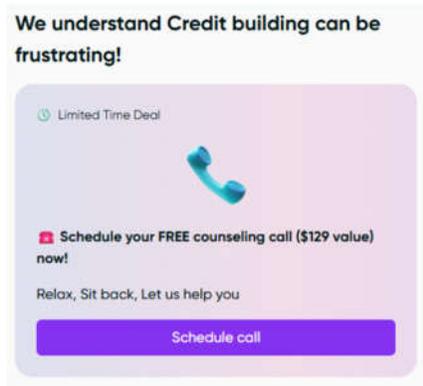
See: https://tomocredit.com/dashboard/login?redirect_uri=/boost&fromBoost=true.

28. TomoCredit makes it incredibly difficult to cancel TomoBoost.

29. When a TomoBoost customer tries to cancel, not only does TomoCredit try to upsell the customer, TomoCredit places the cancellation button in small non-conspicuous font and underneath large hard to miss advertising for alternative memberships that are either longer in duration than the customer's current plan and/or more expensive than the customer's current plan:



30. When the customer finally locates the cancellation button, the following message appears and there is no way around it – requiring Plaintiff and the Members of the Classes to schedule a call before being able to cancel:



31. The internet is littered with complaints about TomoCredit’s unfair and

1 deceptive business practices:

2 Elton Carmo
3 April 7, 2024 • @eltonbicalho

4 They are scammers. Please, don't do business with them. I made the
5 mistake of taking their credit card and subscribing to Tomo Bost. I have
6 been trying to cancel their services for 6 months, and they are still
7 charging me even after several requests to cancel.

Product: TomoCredit Credit Cards

8 *See:* <https://wallethub.com/profile/tomocredit-68492133i>

9 info_2538747
10 March 8, 2024 • @info_2538747

11 This is a scam. No customer service or contact information. You can't
12 remove cards once added, and they try to charge any amount on any
13 card and won't cancel it. Report as fraud and change the card or lock it.

14 Product: TomoCredit Credit Cards

15 *See:* <https://wallethub.com/profile/tomocredit-68492133i>

16 ro go
17 March 5, 2024 • @Robgold

18 This is the biggest scam. I started with them 10 months ago, and most
19 months haven't even been reported. My score actually went down after
20 they reported. I've been trying to cancel my account for 2 months now,
21 and it's one hoop after another. Even after they say my account is
22 canceled, they continue to try and charge my credit card. This is fraud.

23 *See:* <https://wallethub.com/profile/tomocredit-68492133i>

24 christian Woodrum
25 March 4, 2024 • @Woodrumpm

26 This company, Tomo Boost, is a total scam. Someone should file a class
27 action lawsuit against them. They didn't do a single thing they claimed
28

1 they could. I gave them three months, and my score actually went down.
2 I sent multiple emails trying to get a hold of them to close my account.
3 No luck and no customer credit. Instead, they started sending
4 threatening emails and attempted to charge my credit card \$80 every
5 single day. I had to freeze my credit card. It's been four months, and
6 every day they try again.

7 *See:* <https://wallethub.com/profile/tomocredit-68492133i>

8 Arizoina_User
9 [1 out of 5 stars]
10 Dec 21, 2025

11 ToMo keeps trying to charge my card a year later
12 ToMoi keeps trying to charge my card. I ended up filing a dispute with
13 my card issuer. I won the dispute. Then exactly a year later TomoCredit
14 has the balls to try and charge my card again for \$979.99

15 I ended up filing a dispute and canceling my card. This was really
16 annoying and cost me a lot of time having to update creditors.

17 December 20, 2025 Unprompted Review

18 *See:* <https://www.trustpilot.com/review/tomoboost.com>

19 Dess
20 [...] [1 out of 5 stars]
21 Jul 18, 2024

22 I BEEN TRYING TO CANCEL SINCE DECEMBER

23 I BEEN TRYING TO CANCEL SINCE DECEMBER! EVERY TIME
24 I TRY TO REACH OUT I GET AN AUTOMATED (NOT A REAL
25 PERSON) MESSAGE AND IM STILL BEING HARASSED BY
26 TEXTS SAYING AVOID TERMINATION, I REACHED OUT
27 NUMEROUS TIMES ONLY TO GET NOWHERE. NOW IM
28 CONTACTING MY BANK AND REPLACING MY CARD! DO
NOT USE THEM!!

1 November 1, 2023 Unprompted Review

2
3 *See:* <https://www.trustpilot.com/review/tomoboost.com>

4 Christopher Narkon
5 US

6 2 reviews

7 Jun 12, 2025

8 Rated 1 out of 5 stars

9 Poor Customer Service

10 The customer service is horrible, emailed too many times in 2 months
11 to cancel my subscription. Needed to make dispute with my bank in
order to cancel. Nothing was reported on my credit score. Overall, it
was the worst experience with a credit boosting company.

12 *See:* <https://www.trustpilot.com/review/tomoboost.com>

13 Seán Esch
14 US

15 2 reviews

16 Apr 1, 2025

17 Rated 1 out of 5 stars

18 FAKE SCAM

19 FAKE SCAM! Idk how this company still operates. 6 months and it
20 hasn't reported to my credit at all. Yet, I'm still being charged every
month. There NO customer service, NO emails back, NO chat support.
They've been reported several times to the BBB already.

21 *See:* <https://www.trustpilot.com/review/tomoboost.com>

22 Russo Coffey

23 Rated 1 out of 5 stars

24 Sep 22, 2024

25 This place is a RIP OFF...I sent...

26 This place is a RIP OFF...I sent request to cancel a year ago and they
27 still keep trying to debit my account. YOUR NOT GONNA GET
28 ANYTHING.

1 Rated 1 out of 5 stars

2 Feb 1, 2024

3 Same as everyone else...request to...

4 Same as everyone else...request to cancel and they won't cancel
5 membership so now I'm forced to have bank decline all transactions
6 from them. THEY SUCK AND ARE FRAUDING PPL.

7 *See:* <https://www.trustpilot.com/review/tomoboost.com>

8 *See:* <https://www.trustpilot.com/review/tomoboost.com>

9 Christina Condon

10 US

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11 1 review

12 Feb 24, 2025

13 Rated 1 out of 5 stars

14 Horrible, avoid this company

15 Canceled this membership 6 months ago and am still being charged. I
16 have reached out multiple times to customer service with no response,
17 an inactive account, but monthly charges.

18 *See:* <https://www.trustpilot.com/review/tomoboost.com>

19 John Kelly IV

20 US

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21 1 review

22 Jan 23, 2025

23 Rated 1 out of 5 stars

24 This company is fraudulent...

25 This company is fraudulent and takes hundreds of dollars out of your
26 account and never actually does anything to affect your credit. It's
27 complete BS!!! Stay away!!!

28 *See:* <https://www.trustpilot.com/review/tomoboost.com>

Branko Zecevic

US

1 •
 2 1 review
 3 Jan 12, 2025
 4 Rated 1 out of 5 stars
 5 I have been trying to cancel for over 8...
 6 I have been trying to cancel for over 8 months. What a scam of a
 7 company. DO NOT I REPEAT DO NOT PAY FOR THIS SCAM
 8 COMPANY!!!!

9 *See:* <https://www.trustpilot.com/review/tomoboost.com>

10 Joseph
 11 US
 12 1 review
 13 Jan 9, 2025
 14 Rated 1 out of 5 stars
 15 Don't bother with this
 16 These folks refuse to cancel this stupid membership which has had zero
 17 impact on my overall credit scores! This is a pure scam!
 18 *See:* <https://www.trustpilot.com/review/tomoboost.com>

19 customer
 20 US
 21 •
 22 2 reviews
 23 Updated Jan 22, 2025
 24 Rated 1 out of 5 stars
 25 This is a fraudulent company!!
 26 This is a fraudulent company!!! I tried them out for two months paid
 27 over and over again, absolutely no reporting was made to credit report.
 28 Afterwards I tried to cancel the account for three months straight, no
 customer service to speak with and they take you in circles over and
 over again. Thieves!

See: <https://www.trustpilot.com/review/tomoboost.com>

Olivium
 US
 1 review

1 Dec 21, 2024

2 Rated 1 out of 5 stars

3 You can not cancel it , not successfully ...

4 Unfortunately they are taking the money from your bank account every
5 month, no support team to help you to cancellation , they don't cancel
6 and you can not refund your money and nothing changes in your score

7 *See:* <https://www.trustpilot.com/review/tomoboost.com>

8 Robert

9 US

10 8 reviews

11 Dec 16, 2024

12 Rated 1 out of 5 stars

13 Fruadulent Company Selling a Non-existant Service

14 The Tomoboost product they are advertising doesn't and can't exist as
15 their data sharing privilages have been revoked by TransUnion,
16 Experian and Equifax, yet they are still advertising and accepting sign-
17 ups and payments. I signed up in and paid for TomoBoost in September,
18 two weeks later I saw nothing had reported on any of my credit reports.

19 After performing a quick search in an attempt to find out how long it
20 would take to show up on my report I came across the news that their
21 data reporting access had been revoked by all of the big three bureaus
22 and they'd all ended their partnerships with Tomo.

23 After learning of this I requested a refund in which I was told, their
24 terms did not allow for refunds, I said well you sold me a fraudulent
25 service. At that point they deleted my account on their support site so
26 that I could no longer view, respond or create support tickets. This is a
27 fraudulent and unethical company who seems to be pulling off a money
28 grab in order to make their exit.

See: <https://www.trustpilot.com/review/tomoboost.com>

James Pendleton

US

2 reviews

Dec 12, 2024

1 Rated 1 out of 5 stars
 Complete SCAM !!!!!!!!!!!!!!!!!!!!!!!!!!!!!
 2 Complete SCAM !!!!!!!!!!!!!!!!!!!!!!!!!!!!!
 3 They are absolutely a dishonest firm. I canceled my renewal and they
 4 billed me anyhow. I NEVER got a card registered to my account-
 5 complete FRAUD!!! wasted \$1,000 on a useless program. They
 6 changed their billing from TOMOBOOST to BUILD YOUR CREDIT
 so watch out!! I canceled on the TOMOBOOST site and they still billed
 me anyhow.

