

Juyoun Han (*pro hac vice*)
Eric Baum (seeking application for *pro hac vice*)
EISENBERG & BAUM, LLP
24 Union Square East, PH
New York, NY 10003
Tel: (212) 353-8700
Fax: (212) 353-1708

John K. Buche (SBN 239477) (Local Counsel)
Byron Ma (SBN 299706) (Local Counsel)
THE BUCHE LAW FIRM, P.C.
901 S MoPac Expy, Bldg. 1, Ste. 300
Austin, TX 78746
Tel: (512) 215-4997
jbuche@buchelaw.com
bma@buchelaw.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THE LATINO MEDICAL STUDENT
ASSOCIATION-NORTHEAST, et al.

*On behalf of themselves and all others
similarly situated,*

Plaintiff,

v.

FLIPCAUSE, INC., EMERSON
VALIAO, and SEAN WHEELER,

Defendants.

Civil Action No.: 25-cv-09047

**FIRST AMENDED COMPLAINT
[PUTATIVE CLASS ACTION]**

DEMAND FOR JURY TRIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

INTRODUCTION.....	1
PARTIES.....	2
JURISDICTION AND VENUE	6
FACTUAL ALLEGATIONS	6
CLASS ACTION ALLEGATIONS	19
FIRST CAUSE OF ACTION: CONVERSION	22
SECOND CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION	24
THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION	25
FOURTH CAUSE OF ACTION : BREACH OF CONTRACT	26
FIFTH CAUSE OF ACTION : UNJUST ENRICHMENT.....	27
SIXTH CAUSE OF ACTION : INJUNCTIVE RELIEF	28
SEVENTH CAUSE OF ACTION: NEW YORK GENERAL BUSINESS LAW § 349 ..	29
EIGHTH CAUSE OF ACTION: NEW YORK GENERAL BUSINESS LAW § 350.....	31
NINTH CAUSE OF ACTION : CALIFORNIA BUSINESS AND PROFESSIONAL CODE §§17200 & 17500.....	32
TENTH CAUSE OF ACTION : COLORADO CONSUMER PROTECTION ACT, <i>COLO. REV. STAT. §§ 6-1-101, ET SEQ.</i>	33
ELEVENTH CAUSE OF ACTION : MINNESOTA UNIFORM DECEPTIVE TRADE PRACTICES ACT. <i>Minn. Stat. §§ 325D.43, et seq.</i>	34
TWELFTH CAUSE OF ACTION : PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, 73 Pa. Cons. Stat. §§ 201-2 & 201-3, et seq.	36
THIRTEENTH CAUSE OF ACTION : OREGON UNLAWFUL TRADE PRACTICES ACT, <i>Or. Rev. Stat. §§ 646.608, et seq.</i>	37
FOURTEENTH CAUSE OF ACTION : ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS §§ 505, et seq.).....	39
FIFTEENTH CAUSE OF ACTION: MISSOURI MERCHANDISE PRACTICES ACT, <i>Mo. Rev. Stat. §§ 407.010, et seq.</i>	40
SIXTEENTH CAUSE OF ACTION: Connecticut Unfair Trade Practices Act, C.G.S.A. § 42-110g	42

1	SEVENTEENTH CAUSE OF ACTION: TENNESSEE CONSUMER PROTECTION	
2	ACT (T. C. A. § 47-18-101, et seq.).....	44
3	EIGHTEENTH CAUSE OF ACTION: WASHINGTON CONSUMER PROTECTION	
4	ACT (WASH. REV. CODE ANN. § 19.86.010, <i>ET SEQ.</i>)	45
5	NINETEENTH CAUSE OF ACTION: NORTH CAROLINA UNFAIR TRADE	
6	PRACTICES ACT, N.C. Gen. Stat. Ann. §§ 75-1.1, et seq.....	47
7	TWENTIETH CAUSE OF ACTION: FLORIDA DECEPTIVE AND UNFAIR TRADE	
8	PRACTICES ACT, <i>Fla. Stat. §§ 501.201, et seq.</i>	48
9	TWENTY-FIRST CAUSE OF ACTION: ARIZONA CONSUMER FRAUD ACT,	
10	A.R.S. §§ 44-1521, et seq.	49
11	TWENTY-SECOND CAUSE OF ACTION: IOWA PRIVATE RIGHT OF ACTION	
12	FOR CONSUMER FRAUDS ACT, Iowa Code § 714H	51
13	PRAYER FOR RELIEF.....	52
14	DEMAND FOR JURY TRIAL	54
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

INTRODUCTION

1. This action arises from a nationwide scheme by fundraising platform Flip Cause, Inc. and its executives (“Flipcause”) to defraud and systematically deprive non-profit organizations of the very funds they raised for their charitable missions. Flipcause holds itself out as a “one-stop platform” for non-profits (“Account Holders”), promising immediate access to donated funds and transfers within 1-5 business days. In reality, Flipcause created a financial nightmare for the thousands of charities that entrusted it with their donations.

2. Plaintiff The Latino Medical Student Association-Northeast (“LMSA-NE”), a 501(c)(3) non-profit dedicated to supporting Latino medical students, is one such victim. As of the filing of this complaint, Flipcause is unlawfully withholding over \$75,000 in funds belonging to LMSA-NE, providing only evasive and canned responses to LMSA-NE’s repeated demands for its own funds. This has materially harmed LMSA-NE’s mission, forcing it to drain its savings and jeopardizing its ability to host medical conferences for thousands of students.

3. Additional Plaintiffs join this Complaint: Athens Area Diaper Bank; Black Girls Smile Inc.; Canine Lymphoma Education Awareness and Research; the Chicago Coalition for Family Building; East Grand Community Services; Friends of Manual High School Inc.; Kittyland Cat & Kitten Rescue; MS President US, Inc.; Recycling Association of Minnesota; SOFESA; Soldiers and Families Embraced; Team Sunshine Performance; United States Submarine Veterans’ Charitable Foundation; Cuttyhunk Yacht Club; Keeping Our Promise Inc.; Garden of Peace; the Washington State Crime Prevention Association; The Hunger Coalition of Transylvania County; Sahiyo U.S. Inc.; Angels for Change, Inc; Tucson Pops Orchestra; Ukraine Orphan Outreach; Meals for Good, Inc.; National Association of State Trust Lands; West Liberty Youth Dream Catchers Inc.; Trees For The Triangle; the American Criminal Justice Organization; and the Torch Foundation.

1 10. At all relevant times, Plaintiff Canine Lymphoma Education Awareness and
2 Research has a principal place of business in California. This Plaintiff seeks to represent
3 itself and the California Subclass.

4 11. At all relevant times, Plaintiff Chicago Coalition for Family Building has a
5 principal place of business in Illinois. This Plaintiff seeks to represent itself and the Illinois
6 Subclass.

7 12. At all relevant times, Plaintiff East Grand Community Services has a principal
8 place of business in Missouri. This Plaintiff seeks to represent itself and the Missouri
9 Subclass.

10 13. At all relevant times, Plaintiff Friends of Manual High School Inc. has a
11 principal place of business in Colorado. This Plaintiff seeks to represent itself and the
12 Colorado Subclass.

13 14. At all relevant times, Plaintiff Kittyland Cat & Kitten Rescue has a principal
14 place of business in California. This Plaintiff seeks to represent itself and the California
15 Subclass.

16 15. At all relevant times, Plaintiff MS President US, Inc. has a principal place of
17 business in Connecticut. This Plaintiff seeks to represent itself and the Connecticut
18 Subclass.

19 16. At all relevant times, Plaintiff Recycling Association of Minnesota has a
20 principal place of business in Minnesota. This Plaintiff seeks to represent itself and the
21 Minnesota Subclass.

22 17. At all relevant times, Plaintiff SOFESA has a principal place of business in
23 California. This Plaintiff seeks to represent itself and the California Subclass.

24 18. At all relevant times, Plaintiff Soldiers and Families Embraced is a 501(c)(3)
25 non-profit and has a principal place of business in Tennessee. This Plaintiff seeks to
26 represent itself and the Tennessee Subclass.

1 19. At all relevant times, Plaintiff Team Sunshine Performance has a principal
2 place of business in Pennsylvania. This Plaintiff seeks to represent itself and the
3 Pennsylvania Subclass.

4 20. At all relevant times, Plaintiff United States Submarine Veterans' Charitable
5 Foundation is headquartered in Connecticut. This Plaintiff seeks to represent itself and the
6 Connecticut Subclass.

7 21. At all relevant times, Plaintiff Cuttyhunk Yacht Club has a principal place of
8 business in Massachusetts.

9 22. At all relevant times, Plaintiff Keeping Our Promise Inc. has a principal place
10 of business in New York. This Plaintiff seeks to represent itself and the New York
11 Subclass.

12 23. At all relevant times, Plaintiff Garden of Peace, Inc. has a principal place of
13 business in Oregon. This Plaintiff seeks to represent itself and the Oregon Subclass.

14 24. At all relevant times, Plaintiff Washington State Crime Prevention
15 Association has a principal place of business in Washington. This Plaintiff seeks to
16 represent itself and the Washington Subclass.

17 25. At all relevant times, Plaintiff the Hunger Coalition of Transylvania County
18 has a principal place of business in North Carolina. This Plaintiff seeks to represent itself
19 and the North Carolina Subclass.

20 26. At all relevant times, Plaintiff Sahiyo U.S. Inc. (previously operating under
21 fiscal sponsor) currently has a principal place of business in Massachusetts.

22 27. At all relevant times, Plaintiff Angels for Change, Inc. has a principal place
23 of business in Florida. This Plaintiff seeks to represent itself and the Florida Subclass.

24 28. At all relevant times, Plaintiff Tucson Pops Orchestra has a principal place of
25 business in Arizona. This Plaintiff seeks to represent itself and the Arizona Subclass.

26 29. At all relevant times, Plaintiff Ukraine Orphan Outreach has a principal place
27
28

1 of business in Colorado. This Plaintiff seeks to represent itself and the Colorado Subclass.

2 30. At all relevant times, Plaintiff Meals for Good, Inc. has a principal place of
3 business in New York. This Plaintiff seeks to represent itself and the New York Subclass.

4 31. At all relevant times, Plaintiff National Association of State Trust Lands has
5 a principal place of business in Arizona. This Plaintiff seeks to represent itself and the
6 Arizona Subclass.

7 32. At all relevant times, Plaintiff West Liberty Youth Dream Catchers has a
8 principal place of business in Iowa. This Plaintiff seeks to represent itself and the Iowa
9 Subclass.

10 33. At all relevant times, Plaintiff Trees for the Triangle has a principal place of
11 business in North Carolina. This Plaintiff seeks to represent itself and the North Carolina
12 Subclass.