7 Watch OUT!! DO NOT USE!!!

8
9 *See:* <https://www.trustpilot.com/review/tomoboost.com>

10 Shanzae Brack
 11 US
 2 reviews
 12 Nov 27, 2024
 13 Rated 1 out of 5 stars
 took my money and no product or service...
 14 took my money and no product or service was provided, on top of that
 15 they fought the dispute with the bank.
 16 i am a verified customer and i have proof, sent severall emails but they
 17 dont provide help, they just like to eat your \$129.99 and its a failed
 company.

18 *See:* <https://www.trustpilot.com/review/tomoboost.com>

19 Taylor Barrett
 20 US
 2 reviews
 21 Aug 23, 2024
 22 Rated 1 out of 5 stars
 23 Tomoboost is a complete scam I wouldn't...
 24 Tomoboost is a complete scam I wouldn't waste my money on them for
 anything. Emailed support over a month ago to cancel my subscription
 25 but yet again I was charged this month and refused to give a refund.

26 *See:* <https://www.trustpilot.com/review/tomoboost.com>

1 obinna

2 US

3 1 review

4 Aug 5, 2024

5 Rated 1 out of 5 stars

6 TOMOBOOST AND TOMOCREDIT IS 100% FRAUD

7 TOMOBOOST AND TOMOCREDIT IS 100% FRAUD. DONT BE
8 SCAMMED LIKE THEY SCAMMED ME. ITS ALL FAKE !!!!! I
9 JUST SIGNED UP WITH \$62 AND ITS FRAUD

10 *See:* <https://www.trustpilot.com/review/tomoboost.com>

11 Trey

12 CR

13 1 review

14 Jul 5, 2024

15 Rated 1 out of 5 stars

16 This is a scam

17 This is a scam. Read the other reviews. Unless you want to throw
18 money away and then be forced to get a new credit card so they do not
19 continue to run a charge against it for nothing of value, then stay clear.
20 You have been warned.

21 *See:* <https://www.trustpilot.com/review/tomoboost.com>

22 Richie Acevedo

23 US

24 1 review

25 Jun 18, 2024

26 Rated 1 out of 5 stars

27 DO NOT GIVE THEM ANY MONEY

28 DO NOT GIVE THEM ANY MONEY! DO NOT UPGRADE YOUR
MEMBERSHIP. THEY DO NO REPORT ANY CREDIT BALANCE
AND THEY DO NOT CANCEL YOUR SUBSCRIPTION.

See: <https://www.trustpilot.com/review/tomoboost.com>

Davio'n G

US

1 1 review
2 Jun 16, 2024
3 Rated 1 out of 5 stars
4 Zero stars
5 Zero stars! I paid \$69 and received no reporting at all. The system is a
6 robot, and there's no phone number. I canceled this over a week ago,
7 and they still took \$49 out of my account today. Somebody needs to fix
8 this before I file a suit against Tomo Boost.

9 *See:* <https://www.trustpilot.com/review/tomoboost.com>

10 Vanessa R
11 US
12 3 reviews
13 Jun 12, 2024
14 Rated 1 out of 5 stars
15 I wish I could give zero stars
16 I wish I could give zero stars! They need to be shut down, it's a scam.
17 I'm working with my bank now to get their fees stopped, as I've been
18 emailing their "support" for 8 months requesting cancellation (they
19 have no other contact info) and have gotten no response and they are
20 still billing me and doing nothing for my credit. Giant scam- beware!!!

21 *See:* <https://www.trustpilot.com/review/tomoboost.com>

22 Deanna Lewis
23 US
24 1 review
25 Jun 3, 2024
26 Rated 1 out of 5 stars
27 This is .the worst company ever
28 This is .the worst company ever. I was just trying desperately to reach
someone in their customer service to get a few questions answered
before joining. Can not EVER get ahold of anyone. I've tried emailing
them with not one response. After reading the reviews on Trustpilot I
now know why, nothing but scams going on here. Taking peoples
money and will not respond to anyone. So thankful I came to Trustpilot
first before joining Tomoboost!!!!!! Thank you everyone for all your
honest reviews. Now I cannot get them to quit emailing me and will not

1 remove me from their email list.

2 *See:* <https://www.trustpilot.com/review/tomoboost.com>

3 George Webb

4 US

5 1 review

6 May 27, 2024

7 Rated 1 out of 5 stars

8 I wish I didn't have to give them no...

9 I wish I didn't have to give them no stars! They keep trying to take
10 money out my account! Even though I asked them to cancel my
11 subscription cause they Never reported anything to the credit bureau
12 like they advertise! 3 months later! They still trying to take money out
13 my account I texted them! Email them! And they still trying to take
14 money out my account I had to close my account and open a new one!
15 They is the worse company ever and I'm gonna make sure NO One gets
16 caught up in this scam!!

17 *See:* <https://www.trustpilot.com/review/tomoboost.com>

18 Marty Poles

19 US

20 3 reviews

21 May 21, 2024

22 Rated 1 out of 5 stars

23 If I could give them no stars I would .

24 If I could give them no stars I would .

25 Sighed unfortunately the monthly was never reported and now with
26 multiple emails I can not get them to simply cancel my account . I think
27 I might have to get a consumer reporter to take up case as that might be
28 the only way to get them to cancel my account .

See: <https://www.trustpilot.com/review/tomoboost.com>

mary e. meriwether

US

3 reviews

May 17, 2024

1 Rated 1 out of 5 stars

2 A rip off!

3 A rip off!! They will never cancel your subscription even if you
4 requested it 8 times. F SCAM!

5 *See:* <https://www.trustpilot.com/review/tomoboost.com>

6 BT

7 US

8 1 review

9 Apr 29, 2024

10 Rated 1 out of 5 stars

11 DO NOT SIGN UP FOR TOMOBOOST'S MONTHLY...

12 DO NOT SIGN UP FOR TOMOBOOST'S MONTHLY
13 SUBSCRIPTION! I REPEAT, DO NOT SIGN UP FOR
14 TOMOBOOST'S MONTHLY SUBSCRIPTION!

15 I paid for a VIP Membership for six months and they never reported the
16 tradeline to the three credit bureaus (i.e. Equifax, Experian, or
17 TransUnion). I informed TomoBoost on three different occasions that
18 the tradeline was not reporting and they did not correct the issue. When
19 I canceled my subscription, they refused to give me a refund. I paid
20 over \$475 for a service I never received. DO NOT SIGN UP FOR
21 TOMOBOOST'S MONTHLY SUBSCRIPTION!

22 *See:* <https://www.trustpilot.com/review/tomoboost.com>

23 Pauline Galvan

24 US

25 2 reviews

26 Apr 22, 2024

27 Rated 1 out of 5 stars

28 Contacted this company several times...

Contacted this company several times last year 11/2023 to cancel acct
and subscription. Was told I needed to contact
boost@tomocredit/collections@tomocredit/help@tomocredit
phone number:866-432-7695

I have tried several times to reach anyone and was given the run around.

I tried to contact them again today with no success.

They are still taking money out of my bank acct even after I emailed

1 them to cancel my subscription. I have no choice but to contact legal
2 services.

3 *See:* <https://www.trustpilot.com/review/tomoboost.com>

4 Zyzereri

5 US

•

6 8 reviews

7 Apr 20, 2024

8 Rated 1 out of 5 stars

9 No support scam company

10 They had my last review removed. Umm don't use them. To this day
11 they are still trying to charge my card. I paid them 50/month for
12 reporting and not only did I have to email them a month in to get them
13 to actually start reporting to the EX, EQ, TU, they only reported to two
14 of them and only one of them had the correct balance. The other one
15 had a balance of N/A. I emailed them multiple times to fix this because
16 they don't have a support number and each email went ignored. Since
17 you can't cancel your subscription until they respond to your email, I
18 just turned off my card. So now they can't take any more of my money
19 while not providing the service they claim to provide. They removed
20 the accounts from my profile quickly once they figured out they weren't
21 getting paid but they still won't respond to my emails. Nope! Stay far
22 away from them.

23 *See:* <https://www.trustpilot.com/review/tomoboost.com>

24 Psalm Tehellyim

25 US

26 3 reviews

27 Apr 16, 2024

28 Rated 1 out of 5 stars

Stay away from these fraudulent...

Stay away from these fraudulent criminals. I won't even call it a
company because it doesn't operate like a business. The email
responses appear to be AI generated, and may be operated by 1 to a few
criminals using the probably expired credentials of the TOMO card
company that went belly up. These losers NEVER INTENDED to
deliver the service offered, they'll just drag you claiming "we're

1 working on it” while giving many apologies only whilst extracting the
2 monthly fee from your bank account. If they do report, it’s only one
3 month and it will eventually fall off your reports, so it’s an absolutely
4 worthless waste of money. Don’t expect a refund, they should be jailed.
5 I joined in Sep 2023 until this month April 2024 and in all that time
they never got it right. Stay away from them. Hopefully a class action
lawsuit is in their future.

6 *See:* <https://www.trustpilot.com/review/tomoboost.com>

7 Shane Coltrin

8 US

9 1 review

10 Apr 5, 2024

11 Rated 1 out of 5 stars

12 Everything that everyone else has...

13 Everything that everyone else has written in other reviews is the same
for me. I tried reporting them to the Consumer Financial Protection
Bureau, but their company is nowhere to be found. Shocking.

14 *See:* <https://www.trustpilot.com/review/tomoboost.com>

15 Mayra Rodriguez-Mohamed

16 US

17 1 review

18 Mar 29, 2024

19 Rated 1 out of 5 stars

20 A fraud

21 A fraud. If you request Tomo to cancel your membership, they will not.
22 Instead, they will continue to charge you. When you contact them to
23 request cancellation, they send email after email asking trying to stop
24 you from canceling. Additionally, they change your membership cost
without previous notice. After 2 months of sending emails through
customer service requesting that my membership get canceled, nothing!
They are still charging me. They are very dishonest and have no ethics.

25 *See:* <https://www.trustpilot.com/review/tomoboost.com>

26 customer

1 US
4 reviews
2 Mar 24, 2024
3 Rated 1 out of 5 stars
This is expensive and doesn't...
4 This is expensive and doesn't do good for my credit score!! Many times
5 I asked to cancel my membership it still asked me to pay!

6 *See:* <https://www.trustpilot.com/review/tomoboost.com>

7
8 Giannina Burt
9 US
4 reviews
10 Mar 13, 2024
Rated 1 out of 5 stars
11 I would give negative stars if I could
12 I would give negative stars if I could. So many promises not fulfilled
13 and then when you try to cancel they will not let you, they just send you
14 through an endless loop and never cancel you. you have to get with your
bank and cancel your card. It's insane. STAY AWAY!

15 *See:* <https://www.trustpilot.com/review/tomoboost.com>

16 Julian Milo
17 US
18 1 review
Mar 6, 2024
19 Rated 1 out of 5 stars
20 Classic scam
Classic scam. No way to cancel in the app or on the website. Report
21 fraud to your bank!

22 *See:* <https://www.trustpilot.com/review/tomoboost.com>

23
24 Luis Reyes
US
25 4 reviews
26 Feb 26, 2024
Rated 1 out of 5 stars
27
28

1 AVOID!

2 AVOID!! After realizing their services don't work I have spent a couple
3 of days trying to get them to cancel my account. They spam the heck
4 out of my phone and emails and tried multiple times to charge me after
5 I requested cancelation. Today alone after more then 7 request they
refuse to cancel my account. This is so bad that I'm taking this to the
BBB and to the attorney general.

6 *See:* <https://www.trustpilot.com/review/tomoboost.com>

7 Muhammad Jami

8 US

9 2 reviews

10 Feb 13, 2024

11 Rated 1 out of 5 stars

12 Do Not Purchase

13 Jan. 7th I asked my account to be discontinued. They continued to
14 charge me 99 a month. I opened three claims on my bank account chase
15 explaining to them that there's no place to cancel. They honored my
16 claims but they closed my account the next day. Save yourself the
17 headache and dont sign up !

18 *See:* <https://www.trustpilot.com/review/tomoboost.com>

19 Jim Coker

20 US

21 3 reviews

22 Feb 9, 2024

23 Rated 1 out of 5 stars

24 There is no customer service

25 There is no customer service. No way to cancel. They bill my credit
26 card at least 5 times a Day, every day!!!! I've called, I've written
27 emails. I'm literally going to have to just cancel my card to get them to
28 stop.

See: <https://www.trustpilot.com/review/tomoboost.com>

Well Being

US

1 1 review
 2 Feb 5, 2024
 3 Rated 1 out of 5 stars
 4 requested to cancel FIVE times
 5 This is the worst customer service experience. I requested via email to
 6 cancel my membership FIVE times and they continue to respond with
 7 offers and “Are you sure you want to cancel?” This is harassment at
 8 this point. I remember before Comcast cable had better customer
 9 service they made it hard for members to cancel as well until a member
 10 had to post all the responses and voice call to show just how difficult it
 11 is to cancel. This is not good business.

12 *See:* <https://www.trustpilot.com/review/tomoboost.com>

13 Felisa
 14 US
 15 2 reviews
 16 Jan 28, 2024
 17 Rated 1 out of 5 stars
 18 There should be a negative stars option
 19 I have been attempting to cancel this product since December 30, 2023.
 20 I have sent at least 10 emails, each response is an offer for additional
 21 months, or reduced payments...they have also gone so far as to try fear
 22 based tactics suggesting how horrible my credit will be should I cancel
 23 this service. I is now again time for the monthly renewal and they are
 24 absolutely attempting to debit my account. Stay away from this shady
 25 company. I am now filing a complaint with the State Attorney General's
 26 office.

27 *See:* <https://www.trustpilot.com/review/tomoboost.com>

28 PRINCELLA BOWLES
 US
 1 review
 Jan 23, 2024
 Rated 1 out of 5 stars
 A... BAD BREAK UP
 for some strange reason TOMOBOOST HAS A HARD TIME
 UNDERSTANDING CANCELLATION OF ACCOUNT! I've emailed

1 them 16xs with the same issue and 7 days after they supposedly
2 canceled the account, they try to take another 34\$ and I have to start
3 over again with the emails! that's crazy almost like a bad relationship
break up where the other party wont leave you alone!!

4 *See:* <https://www.trustpilot.com/review/tomoboost.com>

5 M. Ali

6 US

7 1 review

8 Jan 19, 2024

9 Rated 1 out of 5 stars

10 SCAM - stay way!

11 One of the worst experience ever. I am unable to remove my payment
12 profile and also unable to cancel. For two weeks now I have been
13 emailing their support and no answer, they don't even reply. What a
waste! I need to report them and want my money back!

14 *See:* <https://www.trustpilot.com/review/tomoboost.com>

15 Brent Shapiro

16 US

17 1 review

18 Jan 8, 2024

19 Rated 1 out of 5 stars

20 it is impossible to cancel and the...

21 it is impossible to cancel and the service does not work!

22 *See:* <https://www.trustpilot.com/review/tomoboost.com>

23 Alexis Jean

24 US

25 1 review

26 Jan 6, 2024

27 Rated 1 out of 5 stars

28 Had to cancel and replace my card

Had to cancel and replace my card. I have emails where I canceled 3
times but they still keep taking money from my account. No help from
customer service. Probably wont get my \$150 back. SCAM!

1 *See:* <https://www.trustpilot.com/review/tomoboost.com>

2
3 Jerry

4 US

5 1 review

6 Dec 28, 2023

7 Rated 1 out of 5 stars

8 They are trying to make it impossible to cancel.

9 There is no phone number no direct email contact listed other than 'help@tomoboost'. They will not respond other than automated email responses. Cancelling is harder than getting a date as a freshman in high school with no game.

10 *See:* <https://www.trustpilot.com/review/tomoboost.com>

11 Jai Whitehead

12 US

13 1 review

14 Dec 27, 2023

15 Rated 1 out of 5 stars

16 Scam! Don't do it!

17 I opened an account and needed to cancel it after I saw they don't have any company information online. You can only email them. I have email several times to try to close my account and no one does it. They only talk about giving you a discount. I removed my payment method and they now send me email about replacing it. I only want to delete my account. I was silly enough to sign up and now I am wise enough to want out.

20
21 *See:* <https://www.trustpilot.com/review/tomoboost.com>

22 TJ Jackson

23 US

24 2 reviews

25 Dec 4, 2023

26 Rated 1 out of 5 stars

27 Do not sign up

28 Do not sign up. It is hard to have them cancel your membership. Credit

1 score does not change. Company is a scam! I have been trying to cancel
2 this service for over a month and they keep sending me emails about a
3 failed payment.

4 *See:* <https://www.trustpilot.com/review/tomoboost.com>

5 Brandon Banker

6 US

7 4 reviews

8 Nov 27, 2023

9 Rated 1 out of 5 stars

10 Such a scam

11 Such a scam, didn't report anything to any bureau. Don't do it, it's hard
12 to get them to cancel your account.

13 *See:* <https://www.trustpilot.com/review/tomoboost.com>

14 Jerae David

15 US

16 6 reviews

17 Nov 20, 2023

18 Rated 1 out of 5 stars

19 Do not trust them

20 Do not trust them. I opened an account but had troubles activating my
21 card so didn't use it much. They emailed me and said they were closing
22 my account. I tried to email them back, to explain my issues, but I never
23 heard back. That was in 2021. I also tried to log into my account and
24 could never login. Every time I tried to login it would say I had incorrect
25 information, but when I tried to reset my password, I would never get
26 the link to my email to reset it. Fast forward to August 2023 and I started
27 getting their emails again and getting charged the monthly fee. I
28 reached out again through email several times and tried to contact them
via phone with no results. I ended up having to close my entire bank
account to avoid getting charged the same charges over and over again
because they don't respond and their customer service is basically
nonexistent.

See: <https://www.trustpilot.com/review/tomoboost.com>

1 Lia Li

2 US

3 6 reviews

4 Nov 20, 2023

5 Rated 1 out of 5 stars

6 Tried them & regret everything

7 Tried them. Paid for \$34.99 tier for \$5k lines reported. They reported
8 lines of \$0 balance and \$0 limit and to 1 bureau not 3. FALSE
9 ADVERTISING!!! You can't cancel/delete your data on site. They
10 remove all options to do so. This is what how support replied when
11 demanding they remove inaccurate info from my credit report: Me: "Do
12 not close the line. I specifically requested for all inaccurate information
13 to be removed according to federal regulations...If the account is
14 "closed" according to your "warning", this company would be
15 reporting additional inaccurate information. Since I must state the
16 obvious, if this occurs after notice from consumer and
17 acknowledgement from company (email reply) this establishes willful
18 intent/malice..."

19 TomoBoost (boost at tomocredit dot com) Your request (496235) has
20 been updated. To add additional comments...

21 Thomas (TomoBoost) Nov 15, 2023, 4:36 PM PST Hi! Thank you for
22 contacting the TomoBoost Support Team. We want to help you build
23 your credit and secure your long-term financial future 🗝️ 📈. We want
24 to warn you that there is a high chance your credit score may decrease
25 due to a closed line of credit. Are you sure you wish to continue with
26 your cancellation?

27 *See:* <https://www.trustpilot.com/review/tomoboost.com>

28 Dustin Pierce

US

4 reviews

Oct 28, 2023

Rated 1 out of 5 stars

Signed up with this 2 months ago

Signed up with this 2 months ago, and they are reporting to my credit,
but reporting a 0.00 credit line which does nothing positive at all! its
impossible to cxl or speak to someone regarding anything! I promise

1 do not waste you're money! they have a F rating at the better business
2 bureau! complete scam!