13 34. At all relevant times, Plaintiff American Criminal Justice Organization has a
14 principal place of business in Texas.

15 35. At all relevant times, Plaintiff Torch Foundation has a principal place of
16 business in California. This Plaintiff seeks to represent itself and the California Subclass.

17 36. Defendant Flipcause, Inc. (“Flipcause”) is a for-profit Delaware Corporation
18 with its principal place of business in Oakland, California, doing business in California as
19 Flipcause, Inc.

20 37. Defendant Emerson Valiao was the founding CEO of Flipcause from and
21 during relevant times of the events that occurred in this lawsuit.

22 38. Defendant Sean Wheeler is the CEO of Flipcause.

23 39. Plaintiff further alleges that each and all of the Defendants (Valiao, Wheeler,
24 and Flipcause, collectively, “Defendants” hereinafter) are directly liable and/or vicariously,
25 jointly and severally liable for the violations of consumer protection laws, breach of
26 contract, and violation of tort law claims alleged herein.
27

40. Upon information and belief, Defendants' conduct directly affects thousands of Flipcause's Account Holders to whom each Defendant owes a legal duty and to whom each Defendant is directly responsible for damages and the injuries caused.

JURISDICTION AND VENUE

41. This Court has diversity jurisdiction over this class action pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive of interest and costs, exceeds \$5,000,000 and is a class action in which some members of the class are citizens of states different from the states where Defendants are citizens.

42. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because many of the acts and transactions giving rise to this action occurred in this District as Defendants are: (a) authorized to conduct business in this District and has intentionally availed itself to the laws and markets within this District through the promotion, marketing, distribution and sale of its products in this District; (b) currently conducting substantial business in this District; and (c) are subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

43. Flipcause is a fundraising and donor-management software platform marketed for small businesses and nonprofit organizations.

44. Starting in 2012 as a fundraising platform, Flipcause has grown to become a “one-stop platform where groups could manage donors, register event attendees, recruit volunteers, sell products with an online store, and accept donations.”¹

45. Upon information and belief, more than 10,000 nonprofit organizations use (or have used) Flipcause during all relevant times.

46. Flipcause's Terms and Conditions states: "If you possess a Flipcause Account

¹ <https://oaklandvoices.us/2025/09/11/flipcause-delayed-donation-transfers-nonprofits/>.

Balance, the total amount of your Account Balance is considered a financial asset wholly owned, received, and controlled by you, the Account Holder, and is a financial obligation to be paid to you, the Account Holder by Flipcause. Flipcause will pay funds owed to you using an ACH-enabled, non-interest bearing account (“Settlement Fund”) in Flipcause’s name, owned by Flipcause, and registered through a 3rd party financial institution that is part of the Federal Deposit Insurance Corporation (“FDIC”) insurance program. Users consent to the management and operation of the Settlement Fund by Flipcause to perform activities related to the operation of Flipcause, Flipcause Account Holders, Fundraisers, or Supporters, including processing Transfers, issuing refunds, or other activities. Account Holders will have a full claim as a creditor to the funds owed to them by Flipcause. Account Holders will not receive interest or other earnings on the amounts in their Flipcause Account Balances.”²

47. Flipcause’s Terms and Conditions state that transfers take 1-5 business days,³ and on their website.

48. Flipcause advertises “As soon as a transaction is processed, the funds are in your account and available for transfer. You control when and how much you transfer – no waiting 30 days for a payout.”⁴

49. Flipcause charges a per “Transaction Fee” equivalent to 6.9% + 30 cents for all web payments to its clients or their donors which is applied to every donation, order, payment, invoice. It also charges its clients yearly subscription of \$1500-\$2400 dollars for their services.

50. Upon information and belief, in the past two (2) years to date, Flipcause

² Flipcause, Terms and Conditions § 17.1, Flipcause (last updated Sept. 3, 2024), <https://flipcause.org/terms/>

³ *Id.* at 17.3.

⁴ Flipcause, Payment Processing, Flipcause (last visited Oct. 17, 2025), <https://flipcause.org/payment-processing/>.

1 Account Holders have experienced delays in receiving payments.

2 51. From 2018 until 2025, LMSA-NE had purchased and subscribed to Flipcause
3 paid an annual subscription fee.⁵

4 52. On August 10, 2025, LMSA-NE requested transfer of funds from its Flipcause
5 account to LMSA-NE's bank account associated with Flipcause. The first request was in
6 the amount of \$50,000.00 and the second request was in the amount of \$25,223.71.
7 Flipcause has not fulfilled this request.

8 53. Throughout September 2025, LMSA-NE reached out to Flipcause notifying
9 them of the un-fulfilled fund transfer request.

10 54. Flipcause sent an email with the following canned responses:

- 11 • "I will follow up with you once I hear back from our ACH
12 provider and will provide a date on when you will receive your
13 funds. Please be assured we will get this resolved and have your
14 funds expedited as soon as possible."
- 15 • "We are reviewing the request with our ACH service to confirm
16 the status and processing of your requests. We'll follow up with
17 confirmation as soon as possible."
- 18 • "I'm pushing to get you an immediate update on the release of
19 your \$75,223.71. I'll also make sure you receive a full
20 accounting of donations and disbursements tied to your account."

21 55. LMSA-NE relied on these representations and waited for responses, and as a
22 result, had to suffer monetary loss by having to retrieve funds from their interest-bearing
23 savings account due to Flipcause's misrepresentation(s) while continuing to withhold
24 funds.
25

26
27 ⁵ In 2018, the transaction fee and annual subscription fee offered to LMSA-NE was 4.9%+30 cents and
28 \$1200 per year.

1 56. Flipcause has not followed up with the status of LMSA-NE's pending fund
2 transfer request.

3 57. To date, Flipcause has not furnished any explanation about the delay, nor an
4 accounting of the donations and disbursements of LMSA-NE's account.

5 58. To date, Flipcause is unlawfully withholding \$75,223.71 of funds rightfully
6 belonging to LMSA-NE.

7 59. On September 22, 2025, LMSA-NE reached out to Flipcause to cancel its
8 subscription with Flipcause. The cancellation process includes the transfer of funds, but
9 this has not happened. "Transferring Your Account Balance . . . Once your account is ready
10 for closure, an admin with the necessary permissions can complete the final transfer of any
11 remaining funds in the Account Balance."

12 60. The cost of transition includes changing to a new service, notifying existing
13 donors and patrons which creates loss, friction, and confusion, and unpublishing of the
14 Account Holder's website which requires a new website to be built.

15 61. The protracted withholding of the Plaintiff's funds by Defendants incurs
16 continuing loss of interest and depreciation of money, which could have been transferred
17 to interest-bearing accounts or other assets.

18 62. LMSA-NE incurred the discontinuity of services, loss, friction, and confusion
19 to donors, and staff time due to Flipcause's actions. LMSA-NE also incurred out-of-pocket
20 costs in transitioning to a new donor payment service and building a new website, that
21 amounts to \$1,474.20.

22 63. The withholding of these funds has caused injury-in-fact and materially
23 harmed Plaintiff's ability to make time-sensitive deposits for regional medical conferences
24 involving thousands of students and dozens of medical schools and residency programs.

25 64. Flipcause's continued delay has harmed LMSA-NE's mission, limiting
26 Plaintiff's ability to support Latino medical students, and undermining trust with medical
27

1 schools, students, and our partners including the National Latino Medical Student
2 Association.

3 65. LMSA-NE is not the only entity reporting chronic failures by Flipcause to
4 transfer funds to Account Holders.

5 66. Plaintiff Athens Area Diaper Bank (AADB) had been a subscribed account
6 holder at Flipcause since 2019, and has paid subscriptions of \$1,400 annually. Since 2023,
7 AADB has made transfer requests to Flipcause that were met with protracted delays
8 exceeding 10 days. To date, the transfer request of \$14,790.31 has been unfulfilled.
9 Consequently, AADB has expended staff and resources to address these delays, and now
10 migrated to a new platform incurring out-of pocket costs. In migrating to a new payment
11 processing platform, AADB lost recurring donations.

12 67. Plaintiff Black Girls Smile Inc. (BGS) had been a subscribed account holder
13 at Flipcause for the past three years, and has paid subscriptions of \$1,200 annually. Since
14 June 2025, BGS has made transfer requests to Flipcause that were met with protracted
15 delays exceeding 10 days. To date, the transfer request of \$29,096.60 has been unfulfilled.
16 Consequently, BGS has expended staff and resources to address these delays, and now
17 migrated to a new platform incurring out-of pocket costs. BGS had to halt campaigns and
18 lost recurring donations. BGS also had to take out loans with interest rates in order to pay
19 its staff members.
20

21 68. Plaintiff Canine Lymphoma Education Awareness and Research (CLEAR)
22 had been a subscribed account holder at Flipcause since 2019 and has paid subscriptions
23 of \$1200 annually. Since November 2024, CLEAR has made transfer requests to Flipcause
24 that were met with protracted delays exceeding 10 days. To date, the transfer request of
25 \$13,021.95 has been unfulfilled. Consequently, CLEAR has expended staff and resources
26 to address these delays, and has suffered loss of donations as a result of the delays.

27 69. Plaintiff Chicago Coalition for Family Building (CCFB) had been a
28

1 subscribed account holder at Flipcause since 2016, and has paid subscriptions of \$780
2 annually. Since 2023, CCFB has made transfer requests to Flipcause that were met with
3 protracted delays exceeding 10 days. To date, the transfer request of \$88,292.46 has been
4 unfulfilled. Consequently, CCFB has expended staff and resources to address these delays,
5 retained professionals to handle the dispute, and lost funds and interest on funds.

6 70. Plaintiff East Grand Community Services (EGCS) has been a subscribed
7 account holder at Flipcause since 2020, and has paid subscriptions of \$1200 annually. Since
8 October 2023, EGCS has made transfer requests to Flipcause that were met with protracted
9 delays exceeding 10 days. To date, the transfer request of \$4,437.46 has been unfulfilled.
10 Consequently, EGCS has expended staff and resources to address these delays, lost donors
11 and lost interest on funds.

12 71. Plaintiff Friends of Manual High School Inc. (FOM) had been a subscribed
13 account holder at Flipcause for the past , and has paid subscriptions of \$1200 annually.
14 Since April 2025, FOM has made transfer requests to Flipcause that were met with
15 protracted delays exceeding 10 days. To date, the transfer request of \$39,837.16 has been
16 unfulfilled. Consequently, FOM has expended staff and resources to address these delays,
17 and had to halt operations.

18 72. Plaintiff Kittyland Cat & Kitten Rescue (KCKR) had been a subscribed
19 account holder at Flipcause for the past 12, and has paid subscriptions of \$1000 annually.
20 Since January 2025, KCKR has made transfer requests to Flipcause that were met with
21 protracted delays exceeding 10 days. To date, the transfer request of \$20,089.71 has been
22 unfulfilled. Consequently, KCKR has expended staff and resources to address these delays
23 by writing emails and filing complaints.

24 73. Plaintiff Ms President US (MSPUS) had been a subscribed account holder at
25 Flipcause since September 2020. and has paid subscriptions of \$1200 annually. Since a
26 few years ago, MSPUS has made transfer requests to Flipcause that were met with
27

1 protracted delays exceeding 10 days. To date, the transfer request of \$19,390.00 has been
2 unfulfilled. Consequently, MSPUS has expended staff and resources to address these
3 delays, and migrated to a new platform incurring out-of pocket costs.

4 74. Plaintiff Recycling Association of Minnesota (RAM) had been a subscribed
5 account holder at Flipcause since December 2024, and has paid subscriptions of \$2400
6 annually. Since summer of 2025, RAM has made transfer requests to Flipcause that were
7 met with protracted delays exceeding 10 days. To date, the transfer request of \$17,057.73
8 has been unfulfilled. Consequently, RAM has expended resources to address these delays,
9 paid funds out of pocket to migrate to a new platform, faced hardship in paying vendors
10 for an annual conference, staff, and suffered from low cash flow.

11 75. Plaintiff SOFESA had been a subscribed account holder at Flipcause since
12 2019, and has paid subscriptions of \$50 annually. Since on or around August of 2025
13 SOFESA has made transfer requests to Flipcause that were met with protracted delays
14 exceeding 10 days. To date, the transfer request of \$660 has been unfulfilled.
15 Consequently, SOFESA faced hardship of not being able to pay bills or staff.

16 76. Plaintiff Soldiers and Families Embraced (S&FE) had been a subscribed
17 account holder at Flipcause since 2017 and has paid subscriptions of \$1080 annually. Since
18 August 2025, S&FE has made transfer requests to Flipcause that were met with protracted
19 delays exceeding 10 days. To date, the transfer request of \$15,471.78 has been unfulfilled.
20 Consequently, S&FE has lost donors and prevented from serving as much clients.

21 77. Plaintiff Team Sunshine Performance (TSP) had been a subscribed account
22 holder at Flipcause since 2019, and has paid subscriptions of \$1200 annually. Since a few
23 years ago, TSP has made transfer requests to Flipcause that were met with protracted delays
24 exceeding 10 days. To date, the transfer request of \$5,120.00 has been unfulfilled.
25 Consequently, TSP has expended significant staff and resources to address these delays,
26 migrated to a new platform and CRM, and face tax implications due to funds being
27

1 withheld throughout fiscal years.

2 78. Plaintiff US Submarine Veterans Charitable Foundation (USSVCF) has been
3 a subscribed account holder at Flipcause for the past five years, and has paid subscriptions
4 of \$1500 annually. Since March 2025, USSVCF has made transfer requests to Flipcause
5 that were met with protracted delays exceeding 10 days. To date, the transfer request of
6 \$21,200.90 has been unfulfilled. Consequently, USSVCF has expended staff and resources
7 to address these delays, migrated to a new platform incurring out-of pocket costs, and lost
8 investment and interest income.

9 79. Plaintiff Cuttyhunk Yacht Club (CYC) has been a subscribed account holder
10 at Flipcause since December 2023 and has paid subscriptions of \$2400 to begin with, and
11 \$1500 annually. Since February 2025, CYC has made transfer requests to Flipcause that
12 were met with protracted delays exceeding 10 days. To date, the transfer request of
13 \$47,712.33 has been unfulfilled. Consequently, CYC has expended significant staff and
14 resources to address these delays, and now migrated to a new platform incurring out-of
15 pocket costs.

16 80. Plaintiff Keeping Our Promise (KOP) has been a subscribed account holder
17 at Flipcause from August 2020 until now and has paid subscriptions of \$50 per month.
18 Since 2025, Keeping Our Promise has made transfer requests to Flipcause that were met
19 with protracted delays exceeding 10 days. To date, the transfer request of \$51,198.38 has
20 been unfulfilled. Consequently, KOP has expended staff and resources to address these
21 delays and incurred out-of pocket costs.

22 81. Plaintiff Garden of Peace (GOP) has been a subscribed account holder at
23 Flipcause since July 2024 and has paid subscriptions of \$1200 to \$1500 annually. Since
24 August 2025, GOP has made transfer requests to Flipcause that were met with protracted
25 delays exceeding 10 days. To date, the transfer request of \$4,191.05 has been unfulfilled,
26 although in the past \$30,000 had been withheld. Consequently, GOP has expended staff
27

1 and resources to address these delays, had to lay off staff, faced eviction, and incurred out
2 of pocket expenses while having to halt operations.

3 82. Plaintiff Washington State Crime Prevention Association (WSCP) has been
4 a subscribed account holder at Flipcause since 2018, and has paid subscriptions of \$1200
5 annually. Since August 2025, WSCP has made transfer requests to Flipcause that were
6 met with protracted delays exceeding 10 days. To date, the transfer request of \$25,689.00
7 has been unfulfilled. Consequently, WSCP has expended staff and resources to address
8 these delays by filing complaints and email correspondence, and have been delayed paying
9 for deposits for upcoming events which has deterred the organization's mission.

10 83. Plaintiff Hunger Coalition of Transylvania County (HCT) has been a
11 subscribed account holder at Flipcause for the past three years and has paid subscriptions
12 of \$1200 annually. Since July 2024, HCT has made transfer requests to Flipcause that were
13 met with protracted delays exceeding 10 days. To date, the transfer request of \$9,380.85
14 has been unfulfilled. Consequently, HCT has expended staff and resources to address these
15 delays and has lost recurring donors.

16 84. Plaintiff Sahiyo U.S. Inc. has been a subscribed account holder at Flipcause
17 since 2018, and has paid subscriptions of \$50 per month. Since on or around June 2025,
18 Sahiyo has made transfer requests to Flipcause that were met with protracted delays
19 exceeding 10 days. After months of delay, the transfers have been completed on November
20 10, 2025. However, due to the delays, Sahiyo has expended staff and resources to address
21 these delays, sent demand letters through counsel, and this has harmed its operations.

22 85. Plaintiff Angels for Change (A4C) been a subscribed account holder at
23 Flipcause since July 2020, and has paid subscriptions of \$1200 annually. Since on or
24 around December 2024, A4C has made transfer requests to Flipcause that were met with
25 protracted delays exceeding 10 days. To date, the transfer request of \$72,961.85 has been
26 unfulfilled. Consequently, A4C has expended more than 200 hours of staff and resources
27

1 to address these delays, and incurred out-of pocket costs in migrating to a new payment
2 processing platform, had to halt donation campaigns, and lost recurring donations.

3 86. Plaintiff Tucson Pops Orchestra (TPO) has been a subscribed account holder
4 at Flipcause since 2017, and has paid subscriptions of \$1200 annually. Since on or about
5 12 months ago, TPO has made transfer requests to Flipcause that were met with protracted
6 delays exceeding 10 days. To date, the transfer request of \$8,391.25 has been unfulfilled.
7 Consequently, TPO has expended staff and resources to address these delays, and migrated
8 to a new platform incurring out-of pocket costs, and had to dip into endowment funds to
9 meet payroll obligations.

10 87. Plaintiff Ukraine Orphan Outreach (UOO) has been a subscribed account
11 holder at Flipcause for more than 5 years, and has paid subscriptions of \$1200 annually.
12 Since on or about April of 2025, UOO has made transfer requests to Flipcause that were
13 met with protracted delays exceeding 10 days. To date, the transfer request of \$20,344.27
14 has been unfulfilled. Consequently, UOO has expended staff and resources to address these
15 delays including sending demand letters and had to halt important operations such as
16 donations for the winter season for serving refugee children and single moms.

17 88. Plaintiff Meals for Good Inc. (M4G) has been a subscribed account holder at
18 Flipcause for the past four years, and has paid subscriptions of \$2000 annually. Since
19 October of 2025, M4G has made transfer requests to Flipcause that were met with
20 protracted delays exceeding 10 days. To date, the transfer request of \$27,240.83 has been
21 unfulfilled. Consequently, M4G has expended staff and resources to address these delays
22 via email correspondence and its mission to provide food for those suffering from hunger
23 has been frustrated.

24 89. Plaintiff National Association of State Trust Lands (NASTL) has been a
25 subscribed account holder at Flipcause since 2018, and has paid subscriptions of \$1200
26 annually. Since April 2023, NASTL has made transfer requests to Flipcause that were met
27

1 with protracted delays exceeding 10 days. To date, the transfer request of \$22,575.15 has
2 been unfulfilled. Consequently, NASTL have suffered out of pocket and consequential
3 losses including expending resources and staff time.

4 90. Plaintiff West Liberty Youth Dream Catchers Inc. (WLYDC) has been a
5 subscribed account holder at Flipcause for more than 4 years and has paid subscriptions of
6 \$1200 annually. Since May 2025, WLYDC has made transfer requests to Flipcause that
7 were met with protracted delays exceeding 10 days. To date, the transfer request of
8 \$14,516.46 has been unfulfilled. Consequently, WLYDC has suffered out of pocket and
9 consequential losses including expending resources and staff time.

10 91. Plaintiff Trees for the Triangle (TFTT) has been a subscribed account holder
11 at Flipcause since July 2024 and has paid subscriptions of \$200 monthly. Since March
12 2025, TFTT has made transfer requests to Flipcause that were met with protracted delays
13 exceeding 10 days. To date, the transfer request of \$12,964.00 has been unfulfilled.
14 Consequently, TFTT has suffered out of pocket and consequential losses including
15 expending significant resources and staff time, migrating to other platforms for short-term
16 solutions, and loss of donors due to the abrupt change of platforms.

17 92. Plaintiff American Criminal Justice Association (ACJA) has been a
18 subscribed account holder at Flipcause since March 2021, and has paid subscriptions of
19 \$1200 annually. Since May 2025, ACJA has made transfer requests to Flipcause that were
20 met with protracted delays exceeding 10 days. To date, the transfer request of \$30,705.53
21 has been unfulfilled. Consequently, ACJA has expended staff and resources to address
22 these delays, migrated to a new platform incurring out-of pocket costs and suffered loss of
23 donors.

24 93. Plaintiff Torch Foundation (TF) has been a subscribed account holder at
25 Flipcause since September 2021 and has paid subscriptions of \$2100 annually. Since
26 September 2025, TF has made transfer requests to Flipcause that were met with protracted
27

1 delays exceeding 10 days. To date, the transfer request of \$71,431.28 has been unfulfilled.
2 Consequently, TF expended staff time and resources, suffered loss of investment income,
3 and incurred out of pocket costs in migrating to a new platform for fundraising.