3 *See:* <https://www.trustpilot.com/review/tomoboost.com>

4 Review from Elizabeth W

5 Date: 12/02/2025

6 1 star

7 This company is unethical. I closed my account months ago, yet Tomo
8 continues to attempt to charge my credit card. I have contacted them by
9 email multiple times and tried to speak to a person (they have no
10 customer service, only an 800# to leave a message) to put an end to this
11 nightmare. This is a complete scam - Tomo engages in this practice of
12 not canceling accounts upon request, billing, and then sending emails
13 alerting you to the negative credit information they are
14 creating/reporting, so that you will immediately pay. They are preying
15 on a vulnerable population - people who came to them in an effort to
16 rebuild their credit, and then they do this nonsense. Shame on you,
17 Tomo.

18 *See:* [https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-](https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-cards/tomocredit-1116-925524/customer-reviews)
19 [cards/tomocredit-1116-925524/customer-reviews](https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-cards/tomocredit-1116-925524/customer-reviews)

20 Review from Shawn M

21 Date: 09/23/2025

22 1 star

23 I asked for my account to be closed and no longer needed the service
24 and they still took out money twice and not refunding my account.

25 *See:* [https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-](https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-cards/tomocredit-1116-925524/customer-reviews)
26 [cards/tomocredit-1116-925524/customer-reviews](https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-cards/tomocredit-1116-925524/customer-reviews)

27 Better Business Bureau rates TomoCredit as an F rating:
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BBB Rating

F

Reasons for rating

- Failure to respond to 671 complaint(s) filed against business
- 858 complaint(s) filed against business

[More Information](#)

See: <https://www.bbb.org/us/ca/san-francisco/profile/prepaid-credit-cards/tomocredit-1116-925524>

32. Had TomoCredit disclosed that it was a worthless product and/or that it was difficult and/or impossible to cancel once enrolled, Plaintiff and the Members of the Classes would not have subscribed to TomoBoost. Several Class Members have said such on an online complaint forum:

Marguerita Hunter
US
1 review
Jan 13, 2025
Rated 1 out of 5 stars
I was about to sign up for Tomoboost...
I was about to sign up for Tomoboost but, thank you for the people who took time to review and submit their reviews of this fraudulent

1 company!

2 See: <https://www.trustpilot.com/review/tomoboost.com>

3 Anthony Lewis

4 US

5 4 reviews

6 May 15, 2024

7 Rated 1 out of 5 stars

8 These Freaks almost had me to signup...

9 These Freaks almost had me to signup because I needed a boost to my credit score, thank you Trustpilot for being a reputable site to discover these kind of things, ole lord thank you Trustpilot

10 See: <https://www.trustpilot.com/review/tomoboost.com>

11 **Plaintiff William Geagley’s Experience**

12 33. Plaintiff signed up for the TomoBoost Premium Journey Plan.

13 34. Plaintiff did not see any credit boosting results in the TomoBoost Plan that he purchased – i.e., the Premium Journey Plan.

14 35. Specifically, in or about October 2025, at the time that Plaintiff interacted with TomoCredit website, TomoCredit did not meaningfully disclose the following material facts:

15 (a) that it would be difficult to cancel the TomoBoost credit building product and/or service that is an automatic renewal program, continuous service program, and/or a negative option program.

16 (b) That TomoCredit fails to display a “prominently located” displayed direct link or button entitled “click to cancel,” or words to that effect, with the presentation of the discounted offer, other consumer benefit, or information.

17 (c) That TomoCredit obstructs and/or delays the consumer from canceling or terminating the automatic renewal service, continuous service, and/or negative option program despite the consumer utilizing a direct link or button to cancel that has been displayed (albeit not prominently) at the same time as a discounted offer,

1 retention benefit.

2 (d) That TomoCredit would not allow Plaintiff to cancel unless Plaintiff
3 scheduled a call with TomoBoost first – despite having clicked the cancel button.

4 (e) The TomoCredit does not provide its customers with the ability to
5 cancel online.

6 (f) That TomoCredit does not actually instantly, nor within 30 days, boost
7 users credit scores, i.e., the product and/or service does not actually work to boost
8 credit scores.

9 36. There are no clear and conspicuous, meaningful disclosures, or
10 otherwise transparent mention of TomoCredit’s arduous cancellation process. There
11 are no clear and conspicuous, meaningful disclosures, or otherwise transparent
12 mention of a way to cancel online without actually having to place a phone call to
13 terminate and/or cancel the automatic renewal program, continuous service program,
14 and/or negative option program.

15 37. TomoCredit induced the Plaintiff and members of the proposed Classes
16 into adhesion contracts, whose terms are procedurally and substantively
17 unconscionable and failed to provide contract terms that are just and reasonable.

18 38. Without prospective injunctive relief, TomoCredit could continue these
19 unfair, unlawful, and/or deceptive trade practices.

20 39. TomoCredit buried this information in dense text and does not provide
21 clear and conspicuous disclosures as required by law.

22 40. The “ANA Accountability - Guidelines for Ethical Business Practice,
23 as developed by Direct Marketing Association, provides guidelines for ethical
24 business practice:

25 **Accountability & Ethics in Marketing**
26 **Guidelines for Ethical Business Practice**
27
28

1 These Guidelines for Ethical Business Practice (“Guidelines”) are
2 intended to provide individuals and entities involved in data-driven
3 marketing in all media with generally accepted principles of conduct.
4 These Guidelines reflect the marketing industry’s long-standing policy
5 of promoting the highest levels of ethics in data stewardship and
6 marketing and ae the result of decades of development by marketers
7 (via the Direct Marketing Association which was acquired by ANA in
8 2018.)

9 [...]

10 In addition to providing general guidance and enforceable standards to
11 the industry, the Guidelines are used by ANA’s Committee on Ethical
12 Business Practice Enforcement (“Committee”) as the standard to which
13 data and marketing promotions are examined. The Committee is
14 comprised of seasoned marketing professionals who review consumer
15 complaints and seek voluntary compliance with these Guidelines to
16 enhance consumer trust in the marketing process. [...]

17 [...]

18 Guidelines provide the basis for ethical data and marketing practices
19 and compliance primarily under U.S. standards and expectations. [...].

20 *See, Exhibit B*, Guidelines for Ethical Business Practice.

21 41. The guidelines include the following with respect to the standard
22 regarding Advance Consent / Negative Option Marketing:

23 **II. ADVANCE CONSENT/NEGATIVE OPTION MARKETING**

24 These Guidelines apply to all media and address marketing plans where
25 the consumer gives consent to receive and pay for goods or services in the
26 future on a continuing or periodic basis, unless and until the consumer
27 cancels the plan. The following should apply to all advance consent or
28 negative option marketing plans:

1. Initial Offer

Consent. Regardless of channel, marketers should have the consumer’s
express informed consent to participate in any advance consent or
negative option marketing plan before the consumer is billed or
charged. For example, a pre-checked box without further action, such
as clicking a response button or sending back a response to confirm

1 individual consent is not sufficient. In telephone sales where the
2 consumer agrees to the offer in a way other than by credit or debit card
3 payment, the consumer consent must be written or audio recorded.

4 • Marketers should inform consumers in the initial offer of their right
5 to cancel their participation in the plan and any outstanding fees that
6 may be owed.

7 • Marketers should inform consumers in the initial offer of the length
8 of any trial period, including a statement that the consumer's account
9 will be charged after the trial period (including the date of the charge)
10 unless the consumer takes an affirmative step to cancel, providing the
11 consumer a reasonable time period to cancel, and the steps needed to
12 avoid charges.

13 **Material Terms & Conditions.** Regardless of channel, marketers
14 should clearly and conspicuously disclose all material terms and
15 conditions before obtaining the consumer's billing information,
16 including:

- 17 • A description of the goods or services being offered;
- 18 • The identity of the marketer and contact information for service or
19 cancellation;
- 20 • The interval between shipments or services to be provided;
- 21 • The price or the range of prices of the goods or services purchased by
22 the consumer, including whether there are any additional charges;
- 23 • Whether the consumer will be billed or automatically charged;
- 24 • When and how frequently the consumer will be billed or charged;
- 25 • Any terms with regards to a "free to keep" incentive as applicable;
- 26 • The fact that the consumer must take affirmative action to cancel in
27 order to avoid future billing or charges;
 - 28 • The specific and easy steps that consumers should follow to cancel
the plan and to stop recurring charges from being placed on the
consumer's account; and
 - The time period within which the consumer must cancel.

When applicable, the following terms and conditions should also be
clearly and conspicuously disclosed in the initial offer:

- That the current plan or renewal prices of the goods or services are
subject to change;
- The length of any free, trial or approval period in time or quantity;

- 1 • The length of membership period, and the length of subsequent
renewal or billing periods;
- 2 • The fact that goods or services will continue after the free period
3 unless the consumer cancels;
- 4 • Any minimum purchase obligations; and
- 5 • The terms and conditions of any refund policy.

6 In instances where the marketer uses pre-acquired account information
under a free-to-pay conversion plan, the marketer should:

- 7 • Obtain from the consumer the complete account number to be charged
8 within the appropriate data security protocols (such as PCI
9 compliance);
- 10 • Obtain affirmative consent from the consumer to charge such account;
and
- 11 • Provide channel specific proof (an email or hard copy confirmation,
or if via telephone, audio record the entire transaction).

12 In instances where the marketer uses pre-acquired account information
13 but does not engage in a free-to-pay conversion plan, the marketer
should:

- 14 • Identify with specificity the account that will be charged; and
- 15 • Obtain affirmative consent from the consumer to charge such account.

16 2. Providing the Goods & Services to the Consumer

- 17 • Marketers may provide products or services and bills concurrently;
18 however, consumers should not be obligated to pay bills prior to the
expiration of any trial period.
- 19 • Marketers should inform consumers in renewal reminders of their
20 right to cancel their participation in the plan, and any outstanding fees
owed.
- 21 • Marketers should provide renewal reminders at the frequency
22 specified in the initial offer.