4 94. Nonprofit leaders have begun submitting complaints to the Better Business
5 Bureau (BBB), and the number of reports filed exceeded 100. BBB has created an alert
6 against Flipcause citing a pattern of complaints regarding the delays and nonresponse. A
7 review of complaints was done in August 2025 by BBB. Complaints indicate significant
8 delays and nonresponse to inquiries about the delayed funds. Each complaint cites
9 thousands of dollars withheld.⁶

10 95. Sean Wheeler of Flipcause made a public statement entitled, “Message from
11 the CEO” with a cursory explanation of the issue: “Our credit card settlement system and
12 our ACH settlement system operate differently. Credit card flows have continued normally,
13 but our ACH settlement account has faced daily limits due to cash flow bottlenecks tied to
14 our capital structure. That structural mismatch created a backlog of ACH transfers, even
15 though the Company itself remains healthy. We are in the final stages of resolving this with
16 our partners, and once complete, all pending transfers will be cleared immediately.”

17 96. Upon information and belief, this statement is untrue. Flipcause is unstable
18 and seeking to be acquired and is at this time unable or unwilling to transfer the funds to
19 the Account Holders.

20 97. According to ABC, an employee stated: “Not even we as employees are
21 getting any real answers or timelines on what the (expletive) is going on.”⁷

22
23
24 ⁶ Flipcause, Inc., BBB Complaints, Better Business Bureau (Oakland, CA), available at
25 <https://www.bbb.org/us/ca/oakland/profile/crowdfunding/flipcause-inc-1116-537273/complaints?sort=recent&status=> (last visited Oct. 17, 2025).

26 ⁷ Dan Noyes, EXCLUSIVE: Bay Area Company Accused of Mishandling Thousands of Dollars in
27 Nonprofits’ Donations, ABC7 (San Francisco), Sept. 13, 2025, <https://abc7news.com/post/exclusive-wheres-money-oakland-california-based-company-flipcause-accused-mishandling-nonprofits-donations-us/17809391/>.

1 98. This putative class action demands that Defendants be held liable for violation
2 of the terms and conditions of their contract in which they owed a duty to Plaintiff to
3 transfer funds within 1-5 business days and failed to fulfill the duty. Defendants are liable
4 for all costs and attorneys fees, per the language of the Terms and Conditions: “In any
5 action or proceeding to enforce rights under the Terms and Conditions, the prevailing party
6 will be entitled to recover costs and attorneys’ fees.”⁸

7 99. This putative class action further demands that Defendants be held liable for
8 the tort of conversion of Plaintiffs’ property.

9 100. This putative class action further demands that Defendants be held liable for
10 misrepresentation where they advertised to Plaintiffs that funds would be available
11 immediately, and later, that Flipcause would provide “an immediate update on the release
12 of your \$75,223.71 . . .” and “make sure you receive a full accounting of donations and
13 disbursements tied to your account.” These misrepresentations were material and resulted
14 in the injury suffered by Plaintiffs and putative class members.

15 101. This putative class action also demands that Flipcause be found liable for
16 misrepresentation when Sean Wheeler represented that there was a “structural mismatch
17 created a backlog of ACH transfers, even though the Company itself remains healthy.”
18 These misrepresentations were material and resulted in the injury suffered by Plaintiffs and
19 putative class members.

20 102. The same actions of Flipcause stated in preceding paragraphs violate various
21 state consumer protection laws including unfair business practices, misrepresentations, and
22 false advertising.

23 103. Due to the above-stated violations, Plaintiffs and putative class are therefore
24 entitled to preliminary and permanent injunctions for immediate transfer of funds owed to
25

26 _____
27 ⁸ Flipcause, Terms and Conditions § 34, Flipcause (last updated Sept. 3, 2024),
28 <https://flipcause.org/terms/>

1 them, and compensatory and punitive damages for subscription fees, loss of interest on the
2 funds that were withheld, and all other losses and expenses incurred, in the amount that the
3 jury may determine fair and reasonable under the laws.

4 104. Putative class members are still owed and would use services in the future
5 which entitles them to preliminary and permanent injunctive relief.
6

7 **CLASS ACTION ALLEGATIONS**

8 105. Plaintiffs bring this class action on behalf of itself and Class Members
9 pursuant to Rule 23 of the Federal Rules of Civil Procedure.
10

11 106. Plaintiffs seek to represent a national “Flipcause Class” defined as follows:
12 All United States-based nonprofits, individuals, and business entities, who are or were
13 Account Holders and users of Flipcause between November 1, 2022 and the date of
14 judgment in this action and experienced delays and failure to transfer funds by Flipcause,
15 excluding Defendants, Defendants’ officers, directors, and employees, Defendants’
16 subsidiaries, the Judge to which this case is assigned and the immediate family of the Judge
17 to which this case is assigned.

18 107. Each Plaintiff also seeks to represent a subclass defined by the state that they
19 reside in, for claims that arise out of state consumer protection statutes where applicable,
20 and the party and state are stated in the Causes of Action Section.

21 108. Plaintiffs reserve the right to re-define any of the Class or subclass definitions
22 prior to class certification or thereafter, including after having the opportunity to conduct
23 discovery.

24 109. Plaintiffs are a member of the putative class and subclasses that they seek to
25 represent.

26 110. The definition of the putative class is narrowly tailored to include Account
27 Holders who can be identified through Defendants’ database for the discrete period of time
28

1 through the date of judgment in this action, or from the appropriate statutory limitations
2 period through the date of judgment in this action.

3 **F.R.C.P. 23(a)**

4 111. The proposed class is so numerous that the individual joinder of all its
5 members, in this or any action, is impracticable. The exact number or identification of the
6 members of the putative class is presently unknown to Plaintiffs, but it is believed to
7 comprise tens of thousands of organizations and entities throughout the nation, thereby
8 making joinder impractical.

9 112. Common questions of fact and law exist as to all Class Members. These
10 include, but are not limited to, the following:

- 11 (a) Whether the Defendants failed to perform their duty under the contract with
12 Account Holders;
- 13 (b) Whether the representations made by Defendants in their advertisements and in
14 communications with Account Holders were materially misleading to account
15 holders and materially induced them to subscribe to and continue to use
16 Defendants' business;
- 17 (c) Whether Defendants' conduct resulted in violation of contracts, and fraudulent
18 misrepresentations.
- 19 (d) Whether Defendants' conduct violated various state consumer protection laws
20 applicable to Plaintiffs' subclasses;
- 21 (e) Whether Plaintiffs and the Class members are entitled to preliminary and
22 permanent injunctions, damages, restitution, equitable relief and other relief deemed
23 appropriate and the amount and nature of such relief.

24 113. Plaintiffs' claims are typical of the claims of the putative class members.
25 Plaintiff and all putative Class members were subject to the above conduct and
26 misrepresentations made by Defendants and their claims are based on the same legal
27

1 theories against the Defendants.

2 114. The factual bases of Defendants' misconduct are common to the putative
3 Class members, resulting in injury to all putative class members alike. Plaintiffs are
4 asserting the same rights, making the same claims, and seeking similar relief for itself and
5 all other putative class members.

6 115. Plaintiffs are adequate representative of the proposed class because they are
7 putative class members and do not have interests that conflict with those of the other
8 putative class members they seek to represent.

9 116. Plaintiffs are represented by experienced and able counsel, who have litigated
10 lawsuits of this complexity, and Plaintiff's Counsel intends to prosecute this action
11 vigorously for the benefit of the proposed class. Plaintiff and its Counsel will fairly and
12 adequately protect the interests of the class members.

13 **Plaintiffs' Class Seeks Certification under F.R.C.P. 23(b)(3)**

14 117. The central questions of whether Defendants' conduct and misrepresentations
15 violate the terms of their contract with Plaintiffs, violate tort laws and state consumer
16 protection laws predominate over all other questions, both legal and factual, in this
17 litigation.

18 118. A class action is the superior method available for the efficient adjudication
19 of this litigation because: (a) The prosecution of separate actions by individual members
20 of the Class would create a foreseeable risk of inconsistent or varying adjudications which
21 would establish incompatible results and standards for Defendants; (b) Adjudications with
22 respect to individual members of the Class would, as a practical matter, be dispositive of
23 the interests of the other members not parties to the individual adjudications or would
24 substantially impair or impede their ability to protect their own separate interests; (c) Class
25 action treatment avoids the waste and duplication inherent in potentially thousands of
26 individual actions, and conserves the resources of the courts; and (d) the claims of the
27

individual class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for the members of the Class to individually seek redress for Defendants' wrongful conduct. Even if the members of the Class could afford individual litigation, the court system could not. Moreover, this action is manageable as a class action. Individualized litigation creates potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

Plaintiffs' Class Seeks Certification under F.R.C.P. 23(b)(2)

119. A class action for injunctive and equitable relief pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure is also appropriate. Defendants acted or refused to act on grounds that are generally applicable to the Class thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole. Defendants' actions are generally applicable to the Class as a whole, and Plaintiffs, on behalf of the Class, seeks damages and injunctive relief described herein. Moreover, Defendants' patterned failure to adhere to the contract and various tort and state consumer protection laws forms an appropriate basis for the Class to seek declaratory relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION: CONVERSION

(ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF A NATION-WIDE CLASS AGAINST ALL DEFENDANTS)

120. Plaintiffs adopt and incorporates by reference all allegations contained in the foregoing paragraphs as though fully set forth herein.

121. Plaintiffs bring this claim individually and on behalf of a National class against all Defendants.

122. Defendants engaged in the tort of common law conversion.

123. The common law tort of conversion is “an intentional exercise of dominion or control over a chattel which so seriously interferes with the right of another to control it that the actor may justly be required to pay the other the full value of the chattel.” Restatement (Second) of Torts § 222A (1965). The following are considerations in determining the seriousness of the interference and the justice of requiring the actor to pay the full value: (a) the extent and duration of the actor's exercise of dominion or control; (b) the actor's intent to assert a right in fact inconsistent with the other's right of control; (c) the actor's good faith; (d) the extent and duration of the resulting interference with the other's right of control; (e) the harm done to the chattel; (f) the inconvenience and expense caused to the other.

124. Defendants engaged in conversion when they received payment from funders for Plaintiffs and class members and failed to transfer it to them, causing undue delay and harm.

125. Plaintiffs reserve the right to supplement its specifications of conversion as to each of the Defendants after conducting reasonable and necessary discovery.

126. As a direct and proximate result of the conversion of each of the Defendants, Plaintiffs and Class suffered monetary loss, damage to operations of its nonprofit, and continues to suffer financial hardship.

127. Plaintiffs and Class members are therefore entitled to compensatory and punitive damages for every injury cause, to the greatest extent as the jury may determine fair and reasonable.

128. Plaintiffs and Class members are entitled to punitive damages for the unfair conversion.

129. Plaintiffs and Class members are entitled to expenses and costs incurred in dealing with the Defendants' conversion.

130. Plaintiffs and Class members are entitled to attorney's fees and reimbursement of all costs as deemed fair and reasonable by the court.

131. Plaintiffs and Putative Class members are still suffering from the ongoing nature of Defendants' conversion and most Class members are still Account Holders which entitles them to preliminary and permanent injunctive relief.

SECOND CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION
(ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF A NATIONAL CLASS
AGAINST ALL DEFENDANTS)

132. Plaintiffs adopt and incorporates by reference all allegations contained in the foregoing paragraphs as though fully set forth herein.

133. Plaintiffs bring this claim individually and on behalf of a National class against all Defendants.

134. Defendants engaged in the tort of common law fraud or fraudulent misrepresentation.

135. The elements of fraudulent misrepresentation are (1) the defendant made a false representation, (2) in reference to a material fact, (3) that the defendant made with knowledge of its falsity, (4) with an intent to deceive, and (5) reliance was taken based on the representation.

136. As described in the allegations above, the Defendants' statements about their ability to provide Account Holders with immediate access to funds, transfers within five (5) days, the state of Defendants' financial health and the effort and solutions that are being taken to resolve the issue to transfer funds were false when they made them.

137. The Defendants knew that Account Holders would rely on the policies and email communications when subscribing to Defendants' business.

138. Plaintiffs and Class relied upon Defendants' statements when they chose to

1 subscribe to Defendant's business.

2 139. In like manner, Plaintiffs and Class reasonably relied upon Defendants' emails
3 and communications to carry out their own stated policies and waited for funds to be
4 transferred.

5 140. The Defendants' fraudulent misrepresentations proximately caused harm to
6 Plaintiff and Class who suffered compensatory loss, expended effort to deal with
7 Defendants' failure, and suffered major disruptions to the operation of the nonprofit's
8 activities, donor relations, and stakeholder confidence.

9 141. Plaintiffs and Class members are therefore entitled to compensatory damages
10 for all actual, statutory, and punitive damages to recover pecuniary loss, expenses incurred,
11 and other costs that the jury may determine fair and reasonable.

12 142. Plaintiffs and Class members are entitled to attorney's fees and
13 reimbursement of all costs as deemed fair and reasonable by the court.

14 143. Plaintiffs and class members are also entitled to preliminary and permanent
15 injunctive relief for ongoing misrepresentations by Defendants.

16
17 **THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION**
18 **(ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF A NATIONAL CLASS**
19 **AGAINST ALL DEFENDANTS)**
20

21 144. Plaintiffs adopt and incorporates by reference all allegations contained in the
22 foregoing paragraphs as though fully set forth herein.

23 145. Plaintiffs bring this claim individually and on behalf of a National class
24 against all Defendants.

25 146. Defendants committed the tort of negligent misrepresentation elements of
26 which claim are: (1) the defendant made a false statement or omission of a fact, (2) the
27 statement was in violation of a duty to exercise reasonable care, (3) the false statement or
28

omission involved a material issue, (4) the plaintiff reasonably relied and to its detriment relied on the false information, and (5) the defendant's challenged conduct proximately caused injury to the plaintiff.

147. As described in the allegations above, the Defendants' statements about their ability to provide Account Holders with immediate access to funds, transfers within five (5) days, and the state of Defendants' financial health and the effort and solutions that are being taken to resolve the issue to transfer funds were false when they made them.

148. These false statements violated the Defendants' duty of reasonable care to provide accurate information to their Account Holders who reasonably relied on them.

149. The Defendants' misrepresentations proximately caused harm to Plaintiff and Class who suffered compensatory loss, expended effort to deal with Defendants' failure, and suffered major disruptions to the operation of the nonprofit's activities, donor relations, and stakeholder confidence.

150. Plaintiffs and Class members are therefore entitled to compensatory damages for all actual, statutory, and punitive damages to recover pecuniary loss, expenses incurred, and other costs that the jury may determine fair and reasonable.

151. Plaintiffs and Class members are entitled to attorney's fees and reimbursement of all costs as deemed fair and reasonable by the court.

152. Plaintiffs and class members are also entitled to preliminary and permanent injunctive relief for ongoing misrepresentations by Defendants.

FOURTH CAUSE OF ACTION : BREACH OF CONTRACT

(ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF A NATIONAL CLASS

AGAINST ALL DEFENDANTS)

153. Plaintiffs repeat and realleges all preceding paragraphs in support of this claim.

154. Plaintiffs and Defendants were parties to a contract and agreement whereby

1 Defendants promised to transfer funds received by donors to Plaintiff within 1-5 business
2 days.

3 155. As alleged in the foregoing sections, Defendants breached the contract by
4 failing to process payment of funds to Plaintiff and Class per their contract terms and
5 conditions.

6 156. Therefore, Plaintiffs are entitled to compensatory damages resulting from the
7 breach of contract. Plaintiff, individually, and on behalf of all others similarly situated,
8 adopts and incorporates by reference all allegations contained in the foregoing paragraphs
9 as though fully set forth herein.

10 157. Plaintiffs are entitled to all costs and attorney's fees regarding this action per
11 the terms and conditions: "In any action or proceeding to enforce rights under the Terms
12 and Conditions, the prevailing party will be entitled to recover costs and attorneys' fees."⁹
13

14 **FIFTH CAUSE OF ACTION : UNJUST ENRICHMENT**

15 (ALL PLAINTIFF INDIVIDUALLY AND ON BEHALF OF NATIONAL CLASS
16 AGAINST ALL DEFENDANTS)
17

18 158. Plaintiffs, and the putative National class, conferred a tangible economic
19 benefit upon Defendants by subscribing to Defendants' business as an account holder.

20 159. Through the profits gained by Plaintiffs' subscription fees, transaction fees on
21 all funds received by Plaintiff, Defendants reaped millions of dollars of profit and
22 investments from its unfair practices, misrepresentations and deceptive trade practices.
23 Defendants specifically represented that Account Holders would have immediate access to
24 funds and that the funds would be transferred to Account Holders' banks within five (5)
25 days. Instead, Defendants were enriched by their misrepresentations. Plaintiff suffered
26

27 ⁹ Flipcause, Terms and Conditions § 34, Flipcause (last updated Sept. 3, 2024),
28 <https://flipcause.org/terms/>

1 monetary harm as a result.

2 160. Under the circumstances, it would be against equity and good conscience to
3 permit Defendant to retain the ill-gotten benefits that it received from Plaintiff and
4 members of the putative national class.

5 161. It would thus be unjust and inequitable for Defendants to retain the benefit
6 reaped from Plaintiffs and National Class members without restitution or disgorgement of
7 valuable goods (e.g., transaction fees, subscription fees, etc.) provided to Defendants, or
8 such other appropriate equitable remedy as appropriate, to the Plaintiff and other members
9 of the putative National class.
10

11 **SIXTH CAUSE OF ACTION : INJUNCTIVE RELIEF**

12 **(ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF A NATIONAL CLASS**

13 **AGAINST ALL DEFENDANTS)**

14 162. Plaintiffs, individually, and on behalf of all others similarly situated, adopts
15 and incorporates by reference all allegations contained in the foregoing paragraphs as
16 though fully set forth herein.
17

18 163. Defendants have refused to act on grounds generally applicable to the
19 injunctive relief sought by Plaintiff and other members of the putative class and subclass,
20 thereby making preliminary and permanent injunctive relief appropriate.

21 164. Defendant's conduct of withholding funds from Plaintiff and Class are
22 jeopardizing the operations of Plaintiff and causing immediate harm to Plaintiff and Class.

23 165. If Defendants continue with these practices, consumers, including the Plaintiff
24 and Class will be irreparably harmed in that they do not have a plain, adequate, speedy, or
25 complete remedy at law to address all of the wrongs alleged in this Complaint, unless
26 injunctive relief is granted to stop Defendants' improper conduct.

27 166. Plaintiffs and the putative National class and Sub-classes are therefore,
28

entitled to a preliminary and permanent injunction requiring Defendants to immediately transfer funds owed to Plaintiff and class as well as all compensatory losses suffered by Plaintiff and Class.

SEVENTH CAUSE OF ACTION: NEW YORK GENERAL BUSINESS LAW § 349

(PLAINTIFFS LATINO MEDICAL STUDENT ASSOCIATION-NORTH EAST,

KEEPING OUR PROMISE INC, AND MEALS FOR GOOD INC.,

INDIVIDUALLY AND ON BEHALF OF A NEW YORK SUBCLASS

AGAINST ALL DEFENDANTS)

167. The New York Plaintiffs identified above restates each and every paragraph of this Complaint as if fully rewritten herein.

168. Plaintiffs bring this claim on behalf of New York Sub-Class members.

169. Plaintiffs and New York Sub-Class members and Defendants are “persons” under N.Y. Gen. bus. Law § 349(h), the New York Deceptive Acts and Practices Act (“NY DAPA”).

170. Defendants’ actions as set forth herein occurred in the conduct of trade or commerce under the NY DAPA.

171. The NY DAPA makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law § 349.

172. Defendants’ conduct, as set forth above, constitutes deceptive acts or practices under this section, namely: Defendants’ statements about their ability to provide Account Holders with immediate access to funds, transfers within five (5) days, the state of Defendants’ financial health and the effort and solutions that are being taken to resolve the issue to transfer funds were false when they made them.

173. Plaintiffs and New York Sub-Class members had no way of discerning whether Defendants’ representations were false and misleading because Sub-Class members do not have access to Defendants’ internal protocols, practice, and operations.

1 174. Defendants thus violated the NY DAPA by making false statements that
2 induced reasonable consumers to subscribe to the Defendants' business and continue to
3 wait for their funds to be transferred.

4 175. Defendants intentionally and knowingly made affirmative misrepresentations
5 with intent to mislead Plaintiff and New York Sub-Class members.

6 176. Defendants knew or should have known that their conduct violated NY
7 DAPA.

8 177. Defendants' misrepresentations of their services were material to Plaintiff and
9 Class members.

10 178. Defendants' unfair and deceptive acts were likely to, and did in fact, deceive
11 regulators and reasonable consumers, including Plaintiff and Sub-Class members,

12 179. Plaintiffs and New York Sub-Class members relied on the misrepresentations
13 when they subscribed to Defendants' business, which Defendants used to make profit.