23 3. Cancellation

- 24 • Marketers should promptly honor requests for refunds due upon
25 consumers' cancellation of the plan.
- 26 • Marketers should allow consumers a reasonable length of time
between receipt of renewal reminders and the renewal date, after which
27 consumers can cancel the plan.
- 28 • Marketers should honor the time period they provided for a

1 cancellation and should honor a cancellation after the expiration of the
2 trial period.

3 [...]

4 All marketing partners or service providers should comply with these
5 Guidelines.

6 [...]

7 **XIII. LAWS, CODES, AND REGULATIONS**

8 Marketers should operate in accordance with laws and regulations of
9 the United States Postal Service, the Federal Trade Commission, the
10 Federal Communications Commission, the Federal Reserve Board, and
11 other applicable federal, state, and local laws governing advertising,
12 marketing practices, and the transaction of business.

13 42. TomoCredit failed to meet many of the standards as outlined
14 throughout the Complaint.

15 43. The Federal Trade Commission (FTC) Act's Section 5 is the primary
16 federal statute that governs the use of ARL provisions. The FTC's guidance on
17 negative option features advises businesses to adhere to five fundamental principles
18 for compliance. *See Exhibit C, Negative Options – A Report by the staff of the FTC's*
19 *Division of Enforcement.* The five principles are as follows:

20 • **Principle One.** Marketers should disclose the material terms of the offer in
21 an understandable manner (*See Id.* at p. 36);

22 • **Principle Two.** Marketers should make the appearance of disclosures clear
23 and conspicuous (*See Id.* at p. 37);

24 • **Principle Three.** Marketers should disclose the offer's material terms before
25 consumers pay or incur a financial obligation (*See Id.* at p. 37-38);

26 • **Principle Four.** Marketers should obtain consumers' affirmative consent to
27 the offer (*See Id.* at p. 38); and

28 • **Principle Five.** Marketers should not impede the effective operation of
promised cancellation procedures (*See Id.*).

1
2 **PLAINTIFF’S EXPERIENCE**

3 44. Plaintiff William Geagley is a resident of Mountaindale, Sullivan
4 County, New York.

5 45. On or about October 2025, Plaintiff purchased and subscribed to
6 TomoBoost, a monthly credit-boosting product and/or service offered and operated
7 by Defendant TomoCredit, Inc.

8 46. Plaintiff purchased TomoBoost for the credit boosting service.

9 47. TomoBoost is marketed as a credit-building service that purports to
10 improve consumers’ credit scores by linking bank accounts and reporting recurring
11 household and utility bill payments to major credit reporting agencies.

12 48. At the time Plaintiff subscribed, TomoBoost was offered as a recurring
13 monthly subscription costing approximately \$20.00 per month, billed automatically
14 on a continuing basis unless cancelled.

15 49. Plaintiff enrolled in TomoBoost for the purpose of improving his
16 personal credit score and relied on Defendant’s representations that the service
17 would provide a meaningful credit-boosting benefit through routine use.

18 50. Plaintiff used the TomoBoost service for approximately one month.
19 During that time, Plaintiff did not observe any improvement, increase, or measurable
20 change in his credit score attributable to TomoBoost.

21 51. After determining that his credit score was not improving, Plaintiff
22 decided to cancel the TomoBoost subscription within the first billing cycle to avoid
23 further recurring charges.

24 52. Plaintiff attempted to cancel his TomoBoost subscription by
25 navigating to the cancellation page through Defendant’s website following the steps
26 presented to terminate the service.

1 53. Plaintiff's cancellation attempts were unsuccessful. The cancellation
2 link and/or cancellation page malfunctioned, failed to function as represented, and
3 did not confirm or effectuate cancellation of the subscription.

4 54. Plaintiff encountered repeated error messages and/or failures when
5 attempting to cancel and was unable to complete the cancellation process through
6 Defendant's online interface.

7 55. Plaintiff attempted to cancel his TomoBoost subscription on multiple
8 occasions over several days using the web and/or app interface, but each attempt
9 failed.

10 56. Defendant did not provide Plaintiff with a functional, timely, or
11 effective online cancellation mechanism capable of terminating the automatic
12 renewal subscription.

13 57. Because Plaintiff was unable to cancel through Defendant's online
14 system, Plaintiff was ultimately forced to take the extraordinary step of changing the
15 payment method linked to his account to an inactive payment card in order to prevent
16 further automatic withdrawals.

17 58. As a result of Defendant's obstructive and non-functional cancellation
18 process, Plaintiff was deprived of a simple, cost-effective, and timely means of
19 cancelling his automatic renewal subscription.

20 59. Plaintiff was charged for one month of TomoBoost service.

21 60. Had Plaintiff known prior to enrollment that the TomoBoost credit-
22 boosting service would not work as represented and would not provide a meaningful
23 or measurable improvement to his credit score, Plaintiff would not have subscribed
24 to TomoBoost or authorized recurring charges.

25 61. Had Plaintiff known prior to enrollment that Defendant's cancellation
26 process would be ineffective, obstructive, or non-functional, Plaintiff would not
27
28

1 have subscribed to TomoBoost or authorized recurring charges.

2 62. Defendant did not clearly and conspicuously disclose, prior to
3 Plaintiff's purchase, that cancellation would be difficult, delayed, or require
4 extraordinary steps to stop recurring charges.

5 63. Defendant failed to provide Plaintiff with a clear, prominent, and easy-
6 to-use online cancellation method as required for automatic renewal or continuous
7 service programs.

8 64. Defendant's cancellation process impeded Plaintiff's ability to
9 terminate the subscription after affirmatively attempting to cancel.

10 65. Defendant's automatic renewal and cancellation practices exposed
11 Plaintiff to the risk of continued unauthorized charges without his consent.

12 66. Plaintiff suffered financial injury, loss of time, and frustration as a
13 result of Defendant's practices.

14 67. Plaintiff reasonably relied on Defendant's representations and
15 omissions regarding the nature of the TomoBoost service and the ability to cancel.

16 68. Defendant's conduct formed part of a uniform course of conduct
17 applicable to consumers nationwide who subscribed to TomoBoost.

18 69. Plaintiff brings this action on behalf of himself and all others similarly
19 situated to obtain injunctive relief, restitution, and other appropriate relief to prevent
20 Defendant from continuing these practices.

21 **I. CLASS ACTION ALLEGATIONS**

22 70. Plaintiff brings this action individually and on behalf of all others
23 similarly situated.

24 71. The first proposed Class is defined as follows:

25 All individuals in the United States who paid TomoCredit for a
26 TomoBoost product and did not experience a credit boost
27 within 30 days (the "Credit Builder Class").

1 72. The second proposed Class is defined as:

2
3 All individuals in the United States who paid TomoCredit for a
4 TomoBoost product and had difficulty canceling. (the
“Cancellation Class”).

5 (Unless otherwise indicated, collectively referred to as the “Classes”).

6 73. Excluded from the Proposed Classes are TomoCredit, its subsidiaries
7 and affiliates, its officers, directors, the members of their immediate families, and
8 any entity in which TomoCredit has a controlling interest, to include the legal
9 representatives, heirs, successors, or assigns of any such excluded party. Also
10 excluded are the judicial officer(s) to whom this action is assigned, and the members
11 of their immediate families.

12 74. Plaintiff and the Proposed Classes’ respective claims all derive
13 directly from a single course of conduct by TomoCredit. It engaged in uniform and
14 standardized conduct—its advertising, marketing, sales, administration, and/or
15 cancellation acts and/or practices. This case concerns TomoCredit’s responsibility,
16 under law and in equity, for its knowledge and conduct in deceiving its customers.
17 This conduct did not meaningfully differentiate among individual members of the
18 Proposed Classes in its degree of care or candor, its actions or inactions, or in the
19 content of its representations and/or omissions. The objective facts on these subjects
20 are the same for all members of the Proposed Classes.

21 75. Plaintiff reserves the right to modify or amend the definitions of the
22 Proposed Classes before the Court determines whether certification is appropriate.

23 76. **Numerosity.** The members of the Proposed Classes are so numerous
24 that a joinder of all members is impracticable. While the exact number of Members
25 of the Classes is unknown to Plaintiff at this time, Plaintiff believes the Proposed
26 Classes number in the hundreds or thousands, if not more.

1 77. **Typicality.** Plaintiff’s claims are typical of the claims of the members of
2 the Proposed Classes because they sustained similar injuries to that of members of
3 the Proposed Classes as a result of TomoCredit’s uniform pattern of wrongful
4 conduct, and their legal claims all arise from the same events and wrongful conduct
5 by TomoCredit.