14 180. Defendants' violations present continuing harm to Plaintiff, New York Sub-
15 Class members, and the general public.

16 181. Plaintiffs and New York Sub-Class are entitled to all injunctive relief, actual
17 and statutory damages and punitive damages to the extent available under the law,
18 reasonable attorneys' fees and costs, and all other just and appropriate relief available under
19 the NY DAPA.

20 182. Defendants' unlawful acts and practices complained of herein affect the
21 public interest.

22 183. Plaintiffs and New York State Class members suffered ascertainable loss and
23 actual damages as a direct and proximate result of Defendants' actions.

24 184. Defendants have an ongoing duty to all customers and the public to refrain
25 from unfair and deceptive practices under the NY DAPA. As a result of Defendants'
26 ongoing unlawful acts, Plaintiffs and all Class members are suffering ongoing harm.
27

185. As a result of the foregoing willful, knowing, and wrongful conduct of Defendants, Plaintiff and Class members have been damaged in an amount to be proven at trial, and seek all just and proper remedies, including but not limited to actual damages or \$50, whichever is greater, treble damages up to \$1,000, punitive damages to the extent available under the law, reasonable attorneys' fees and costs, an order enjoining Defendants' deceptive and unfair conduct, and all other just and appropriate relief available under the NY DAPA.

EIGHTH CAUSE OF ACTION: NEW YORK GENERAL BUSINESS LAW § 350
(PLAINTIFFS LATINO MEDICAL STUDENT ASSOCIATION-NORTH EAST,
KEEPING OUR PROMISE INC, AND MEALS FOR GOOD INC.,
INDIVIDUALLY AND ON BEHALF OF NEW YORK SUB-CLASS AGAINST
ALL DEFENDANTS)

186. The New York Plaintiffs identified above incorporate by reference all allegations in this Complaint and restate them as if fully set forth herein.

187. Plaintiffs bring this claim on behalf of New York State Class members.

188. Defendants were engaged in the "conduct of business, trade or commerce," within the meaning of N.Y. Gen. Bus. Law § 350, the New York False Advertising Act ("NY FAA").

189. The NY FAA makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 350. False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in light of . . . representations [made] with respect to the commodity . . ." N.Y. Gen. Bus. Law § 350-a.

190. Defendants caused to be made or disseminated through New York, through

1 advertising, marketing, and other publications, statements and omissions that were untrue
 2 or misleading, and that were known by Defendants, or that through the exercise of
 3 reasonable care should have been known by Defendants, to be untrue and misleading.

4 191. Defendants made numerous material and affirmative misrepresentations and
 5 omissions of fact with intent to mislead and deceive consumers as stated in the foregoing
 6 section.

7 192. Plaintiffs and New York Sub-Class are entitled to all injunctive relief, actual
 8 and statutory damages and punitive damages to the extent available under the law,
 9 reasonable attorneys' fees and costs, and all other just and appropriate relief available under
 10 the NY FAA.

11 **NINTH CAUSE OF ACTION : CALIFORNIA BUSINESS AND PROFESSIONAL**
 12 **CODE §§17200 & 17500**

13 (ALL PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF NATIONAL CLASS
 14 AGAINST ALL DEFENDANTS, AND PLAINTIFFS CANINE LYMPHOMA
 15 EDUCATION AWARENESS AND RESEARCH, KITTYLAND CAT & KITTEN
 16 RESCUE, SOFESA, AND THE TORCH FOUNDATION AGAINST ALL
 17 DEFENDANTS)
 18

19 193. All Plaintiffs restates each and every paragraph of this Complaint as if fully
 20 rewritten herein.

21 194. Plaintiff on behalf of a National Class alleges claims under California
 22 Business and Professional Code §§17200 & 17500 *et seq.*

23 195. Defendants have engaged in unfair competition and prohibited activities.

24 196. Unfair competition includes any unlawful, unfair or fraudulent business act or
 25 practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by
 26 California Bus. & Prof. Code §§17200 and 17500 *et seq.*

27 197. Plaintiff and the putative National class seek equitable relief and to enjoin
 28

1 Defendants from engaging in its current practice and scheme of making misrepresentations
2 about their services and guidelines, and enforcement to the detrimental harm of its users.

3 198. Pursuant to Cal. Bus. & Prof. Code §17200 and 17500 *et seq.*, Plaintiff and
4 the putative National class seek an order enjoining the above-described wrongful acts and
5 practices of the Defendants and for restitution and disgorgement.
6

7 **TENTH CAUSE OF ACTION : COLORADO CONSUMER PROTECTION ACT,**
8 **COLO. REV. STAT. §§ 6-1-101, ET SEQ. (PLAINTIFFS UKRAINE ORPHAN**
9 **OUTREACH AND FRIENDS OF MANUAL HIGHSCHOOL INC. INDIVIDUALLY**
10 **AND ON BEHALF OF COLORADO SUBCLASS AGAINST ALL DEFENDANTS)**
11

12 199. The Colorado Plaintiffs identified above (“Plaintiff(s),” for purposes of this
13 Count), individually and on behalf of the Colorado Subclass, restates each and every
14 paragraph of this Complaint as if fully rewritten herein.
15

16 200. Plaintiffs are a “person” as defined by Colo. Rev. Stat. § 6-1-102(6).

17 201. Plaintiffs engaged in “sales” as defined by Colo. Rev. Stat. § 6-1-102(10).

18 202. Plaintiffs and Colorado Subclass members, as well as the general public, are
19 actual or potential consumers of the products and services offered by Flipcause or
20 successors in interest to actual consumers.

21 203. Plaintiffs were consumers of Defendants within 3 years of this date.

22 204. Defendants engaged in unfair and deceptive trade practices in the course of its
23 business, in violation of Colo. Rev. Stat. § 6-1-105(1), including: (a) Knowingly making a
24 false representation as to the characteristics of products and services; (b) Representing that
25 services are of a particular standard, quality, or grade, though Flipcause knew or should
26 have known that there were or another; (c) Advertising services with intent not to sell them
27 as advertised; and (d) Failing to disclose material information concerning its services which
28

1 was known at the time of an advertisement or sale when the failure to disclose the
2 information was intended to induce the consumer to enter into the transaction.

3 205. Defendants' representations and omissions were material because they were
4 likely to deceive reasonable consumers.

5 206. Defendants intended to mislead Plaintiff and Colorado Subclass members and
6 induce them to rely on its misrepresentations and omissions.

7 207. Had Defendants disclosed to Plaintiff and Colorado Subclass members that it
8 misrepresented the timing of transfer Plaintiff would not have continued to use the
9 subscriptions.

10 208. Plaintiff and the Colorado Subclass members acted reasonably in relying on
11 Defendants' misrepresentations and omissions, the truth of which they could not have
12 discovered.

13 209. Defendants acted intentionally, knowingly, and maliciously to violate
14 Colorado's Consumer Protection Act, and recklessly disregarded Plaintiff and Subclass
15 members' rights.

16 210. As a direct and proximate result of Defendants' deceptive trade practices,
17 Colorado Subclass members suffered injuries to their legally protected interests.

18 211. Defendants' deceptive trade practices significantly impact the public, because
19 Flipcause's failure has harmed the operation and mission of Plaintiff's nonprofits.

20 212. Plaintiffs and Colorado Subclass members seek all monetary and non-
21 monetary relief allowed by law, including the greater of: (a) actual damages, or (b) \$500,
22 or (c) three times actual damages (for bad faith conduct); injunctive relief; and reasonable
23 attorneys' fees and costs.
24

25
26 **ELEVENTH CAUSE OF ACTION : MINNESOTA UNIFORM DECEPTIVE**
27 **TRADE PRACTICES ACT. MINN. STAT. §§ 325D.43, ET SEQ. (RECYCLING**
28

ASSOCIATION OF MINNESOTA INDIVIDUALLY AND ON BEHALF OF
MINNESOTA SUBCLASS AGAINST ALL DEFENDANTS)

213. The Minnesota Plaintiff(s) identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the Minnesota Subclass, restates each and every paragraph of this Complaint as if fully rewritten herein.

214. By engaging in deceptive trade practices in the course of its business and vocation, directly or indirectly affecting the people of Minnesota, Defendants violated Minn. Stat. § 325D.44, including the following provisions: representing that its goods and services had characteristics, uses, and benefits that they did not have, in violation of Minn. Stat. §325D.44(1)(5); representing that goods and services are of a particular standard or quality when they are of another, in violation of Minn. Stat. § 325D.44(1)(7); advertising goods and services with intent not to sell them as advertised, in violation of Minn. Stat. § 325D.44(1)(9); and engaging in other conduct which similarly creates a likelihood of confusion or misunderstanding, in violation of Minn. Stat. § 325D.44(1)(13).

215. Defendants’ representations and omissions were material because they were likely to deceive reasonable consumers.

216. Defendants intended to mislead Plaintiff and Minnesota Subclass members and induce them to rely on its misrepresentations and omissions.

217. Had Defendants disclosed the problems with payment processing times, it could not continue its business and it would have been forced to disclose the problems.

218. Plaintiff and the Minnesota Subclass members acted reasonably in relying on Defendants’ misrepresentations and omissions and allowed more donor funds to be paid to Defendants, the truth of which they could not have discovered.

219. Defendants acted intentionally, knowingly, and maliciously to violate Minnesota’s Uniform Deceptive Trade Practices Act, and recklessly disregarded Plaintiff

1 and Minnesota Subclass members' rights.

2 220. As a direct and proximate result of Defendants' deceptive trade practices,
3 Plaintiff and Minnesota Subclass members have suffered and will continue to suffer injury,
4 ascertainable losses of money or property, and monetary and non-monetary damages,
5 including not receiving the benefit of the subscription they paid for and increased time and
6 expense in dealing with fund withholding issues.

7 221. Plaintiff and Minnesota Subclass members seek all monetary and non-
8 monetary relief allowed by law, including injunctive relief and attorneys' fees and costs.

9 **TWELFTH CAUSE OF ACTION : PENNSYLVANIA UNFAIR TRADE**
10 **PRACTICES AND CONSUMER PROTECTION LAW, 73 PA. CONS. STAT. §§**
11 **201-2 & 201-3, ET SEQ (TEAM SUNSHINE PERFORMANCE INDIVIDUALLY AND**
12 **ON BEHALF OF PENNSYLVANIA SUBCLASS AGAINST ALL DEFENDANTS)**

13
14 222. The Pennsylvania Plaintiff(s) identified above ("Plaintiff," for purposes of
15 this Count), individually and on behalf of the Pennsylvania Subclass, repeats and alleges
16 the paragraph of this Complaint as if fully alleged herein.

17 223. Defendants are a "person," as meant by 73 Pa. Cons. Stat. § 201-2(2).

18 224. Plaintiff and Pennsylvania Subclass members purchased goods and services
19 in "trade and commerce," defined to include distribution of any services, any property, or
20 any other thing of value. Pa. Stat. Ann. tit. 73, § 201-2(3)

21 225. Defendants engaged in unfair methods of competition and unfair or deceptive
22 acts or practices in the conduct of its trade and commerce in violation of 73 Pa. Cons. Stat.
23 Ann. § 201-3, including the following: (a) Representing that its goods and services have
24 characteristics, uses, benefits, and qualities that they do not have (73 Pa. Stat. Ann. § 201-
25 2(4)(v)); (b) Representing that its goods and services are of a particular standard or quality
26 if they are another (73 Pa. Stat. Ann. § 201-2(4)(vii)); and (c) Advertising its goods and
27

1 services with intent not to sell them as advertised (73 Pa. Stat. Ann. § 201-2(4)(ix)).

2 226. Defendants' representations and omissions were material because they were
3 likely to deceive reasonable consumers.

4 227. Defendants intended to mislead Plaintiff and Pennsylvania Subclass members
5 and induce them to rely on their misrepresentations and omissions.

6 228. Had Defendants disclosed to Plaintiffs and Pennsylvania Subclass members
7 that it misrepresented the problems and delays in payment transfers they would have been
8 unable to continue in business and it would have been forced to disclose the problems.

9 229. Defendants acted intentionally, knowingly, and maliciously to violate
10 Pennsylvania Unfair Trade Practices and Consumer Protection Law, and recklessly
11 disregarded Plaintiff and Pennsylvania Subclass members' rights.

12 230. Defendants' unfair methods of competition and unfair or deceptive acts or
13 practices and Plaintiff's and the Pennsylvania Subclass' reliance on them, Plaintiff and
14 Pennsylvania Subclass members have suffered and will continue to suffer injury,
15 ascertainable losses of money or property, and monetary and non-monetary damages.

16 231. Plaintiff and Pennsylvania Subclass members seek all monetary and non-
17 monetary relief allowed by law, including actual damages or statutory damages of \$100
18 (whichever is greater), treble damages, attorneys' fees and costs, and any additional relief
19 the Court deems necessary or proper.
20

21 **THIRTEENTH CAUSE OF ACTION : OREGON UNLAWFUL TRADE**
22 **PRACTICES ACT, OR. REV. STAT. §§ 646.608, ET SEQ. (GARDEN OF PEACE**
23 **INDIVIDUALLY AND ON BEHALF OF OREGON SUBCLASS AGAINST ALL**
24 **DEFENDANTS)**

25
26 232. The Oregon Plaintiff(s) identified above ("Plaintiff," for purposes of this
27 Count), individually and on behalf of the Oregon Subclass, repeats and alleges the
28

1 paragraphs in this Complaint as if fully alleged herein.

2 233. Defendants are a “person,” as defined by Or. Rev. Stat. § 646.605(4).

3 234. Defendants engaged in the sale of “goods and services,” as defined by Or.
4 Rev. Stat. § 646.605(6)(a).

5 235. Defendants advertised, offered, or sold goods or services in Oregon and
6 engaged in trade or commerce directly or indirectly affecting the people of Oregon.

7 236. Defendants engaged in unlawful practices in the course of its business and
8 occupation, in violation of Or. Rev. Stat. § 646.608, included the following: (a)
9 Representing that its goods and services have approval, characteristics, uses, benefits, and
10 qualities that they do not have, in violation of Or. Rev. Stat. § 646.608(1)(e); (b)
11 Representing that its goods and services are of a particular standard or quality if they are
12 of another, in violation of Or. Rev. Stat. § 646.608(1)(g); (c) Advertising its goods or
13 services with intent not to provide them as advertised, in violation of Or. Rev. Stat. §
14 646.608(1)(i); and (d) Concurrent with tender or delivery of its goods and services, failing
15 to disclose any known material defect, in violation of Or. Rev. Stat. § 646.608(1)(t).

16 237. Defendants’ representations and omissions were material because they were
17 likely to deceive reasonable consumers.

18 238. Defendants intended to mislead Plaintiff and Oregon Subclass members and
19 induce them to rely on its misrepresentations and omissions.

20 239. Had Defendants disclosed to Plaintiffs and Oregon Subclass regarding the
21 delay and failure to transfer funds Defendants would have been unable to continue its
22 business, and it would have been forced to disclose the problems.

23 240. Plaintiff and the Oregon Subclass members acted reasonably in relying on
24 Defendants’ misrepresentations and omissions, the truth of which they could not have
25 discovered.

26 241. Defendants intentionally, knowingly, and maliciously to violate Oregon’s
27
28

Unlawful Trade Practices Act, and recklessly disregarded Plaintiff and Oregon Subclass members' rights.

242. As a direct and proximate result of Defendants' unlawful practices, Plaintiff and Oregon Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, and increased time and expense in dealing with the fund transfer failure issues.

243. Plaintiff and Oregon Subclass members seek all monetary and non-monetary relief allowed by law, including equitable relief, actual damages or statutory damages of \$200 per violation (whichever is greater), punitive damages, and reasonable attorneys' fees and costs.

**FOURTEENTH CAUSE OF ACTION : ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS §§ 505, ET SEQ.**

**(CHICAGO COALITION FOR FAMILY BUILDING INDIVIDUALLY AND ON
BEHALF OF ILLINOIS SUBCLASS AGAINST ALL DEFENDANTS)**

244. The Illinois Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Illinois Subclass, repeats and all paragraphs in this Complaint as if alleged herein.

245. Defendants are a "person" as defined by 815 ILCS §§ 505/1(c).

246. Plaintiff and Illinois Subclass members are "consumers" as defined by 815 ILCS §§ 505/1(e).

247. Defendants' conduct as described herein was in the conduct of "trade" or "commerce" as defined by 815 ILCS § 505/1(f).

248. Defendants' deceptive, unfair, and unlawful trade acts or practices, in violation of 815 ILCS § 505/2.

249. Defendants' representations and omissions were material because they were

1 likely to deceive reasonable consumers.

2 250. Defendants intended to mislead Plaintiff and Illinois Subclass members and
3 induce them to rely on its misrepresentations and omissions.

4 251. The above unfair and deceptive practices and acts by Defendants were
5 immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury that
6 these consumers could not reasonably avoid; this substantial injury outweighed any benefit
7 to consumers or to competition.

8 252. Defendants acted intentionally, knowingly, and maliciously to violate
9 Illinois's Consumer Fraud Act, and recklessly disregarded Plaintiff and Illinois Subclass
10 members' rights.

11 253. As a direct and proximate result of Defendants' unfair, unlawful, and
12 deceptive acts and practices, Plaintiff and Illinois Subclass members have suffered and will
13 continue to suffer injury, ascertainable losses of money or property, and monetary and non-
14 monetary damages, including from not receiving the benefit of their bargain in purchasing
15 subscriptions, and increased time and expense in dealing with Defendants' failure to
16 transfer funds.

17 254. Plaintiff and Illinois Subclass members seek all monetary and non-monetary
18 relief allowed by law, including damages, restitution, punitive damages, injunctive relief,
19 and reasonable attorneys' fees and costs.
20

21 **FIFTEENTH CAUSE OF ACTION: MISSOURI MERCHANDISE PRACTICES**
22 **ACT, MO. REV. STAT. §§ 407.010, ET SEQ. (EAST GRAND COMMUNITY**
23 **SERVICES INDIVIDUALLY AND ON BEHALF OF MISSOURI SUBCLASS AGAINST**
24 **ALL DEFENDANTS)**
25

26
27 255. The Missouri Plaintiff(s) identified above ("Plaintiff," for purposes of this
28

Count), individually and on behalf of the Missouri Subclass, repeats and alleges the paragraphs in this Complaint as if fully alleged herein.

256. Defendants are a “person” as defined by Mo. Rev. Stat. § 407.010(5).

257. Defendants advertised, offered, or sold goods or services in Missouri and engaged in trade or commerce directly or indirectly affecting the people of Missouri, as defined by Mo. Rev. Stat. § 407.010(4), (6) and (7).

258. Plaintiff and Missouri Subclass members purchased from Defendants, “merchandise” to include “intangibles” and “services,” and “trade or commerce” which is broadly defined to include distribution of “any property” and “any . . . other thing of value.” Mo. Rev. Stat. § 407.010(4), (7).

259. Defendants engaged in unlawful, unfair, and deceptive acts and practices, in connection with the sale or advertisement of merchandise in trade or commerce, in violation of Mo. Rev. Stat. § 407.020(1), as described herein.

260. Defendants’ representations and omissions were material because they were likely to deceive reasonable consumers.

261. Defendants intended to mislead Plaintiff and Missouri Subclass members and induce them to rely on its misrepresentations and omissions.

262. Defendants acted intentionally, knowingly, and maliciously to violate Missouri’s Merchandise Practices Act, and recklessly disregarded Plaintiff and Missouri Subclass members’ rights.

263. As a direct and proximate result of Defendants’ unlawful, unfair, and deceptive acts and practices, Plaintiff and Missouri Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their subscription, and increased time and expense in dealing with the Defendants’ fund transfer failure issues.

264. Plaintiff and Missouri Subclass members seek all monetary and non-monetary

1 relief allowed by law, including actual damages, punitive damages, attorneys' fees and
 2 costs, injunctive relief, and any other appropriate relief.
 3

4 **SIXTEENTH CAUSE OF ACTION: CONNECTICUT UNFAIR TRADE**
 5 **PRACTICES ACT, C.G.S.A. § 42-110G (MS PRESIDENT US AND US**
 6 **SUBMARINE VETERANS CHARITABLE FOUNDATION (USSVCF))**
 7 **INDIVIDUALLY AND ON BEHALF OF CONNECTICUT SUBCLASS AGAINST ALL**
 8 **DEFENDANTS)**
 9

10 265. The Connecticut Plaintiff(s) identified above ("Plaintiff," for purposes of this
 11 Count), individually and on behalf of the Connecticut Subclass, repeats and alleges
 12 paragraphs in this Complaint, as if fully alleged herein.
 13

14 266. Defendants' is a "person" as defined by C.G.S.A. § 42-110a(3).

15 267. Defendants are engaged in "trade" or "commerce" as those terms are defined
 16 by C.G.S.A. § 42-110a(4).

17 268. Defendants advertised, offered, or sold goods or services in Connecticut, and
 18 engaged in trade or commerce directly or indirectly affecting the people of Connecticut.