6 (a) **Adequacy of Representation.** Plaintiff is adequate representatives of
7 the Proposed Classes because Plaintiff suffered damages as a result of TomoCredit’s
8 material omission that that TomoBoost does not work or does not work as quickly
9 as advertised and/or marketed; that it would be difficult to cancel the TomoBoost
10 credit building product and/or service that is an automatic renewal program,
11 continuous service program, and/or a negative option program; that TomoCredit
12 fails to display a “prominently located” displayed direct link or button entitled “click
13 to cancel,” or words to that effect, with the presentation of the discounted offer, other
14 consumer benefit, or information; that TomoCredit obstructs and/or delays the
15 consumer from canceling or terminating the automatic renewal service, continuous
16 service, and/or negative option program despite the consumer utilizing a direct link
17 or button to cancel that has been displayed (albeit not prominently) at the same time
18 as a discounted offer, retention benefit; that TomoCredit would not allow Plaintiff
19 to cancel unless Plaintiff scheduled a call with TomoBoost first – despite having
20 clicked the difficult to find cancel button; that TomoCredit does not provide its
21 customers with the ability to cancel online. In addition:

22 (a) Plaintiff is committed to the vigorous prosecution of this action
23 individually and on behalf of all others similarly situated and have retained
24 competent counsel experienced in the prosecution of class actions and, in particular,
25 class actions on behalf of individuals and/or entities against companies that have
26 unlawfully assessed one or more fees or charges;

1 (b) There is no hostility of interest between Plaintiff and the
2 unnamed members of the Proposed Classes;

3 (c) Plaintiff anticipates no difficulty in the management of this
4 litigation as a class action; and

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

7 78. **Commonality.** Common questions of law and fact exist as to all
8 members of the Proposed Classes and predominate over any questions solely
9 affecting individual members of the Proposed Classes, including the following:

10 (a) Whether TomoCredit's conduct constitutes unfair, unlawful and/or
11 fraudulent practices;

12 (b) Whether TomoCredit was unjustly enriched as a result of its pattern of
13 wrongful conduct;

14 (c) Whether TomoCredit engaged in negligent misrepresentation;

15 (d) Whether TomoCredit's actions violate the applicable state consumer
16 protection statutes;

17 (e) *Expressly excluding any and all damages under California's Consumer*
18 *Legal Remedies Act ("CLRA") Cal. Civ. Code § 1750*, whether each Member of the
19 Classes is entitled to compensatory, statutory, treble, nominal, and/or punitive
20 damages as a result of Defendants' violations of law;

21 (f) Whether Plaintiff and other members of the Proposed Classes sustained
22 damages as a result of TomoCredit's pattern of wrongful conduct;

23 (g) Whether any or all applicable limitations periods are tolled by
24 TomoCredit's acts;

25 (h) Whether, and to what extent, equitable relief should be imposed on
26 TomoCredit to prevent it from continuing its pattern of wrongful conduct; and
27
28

1 (i) The extent of class-wide injury and the measure of damages for those
2 injuries.

3 79. **Ascertainability.** Members of the Proposed Classes can easily be
4 identified by an examination and analysis of the business records maintained by
5 TomoCredit, among other records within its possession, custody, or control.

6 80. **Predominance.** The common issues of law and fact identified above
7 predominate over any other questions affecting only individual members of the
8 Proposed Classes. The issues of the Proposed Classes fully predominate over any
9 individual issue because no inquiry into individual conduct is necessary; all that is
10 required is a narrow focus on TomoCredit’s pattern of wrongful conduct.

11 81. **Superiority.** A class action is superior to all other available methods for
12 the fair and efficient adjudication of this controversy since a joinder of all members
13 of the Proposed Classes is impracticable. Furthermore, as damages suffered by
14 members of the Proposed Classes may be relatively small, the expense and burden
15 of individual litigation make it impossible for them to individually redress the
16 wrongs done to them. Individualized litigation also presents a potential for
17 inconsistent or contradictory judgments, and increases the delay and expense
18 presented by the complex legal and factual issues of the case to all parties and the
19 court system. By contrast, the class action device presents far fewer management
20 difficulties and provides the benefits of a single adjudication, economy of scale, and
21 comprehensive supervision by a single court.

22 82. Accordingly, this class action is properly brought and should be
23 maintained as a class action because questions of law or fact common to members
24 of the Proposed Classes predominate over any questions affecting only individual
25 members, and because a class action is superior to other available methods for fairly
26 and efficiently adjudicating this controversy.

1 83. This class action is also properly brought and should be maintained as
2 a class action because Plaintiff seeks injunctive relief and declaratory relief on behalf
3 on grounds generally applicable to all members of the Proposed Classes.

4 84. Certification is appropriate because TomoCredit acted or refused to
5 act in a manner that applies generally to the Proposed Classes, making final
6 declaratory or injunctive relief appropriate.

7 85. **Injunctive and Declaratory Relief.** Class certification is also
8 appropriate under Rule 23(b)(2) and (c). TomoCredit, through TomoCredit's
9 uniform conduct, acted or refused to act on grounds generally applicable to the
10 proposed Classes as a whole, making injunctive and declaratory relief appropriate to
11 the proposed Classes as a whole. Injunctive relief is necessary and proper to compel
12 TomoCredit to cease its violations of the UCL alleged herein and to prevent Plaintiff
13 and Members of the proposed Classes from not being able to cancel the plan.

14 86. Likewise, particular issues under Rule 23(c)(4) are appropriate for
15 certification because such claims present only particular, common issues, the
16 resolution of which would advance the disposition of this matter and the parties'
17 interests therein.

18 **FIRST CAUSE OF ACTION**

19 **Violation of the California Automatic Renewal Law**

20 **(Bus. & Prof. Code, § 17600 et seq.)**

21 **(On Behalf of Plaintiff and the Proposed Classes)**

22 87. Plaintiff realleges and incorporates by reference each of the foregoing
23 allegations as if fully set forth herein.

24 88. Plaintiff is informed and believe and thereon allege that, during the
25 applicable statute of limitations period, TomoCredit has enrolled consumers,
26 including Plaintiff and proposed Members of the Classes, in an automatic renewal
27

1 program and have violated the ARL by, among other things, (a) failing to present
2 automatic renewal offer terms in a clear and conspicuous manner before a
3 subscription or purchasing agreement is fulfilled and in visual proximity, or in the
4 case of an offer conveyed by voice, in temporal proximity, to a request for consent
5 to the offer; (b) charging the consumer's credit card, debit card, or third-party
6 payment account for an automatic renewal without first obtaining the consumer's
7 affirmative consent to an agreement containing clear and conspicuous disclosure of
8 all automatic renewal offer terms; and (c) failing to provide an acknowledgment that
9 includes clear and conspicuous disclosure of all automatic renewal offer terms, the
10 cancellation policy, and information regarding how to cancel in a manner that is
11 capable
12 of being retained by the consumer and that provides a mechanism for cancellation
13 that is cost-effective, timely, and easy to use, all in violation of § 17602(a) and (b).

14 89. Plaintiff has suffered injury in fact and lost money as a result of
15 TomoCredit's violations of ARL.

16 90. Pursuant to Bus. & Prof. Code § 17535, Plaintiff and the proposed
17 members of the Classes are entitled to restitution of all amounts that TomoCredit
18 charged to Plaintiff's and Members of the Classes' credit cards, debit cards, or third-
19 party payment accounts in connection with an automatic renewal membership
20 program during the four years preceding the filing of this Complaint and continuing
21 until TomoCredit's statutory violations cease.

22 91. Violation of the ARL gives rise to restitution and injunctive relief under
23 the general remedies provision of the False Advertising Law, Bus. & Prof., Code §
24 17535. (Bus. & Prof. Code, § 17604(a).)

25 92. Unless enjoined and restrained by this Court, TomoCredit will
26 continue to commit the violations alleged herein. Pursuant to § 17535, on behalf of
27
28

1 themselves, the proposed members of the Classes, and for the benefit of the general
2 public of the State of California, Plaintiff seeks an injunction prohibiting
3 TomoCredit from continuing their unlawful practices as alleged herein.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

6 **(Business and Professions Code section 17200, et seq.)**

7 **(On Behalf of Plaintiff and the Proposed Class)**

8 93. Plaintiff realleges and incorporates by reference each of the foregoing
9 allegations as if fully set forth herein.

10 94. Business and Professions Code section 17200 provides:

11 “As used in this chapter, unfair competition shall mean and
12 include any unlawful, unfair or fraudulent business act or
13 practice and unfair, deceptive, untrue or misleading advertising
14 and any act prohibited by Chapter 1 (commencing with Section
15 17500) of Part 3 of Division 7 of the Business and Professions
16 Code.”

17 Cal. Bus. & Prof. Code § 17200.

18 95. Pursuant to the unfairness prong of the UCL, TomoCredit has a duty
19 not to engage in “any unlawful, unfair or fraudulent business act or practice and
20 unfair, deceptive, untrue or misleading advertising”.

21 96. TomoCredit willfully and knowingly engaged in unlawful, unfair or
22 fraudulent business acts or practices and unfair, deceptive, untrue or misleading
23 advertising by: (a) engaging in acts or practices that are unethical; (b) violating
24 established public policy as recognized by the FTC and the Direct Marketing
25 Association; (c) causing harm that outweighs these practices’ utility.

26 97. TomoCredit’s business practices violate the “unfair” prong of
27 California Business & Professions Code §§ 17200, *et seq.*

28 98. TomoCredit’s business practices are unfair business practice under the

1 UCL because they either offend[] an established public policy or [are]immoral,
2 unethical, oppressive, unscrupulous or substantially injurious to consumers.

3 99. TomoCredit’s business practices also violate the “unfair” prong of the
4 UCL because it: (5) representing that goods or services have sponsorship, approval,
5 characteristics, ingredients, uses, benefits, or quantities that they do not have; (7)
6 Representing that goods or services are of a particular standard, quality, or grade,
7 [...] if they are of another; (9) advertising goods and services with the intent not to
8 sell them as advertised; (14) representing that a transaction confers or involves
9 rights, remedies, or obligations that it does not have or involve, or that are prohibited
10 by law; (19) inserting an unconscionable provision in the contract; and/or Engaging
11 in other acts and/or practices in violation of the CLRA that discovery will uncover.

12 100. Additionally, TomoCredit’s further violates the “unfair” and/or have
13 violated the “unlawful” prong of the UCL by engaging in one or more of the
14 following practices:

- 15 (a) Violating regulations promulgated by the FTC;
- 16 (b) Negligence Per Se;
- 17 (c) Negligence;
- 18 (d) Fraud;
- 19 (e) Fraud by Omission;
- 20 (f) Unjust Enrichment;
- 21 (g) violation of California and New York law, and/or other statutes and/or
22 common law;
- 23 (h) a violation of other common law claims.
- 24 (i) Violations of the applicable state Consumer Protection Act;
- 25 (j) Violations of the UCL;
- 26 (k) Violations of CLRA;

1 (l) Violations of the FAL;

2 (m) Violations of the ARL;

3 (n) Knowingly and intentionally concealing from Plaintiff and the
4 proposed Classes' material information;

5 (o) Engaging in conduct in which the gravity of the harm to the Plaintiff
6 and the proposed Classes outweighs the utility of the TomoCredit's conduct; and/or

7 (p) Engaging in acts and/or practices and/or omissions that are immoral,
8 unethical, oppressive, or unscrupulous and causes injury to consumers which
9 outweigh its benefits.

10 101. Each and every separate act constitutes an unlawful and/or unfair
11 business practice. Each day that TomoCredit engaged in each separate unlawful act,
12 omission, or practice is a separate and distinct violation of Business and Professions
13 Code 17200.

14 102. In addition, TomoCredit's practices violate the "fraudulent" prong of
15 the UCL because TomoCredit's conduct was: (a) intended to cause injury to the
16 Plaintiff; (b) carried on with a high degree of despicable and conscious disregard of
17 the Plaintiff's rights; (c) a clear attempt to use the Plaintiff's need for a boost in
18 credit to hook them into an autorenewal subscription and/or negative option program
19 that they cannot get out of; and (d) wrongfully committed by design in order to
20 increase TomoCredit's own profit, while at the same time taking Plaintiff and the
21 proposed class's money.

22 103. Plaintiff has standing to pursue this cause of action as Plaintiff has
23 suffered injury in fact and has lost money or property as a result of TomoCredits'
24 actions as delineated herein.

25 104. As a direct and proximate result of TomoCredits' unfair, unlawful,
26 unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or in bad
27

1 faith business practices, Plaintiff and the proposed Classes have suffered injury in
2 fact and lost money or property.

3 105. In addition, TomoCredit's conduct violates the California Automatic
4 Renewal Law (Bus. & Prof. Code, § 17600 *et seq.* (ARL) and under the unlawful
5 prong of the UCL a violation of another law is treated as unfair competition and is
6 independently actionable.

7 106. TomoCredit imposed charges without complying with all applicable
8 requirements of the ARL including without limitation the lack of clear and
9 conspicuous disclosure of certain terms and conditions and affirmative consent by
10 the Plaintiff and the proposed Classes or other provisions of the ARL.

11 107. TomoCredit's acts, omissions, nondisclosures, misleading statements
12 as alleged herein were and are false, misleading, and/or are likely to deceive the
13 general public and thus constitute fraudulent business practices in violation of the
14 UCL. These acts, omissions, nondisclosures, and misleading statements were
15 contrary to the provisions of the False Advertising Law, Bus. & Prof. Code, § 17500
16 and constitute violations of the UCL

17 108. The basis for Plaintiff's respective claims emanated from California as
18 one or more decisions regarding TomoCredit's policies and practices occurred at its
19 California headquarters.

20 109. As demonstrated by its acts herein, TomoCredit had and has no
21 intention of honoring its conspicuous promises. As such, TomoCredit has violated
22 Business and Professions Code sections 17200, *et seq.*, and has engaged in unfair,
23 unlawful, unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or
24 in bad faith business act or practice and/or unfair, deceptive, untrue, or misleading
25 advertising.

26 110. Plaintiff and members of the proposed Classes paid for what
27
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1 TomoCredit represented was a credit boosting service and/or product that boosts
2 your credit 105 points. Defendant failed to disclose that it would be difficult to
3 cancel.

4 111. Further, the Plaintiff was and is a party aggrieved and who has suffered
5 injury as a result of TomoCredit's unfair, deceptive, untrue, and/or misleading
6 advertising. Plaintiff has sustained damages as alleged herein.

7 112. Pursuant to *Kraus v. Trinity Mgr. Services, Inc.* (2000) 23 Cal.4th 116,
8 138, restitution of Plaintiff's automatic renewal and/or negative option fees are
9 compelled.

10 113. Further, Plaintiff is not required to exhaust all other remedies prior to
11 pursuing the remedies afforded by Business and Professions Code section 17200.
12 Pursuant to Business and Professions Code section 17205, these statutory remedies
13 are cumulative to all other laws of this state.

14 114. Plaintiff is informed and believe and, on that basis, alleges that the
15 unfair, unlawful, unethical, deceptive, fraudulent, unreasonable, otherwise
16 wrongful, and/or in bad faith practices alleged above are continuing in nature and
17 are widespread practices engaged in by TomoCredit.

18 115. The conduct of TomoCredit, as set forth above, constituted unfair,
19 unlawful, unethical, deceptive, fraudulent, unreasonable, otherwise wrongful, and/or
20 in bad faith business practices as defined by the above-referenced statutes.

21 116. Plaintiff prosecutes this action on Plaintiff's own respective behalf, on
22 behalf of the general public, and on behalf of others similarly situated.

23 117. Plaintiff is entitled to an injunction preventing TomoCredit from
24 engaging in the widespread conduct alleged herein, to restitution, and for an award
25 of attorney's fees upon prevailing in this request for relief.

26 **THIRD CAUSE OF ACTION**

1 an automatic renewal or continuous service without first obtaining the consumer's
2 affirmative consent to an agreement containing clear and conspicuous disclosures
3 of the automatic renewal offer terms or continue service offer terms; and (c) failed
4 to provide an acknowledgment that includes the required clear and conspicuous
5 disclosure of automatic renewal or continuous service offer terms, cancellation
6 policy, information regarding how to cancel, and a toll-free telephone number,
7 electronic mail address, postal address or other mechanism for cancellation.

8 122. Additionally, TomoCredit (a) misrepresented and/or omitted material
9 facts in selling any good or service with a negative-option feature; (b) failed to
10 disclose material facts prior to obtaining consumer's billing information and
11 charging customers; (c) failed to obtain unambiguous affirmative consent to the
12 negative option feature prior to charging Plaintiff and the proposed Classes for it;
13 and (d) failed to provide Plaintiff and the proposed Classes with simple cancellation
14 mechanisms to immediately halt all recurring charges.

15 123. At the time TomoCredit made the material misrepresentations and/or
16 omissions, TomoCredit knew or should have known that the misrepresentations
17 were false, or TomoCredit made the misrepresentations without knowledge of their
18 truth or veracity.

19 124. Plaintiff and the proposed Classes reasonably, justifiably, and
20 detrimentally relied on the misrepresentations and, as a proximate result thereof,
21 suffered damages and could suffer additional damages in the future.

22 **FOURTH CAUSE OF ACTION**

23 **UNJUST ENRICHMENT**

24 **(On Behalf of Plaintiff and the Proposed Class)**

25 125. Plaintiff realleges and incorporates by reference each of the foregoing
26 allegations as if fully set forth herein.
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1 126. Plaintiff, individually and on behalf of the proposed Classes, assert a
2 common law claim for unjust enrichment.

3 127. By means of its pattern of wrongful conduct, TomoCredit knowingly
4 assessed fees upon Plaintiff and the proposed Classes that are unfair,
5 unconscionable, and oppressive.

6 128. TomoCredit knowingly received and retained wrongful benefits and
7 funds from Plaintiff and the proposed Class. In so doing, TomoCredit acted with
8 conscious disregard for the rights of Plaintiff and the proposed Class.

9 129. As a result of TomoCredit's wrongful conduct as alleged herein,
10 TomoCredit has been unjustly enriched at the expense of, and to the detriment of,
11 Plaintiff and the proposed Class.

12 130. TomoCredit's unjust enrichment is traceable to, and resulted directly
13 and proximately from, the conduct alleged herein.

14 131. Under the common law doctrine of unjust enrichment, it is inequitable
15 for TomoCredit to retain the benefits it received, and/or is still receiving, without
16 justification from the imposition of the automatic renewal fees from members of the
17 Classes who attempted to cancel.

18 132. Under the common law doctrine of unjust enrichment, it is inequitable
19 for TomoCredit to retain the benefits it received, and/or is still receiving, without
20 justification from the imposition of fees for a product that does not work or does not
21 work as quickly as advertised.

22 133. The financial benefits derived by TomoCredit rightfully belong to
23 Plaintiff and the Proposed Class. TomoCredit should be compelled to disgorge to a
24 common fund for the benefit of Plaintiff and the proposed Classes all wrongful or
25 inequitable proceeds collected by TomoCredit. A constructive trust should be
26 imposed upon all wrongful or inequitable sums received by TomoCredit traceable
27

1 to Plaintiff and the proposed Class.

2 134. Plaintiff and the proposed Classes have no adequate remedy at law.

3 135. Plaintiff and the proposed Classes seek disgorgement of all proceeds,
4 profits, benefits, and/or other compensation obtained by TomoCredit from their
5 improper and unlawful charges, as well as all other appropriate relief permitted by
6 law of unjust enrichment, including reasonable attorneys' fees and costs of suit.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES**

9 **ACT (CAL. CIV. CODE § 1750, *ET SEQ.*)**

10 **(On Behalf of Plaintiff and the Proposed Class)**

11 136. Plaintiff realleges and incorporates by reference each of the foregoing
12 allegations as if fully set forth herein.

13 137. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ.
14 Code § 1750, *et seq.*, proscribes "unfair methods of competition and unfair or
15 deceptive acts or practices undertaken by any person in a transaction intended to
16 result or which results in the sale or lease of goods or services to any consumer."

17 138. TomoCredit's credit building service and/or product pertains to
18 "goods" or "services" within the meaning of Civil Code § 1761(a) and (b).

19 139. Plaintiff and the proposed Members of the Classes are "consumers"
20 within the meaning of Civil Code § 1761(d) in that Plaintiff sought or acquired
21 TomoCredit's goods and/or services for personal, family, or household purposes by
22 purchase or lease.

23 140. Plaintiff, the other proposed members of the Classes, and TomoCredit
24 are "persons" as defined in Cal. Civ. Code § 1761(c).

25 141. The payments by Plaintiff and proposed Classes are "transactions"
26 within the meaning of Civil Code § 1761(e).

1 142. TomoCredit has violated Civil Code § 1770, subdivisions (a) by:

- 2 • (5) representing that goods or services have sponsorship, approval,
3 characteristics, ingredients, uses, benefits, or quantities that they do not have;
- 4 • (7) Representing that goods or services are of a particular standard, quality,
5 or grade, [...] if they are of another.
- 6 • (9) advertising goods and services with the intent not to sell them as
7 advertised;
- 8 • (14) representing that a transaction confers or involves rights, remedies, or
9 obligations that it does not have or involve, or that are prohibited by law;
- 10 • (19) inserting an unconscionable provision in the contract;
- 11 • Engaging in other acts and/or practices in violation of the CLRA that
12 discovery will uncover.

13 143. TomoCredit intentionally and knowingly misrepresented and/or
14 omitted material facts regarding the credit building product and/or service with an
15 intent to mislead Plaintiff and proposed members of the Classes.

16 144. TomoCredit's actions as described herein were done with conscious
17 disregard of Plaintiff's rights and TomoCredit was wanton and malicious in
18 TomoCredit's concealment of the same.

19 145. In purchasing the credit building service or goods, Plaintiff and other
20 proposed members of the Classes were deceived by TomoCredit's failure to
21 meaningfully, adequately, and/or conspicuously disclose the inability to easily
22 cancel and/or the inability to cancel online without scheduling a telephone call.

23 146. In purchasing the credit building service or goods, Plaintiff and other
24 proposed members of the Classes were deceived by TomoCredit's failure to
25 meaningfully, adequately, and/or conspicuously disclose that the credit boosting
26 product and/or service does not boost credit in an instant.

1 147. Plaintiff and other proposed members of the Classes had no way of (a)
2 knowing TomoCredit's representations were false, misleading, and/or incomplete
3 and/or (b) knowing the true nature of the credit building service product.

4 148. As alleged herein, TomoCredit's material omissions and/or deception
5 is likely to – and does – lead to confusion.

6 149. Plaintiff and other proposed members of the Classes did not, and could
7 not, unravel TomoCredit's unfairness and/or deception on their own.

8 150. TomoCredit knew or should have known their conduct violated the
9 CLRA.

10 151. TomoCredit owed Plaintiff and the proposed members of the Classes a
11 duty to disclose the truth about the credit building service and/or product
12 TomoCredit: (a) Possessed exclusive knowledge of the details of the credit building
13 service and/or product; (b) Intentionally failed to conspicuously disclose and/or
14 otherwise meaningfully concealed the foregoing from Plaintiff and the proposed
15 members of the Classes; and/or (c) Made incomplete representations in
16 advertisements and on its website, (i) failing to warn the public of the inability to
17 easily cancel and/or the inability to cancel the credit boosting product and/or service
18 online without scheduling a telephone call; (ii) failing to warn that the credit
19 boosting product and/or service does not actually boost credit as quickly as
20 promised.

21 152. TomoCredit had a duty to disclose that the credit building service
22 and/or product did not work as quickly as represented and/or was difficult to cancel,
23 and Plaintiff had to take an affirmative step to stop TomoCredit from continuing to
24 charge Plaintiff.

25 153. Plaintiff and the other proposed members of the Classes relied on
26 TomoCredit's material misrepresentations and/or omissions regarding the inability
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1 to easily cancel and/or the inability to cancel the credit boosting product and/or
2 service online without scheduling a telephone call; (ii) the fact that the credit
3 boosting product and/or service does not actually instantly boost credit or even
4 during the 30 days that follow.

5 154. Specifically, the material misrepresentation and/or omission was a
6 substantial factor in Plaintiff and the proposed Classes' respective decision to enroll
7 and/or subscribe into the service and/or program.

8 155. Plaintiff and the proposed Classes were harmed.

9 156. Plaintiff's and the proposed Class' harm resulted from TomoCredit's
10 conducted described above.

11 157. Plaintiff and the other proposed members of the Classes were injured
12 and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate
13 result of TomoCredit's conduct in that Plaintiff and the other proposed members of
14 the Classes incurred charges for a product despite having attempted to cancel.

15 158. TomoCredit's violations can cause continuing injuries to Plaintiff and
16 other proposed members of the Classes as Plaintiff and the proposed Members of
17 the Classes could be tricked into purchasing TomoCredit's credit building service
18 and/or product again because TomoCredit uses different websites with different
19 monikers that in the fine print disclose in a non-conspicuous way at the very bottom
20 of the website that the website is powered by TomoCredit.

21 159. TomoCredit's unlawful acts and practices complained of herein affect
22 the public interest.

23 160. TomoCredit knew of the confusing nature of its marketing materials for
24 its credit building service and/or product.

25 161. The facts concealed and/or omitted by TomoCredit from Plaintiff and
26 other proposed members of the Classes and/or not meaningfully and/or
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1 conspicuously disclosed are material in that a reasonable consumer would have
2 considered them to be important in deciding whether to enroll into the credit building
3 service and/or product.

4 162. Had Plaintiff and the other proposed members of the Classes known
5 about the unfair nature of the negative option fee credit building service and/or
6 product, they would not have purchased the credit building service and/or product
7 and/or would have canceled if they could have.

8 163. TomoCredit's unfair and/or unlawful acts, practices, representations,
9 omissions, and/or courses of conduct, as described herein, were undertaken by
10 TomoCredit in a transaction intended to result in, and which did result in, the sale or
11 lease of goods or services to consumers.

12 164. Pursuant to § 1780(d) of the CLRA, attached hereto as **Exhibit A** is an
13 Venue Affidavit showing that this action has been commenced in the proper forum.

14 165. Plaintiff's and the other proposed members' of the Classes injuries were
15 proximately caused by TomoCredit's unlawful and deceptive business practices.

16 166. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff seeks an order enjoining
17 TomoCredit from engaging in the methods, acts, or practices alleged herein,
18 including further concealment of material facts related to the ineffectiveness of
19 TomoBoost and/or the inability to easily cancel as describe above.

20 167. Pursuant to Cal. Civ. Code § 1782(a)(2), Plaintiff demands judgment
21 against TomoCredit under the CLRA for injunctive and equitable relief to enjoin the
22 practices described herein.

23 168. Plaintiff sent a CLRA notice letter to TomoCredit via certified mail,
24 return receipt requested regarding TomoCredit's violations of the CLRA on January
25 15, 2026. *See, Exhibit C*, CLRA Letter with Proof of Mailing Certified Mail, Return
26 Receipt Requested.

1 169. Pursuant to Cal. Civ. Code § 1782, if TomoCredit does not rectify its
2 conduct within 30 days of the date of receipt of the letter, Plaintiff intends to amend
3 this Complaint to add claims under the Cal. Civ. Code for actual damages.

4 170. Under the CLRA, a plaintiff may, without prior notification file
5 complaint alleging violations of the CLRA that seeks injunctive relief only. Then, if
6 the TomoCredit does not remedy the CLRA violations within 30 days of notification,
7 the plaintiff may amend her or his CLRA causes of action without leave of court to
8 add claims for damages. Plaintiff, individually and on behalf of the proposed class,
9 intends to amend this complaint to add damages claims if TomoCredit does not
10 remedy their respective violations as to Plaintiff and the proposed Members of the
11 Classes within the statutory period.

12 171. Plaintiff has no adequate remedy at law for the future unlawful acts,
13 methods, and/or practices as set forth above.

14 172. In sending the letter and bringing this action, Plaintiff has engaged the
15 services of attorneys and has incurred reasonable legal fees and expenses in an
16 amount to be proved at trial.

17 173. Plaintiff is thus entitled to recover Plaintiff's attorneys' fees, costs, and
18 expenses.

19 174. TomoCredit's practices, acts, and/or courses of conduct in connection
20 with the sale of its credit building service and/or product, as described above, are
21 likely to mislead a reasonable consumer acting reasonably under the circumstances
22 to his or her detriment. As a result of TomoCredit's acts and practices as alleged in
23 this Complaint, Plaintiff is entitled to injunctive relief prohibiting TomoCredit from
24 continuing in the future the unlawful, unfair, and/or fraudulent practice as described
25 herein.

26 175. Plaintiff reasonably believed and/or depended on the material false
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1 and/or misleading information provided by, and/or omitted by, TomoCredit with
2 respect to TomoCredit’s unfair acts and deceptive practices.

3 176. By reason of the foregoing, TomoCredit’s unlawful methods, acts, or
4 practices as described herein have caused damage to Plaintiff, entitling Plaintiff to
5 damages and injunctive relief; Attorneys’ fees and costs; and other relief that this
6 Court deems proper.

7 177. Plaintiff reserves the right to amend this Complaint and to assert a claim
8 for damages pursuant to Civil Code §1782.

9 178. Unless enjoined and restrained by this Court, TomoCredit will continue
10 to commit the violations alleged herein. Pursuant to Civil Code § 1780(a)(2), on
11 behalf of the Classes and general public, Plaintiff seeks an injunction prohibiting
12 TomoCredit from continuing their unlawful practices as alleged herein.

13 179. Plaintiff faces a real and immediate threat of repeated harm because he
14 cannot rely on Defendant’s representations in the future.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against TomoCredit as follows:

17 (a) Certifying the proposed Classes defined above, appointing the Plaintiff
18 as a Class representative of the Classes, and designating undersigned attorneys as
19 Counsel for the Classes;

20 (b) Finding that TomoCredit committed the violations of laws alleged
21 herein;

22 (c) Determining that TomoCredit was unjustly enriched as a result of its
23 pattern of wrongful conduct;

24 (d) *Expressly excluding any and all damages under California’s*
25 *Consumer Legal Remedies Act (“CLRA”) Cal. Civ. Code § 1750*, providing to
26 each Member of the Classes compensatory, statutory, treble, nominal, and/or
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1 punitive damages owed to them as a result of Defendants’ violations of law;

2 (e) Granting all appropriate relief including injunctive relief on behalf of
3 Plaintiff and the Classes under the applicable state laws;

4 (f) Awarding interest, costs, reasonable attorneys’ fees, costs, and/or
5 expenses; and

6 (g) Granting all such other relief as the Court deems appropriate.

7 **DEMAND FOR TRIAL BY JURY**

8 Plaintiff demands a trial by jury of any and all issues in this action so triable
9 as of right.

10 Respectfully Submitted,

11 DATED: January 15, 2026 By: /s/ Francis J. “Casey” Flynn, Jr.

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26 THE PROPOSED CLASSES**