19 269. Defendants engaged in deceptive acts and practices and unfair acts and
 20 practices in the conduct of trade or commerce, in violation of the C.G.S.A. § 42-110b,
 21 including: (a) Representing that goods or services have sponsorship, approval,
 22 characteristics, ingredients, uses, benefits, or qualities that they do not have; (b)
 23 Representing that goods or services are of a particular standard, quality, or grade, or that
 24 goods are of a particular style or model, if they are of another; and (c) Engaging in any
 25 other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade
 26 or commerce.

27 270. Defendants' representations and omissions were material because they were
 28

1 likely to deceive reasonable consumers.

2 271. Defendants intended to mislead Plaintiff and Connecticut Subclass members
3 and induce them to rely on its misrepresentations and omissions.

4 272. Had Defendants disclosed to Plaintiff and Connecticut Subclass members that
5 they could not transfer funds due to problems they face, they would have been unable to
6 continue in business and would have been forced to disclose the problems.

7 273. Plaintiff and the Connecticut Subclass members acted reasonably in relying
8 on Defendants' misrepresentations and omissions, the truth of which they could not have
9 discovered.

10 274. Defendants acted intentionally, knowingly, and maliciously to violate the
11 Connecticut Unfair Trade Practices Act, and recklessly disregarded Plaintiff and
12 Connecticut Subclass members' rights.

13 275. As a direct and proximate result of Defendants' deceptive acts and practices,
14 Plaintiff and Connecticut Subclass members have suffered and will continue to suffer
15 injury, ascertainable losses of money or property, and monetary and non-monetary
16 damages, including from not receiving the benefit of their bargain in purchasing the
17 subscription, and increased time and expense in dealing with fund transfer delays and
18 failures.

19 276. Defendants' deceptive acts and practices caused substantial, ascertainable
20 injury to Plaintiff and Connecticut Subclass members, which they could not reasonably
21 avoid, and which outweighed any benefits to consumers or to competition.

22 277. Defendants' violations of Connecticut law were done with reckless
23 indifference to the Plaintiff and the Connecticut Subclass or was with an intentional or
24 wanton violation of those rights.

25 278. Plaintiffs request damages in the amount to be determined at trial, including
26 statutory and common law damages, attorneys' fees, and punitive damages.
27

SEVENTEENTH CAUSE OF ACTION: TENNESSEE CONSUMER
PROTECTION ACT (T. C. A. § 47-18-101, ET SEQ.) (SOLDIERS AND FAMILIES
EMBRACED INDIVIDUALLY AND ON BEHALF OF TENNESSEE SUBCLASS
AGAINST ALL DEFENDANTS)

279. The Tennessee Plaintiff(s) identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the Tennessee Subclass, repeats and alleges this Complaint’s paragraphs as if fully alleged herein.

280. Defendants are a “person,” as defined by Tenn. Code § 47-18-103(13).

281. Plaintiff and Tennessee Subclass members are “consumers,” as meant by Tenn. Code § 47-18-103(2).

282. Defendants advertised and sold “goods” or “services” in “consumer transaction[s],” as defined by Tenn. Code §§ 47-18-103(7), (18) & (19).

283. The Tennessee Consumer Protection Act (hereinafter TCPA) is expressly intended to protect “consumers” like Plaintiff and Class members from unfair or deceptive trade practices.

284. Defendants advertised, offered, or sold goods or services in Tennessee and engaged in trade or commerce directly or indirectly affecting the people of Tennessee, as defined by Tenn. Code §§ 47-18-103(7), (18) & (19). And Defendants’ acts or practices affected the conduct of trade or commerce, under Tenn. Code § 47-18-104.

285. Defendants intended to mislead Plaintiff and Tennessee Subclass members and induce them to rely on its misrepresentations and omissions.

286. Defendants’ representations and omissions were material because they were likely to deceive reasonable consumers.

287. Had Defendants disclosed to Plaintiffs and Tennessee Subclass members that

1 it misrepresented the fund transfer problems, they would have been unable to continue in
2 business and it would have been forced to disclose the problems.

3 288. Plaintiff and the Tennessee Subclass members acted reasonably in relying on
4 Defendants' misrepresentations and omissions, the truth of which they could not have
5 discovered.

6 289. By misrepresenting and omitting material facts, Defendants violated the
7 provisions of Tenn. Code § 47-18-104(b).

8 290. Defendants acted intentionally, knowingly, and maliciously to violate
9 Tennessee's Consumer Protection Act, and recklessly disregarded Plaintiff and Tennessee
10 Subclass members' rights.

11 291. As a direct and proximate result of Defendants' unfair and deceptive acts or
12 practices, Plaintiff and Tennessee Subclass members have suffered and will continue to
13 suffer injury, ascertainable losses of money or property, and monetary and non-monetary
14 damages, including from not receiving the benefit of their bargain in purchasing
15 subscriptions, and increased time and expense in dealing with failed fund transfer issues.

16 292. Defendants' violations present a continuing risk to Plaintiff and Tennessee
17 Subclass members as well as to the general public.

18 293. Plaintiff and Tennessee Subclass members seek all monetary and non-
19 monetary relief allowed by law, including injunctive relief, actual damages, treble damages
20 for each willful or knowing violation, attorneys' fees and costs, and any other relief that is
21 necessary and proper.
22

23
24 **EIGHTEENTH CAUSE OF ACTION: WASHINGTON CONSUMER**
25 **PROTECTION ACT (WASH. REV. CODE ANN. § 19.86.010, ET SEQ.)**
26
27
28

(WASHINGTON STATE CRIME PREVENTION ASSOCIATION INDIVIDUALLY
AND ON BEHALF OF WASHINGTON SUBCLASS AGAINST ALL DEFENDANTS)

294. The Washington Plaintiff(s) identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the Washington Subclass, repeats and alleges this Complaint’s paragraphs as if fully alleged herein.

295. Plaintiff brings this Count on behalf of all Class members.

296. The Washington Consumer Protection Act (“Washington CPA”) broadly prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” WASH. REV. CODE ANN. § 19.96.010.

297. Defendants’ acts complained of herein are deceptive and unfair within the meaning of the Washington CPA. WASH. REV. CODE ANN. § 19.96.010.

298. Defendants committed the acts complained of herein in the course of “trade” or “commerce” within the meaning of the Washington CPA. WASH. REV. CODE ANN. § 19.96.010.

299. Defendants’ deceptive and unfair practices, as alleged herein, are injurious to the public interest as they have the capacity to injure other persons.

300. Plaintiff and the Class members purchased the Flipcause subscriptions which allowed for donors to give funds for Plaintiff’s charitable organizational mission.

301. Defendants’ deceptive and unfair practices, as alleged herein, injured Plaintiff and the Class in their business or property due to Defendants’ misrepresentation about its ability transfer funds to Plaintiff.

302. Plaintiff and the Class would not have purchased Defendants’ subscriptions had they known about Defendants’ misrepresentations.

303. Defendants are liable to Plaintiff and the Class for damages in amounts to be proven at trial, including attorneys’ fees, costs, and treble damages, as well as any other

remedies the Court may deem appropriate under WASH. REV. CODE ANN. § 19.86.090.

**NINETEENTH CAUSE OF ACTION: NORTH CAROLINA UNFAIR TRADE
PRACTICES ACT, N.C. GEN. STAT. ANN. §§ 75-1.1, ET SEQ. (HUNGER
COALITION OF TRANSYLVANIA COUNTY AND TREES FOR THE TRIANGLE
INDIVIDUALLY AND ON BEHALF OF NORTH CAROLINA SUBCLASS AGAINST ALL
DEFENDANTS)**

304. The North Carolina Plaintiff(s) identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the North Carolina Subclass, repeats and alleges paragraphs in the Complaint as if fully alleged herein.

305. Defendants advertised, offered, or sold goods or services in North Carolina and engaged in trade or commerce directly or indirectly affecting the people of North Carolina, as defined by N.C. Gen. Stat. Ann. § 75-1.1(b).

306. Defendants engaged in unfair and deceptive acts and practices in or affecting commerce, in violation of N.C. Gen. Stat. Ann. § 75-1.1, as described herein.

307. Defendants’ representations and omissions were material because they were likely to deceive reasonable consumers.

308. Defendants intended to mislead Plaintiff and North Carolina Subclass members and induce them to rely on its misrepresentations and omissions.

309. Had Defendants disclosed to Plaintiff and North Carolina Subclass members that it misrepresented the fund transfer process and ability, it would have been unable to continue in business and it would have been forced to disclose the problems.

310. Plaintiff and the North Carolina Subclass members acted reasonably in relying on Defendants’ misrepresentations and omissions, the truth of which they could not have discovered.

1 311. Defendants acted intentionally, knowingly, and maliciously to violate North
2 Carolina's Unfair Trade Practices Act, and recklessly disregarded Plaintiff and North
3 Carolina Subclass members' rights.

4 312. As a direct and proximate result of Defendants' unfair and deceptive acts and
5 practices, Plaintiff and North Carolina Subclass members have suffered and will continue
6 to suffer injury, ascertainable losses of money or property, and monetary and non-monetary
7 damages, including from not receiving the benefit of their bargain in purchasing their
8 subscription, and increased time and expense in dealing with delayed and failed funds.

9 313. Defendants' unfair and deceptive conduct as alleged herein are continuous.

10 314. Plaintiff and North Carolina Subclass members seek all monetary and non-
11 monetary relief allowed by law, including actual damages, treble damages, and attorneys'
12 fees and costs.

13
14 **TWENTIETH CAUSE OF ACTION: FLORIDA DECEPTIVE AND UNFAIR**
15 **TRADE PRACTICES ACT, FLA. STAT. §§ 501.201, ET SEQ. (ANGELS FOR**
16 **CHANGE INDIVIDUALLY AND ON BEHALF OF FLORIDA SUBCLASS AGAINST**
17 **ALL DEFENDANTS)**
18

19
20 315. The Florida Plaintiff(s) identified above ("Plaintiff," for purposes of this
21 Count) individually and on behalf of the Florida Subclass, repeats and alleges the
22 paragraphs in this complaint, as if fully alleged herein.

23 316. Defendants advertised, offered, or sold goods or services in Florida and
24 engaged in trade or commerce directly or indirectly affecting the people of Florida.

25 317. Defendants engaged in unconscionable, unfair, and deceptive acts and
26 practices in the conduct of trade and commerce, in violation of Fla. Stat. § 501.204(1).

27 318. Defendants' representations and omissions were material because they were
28

1 likely to deceive reasonable consumers.

2 319. Had Defendants disclosed to Plaintiff and Florida Subclass members that it
3 misrepresented the fund transfer timing and ability, they would have been unable to
4 continue in business and it would have been forced to disclose the problems.

5 320. Plaintiff and the Florida Subclass members acted reasonably in relying on
6 Defendants' misrepresentations and omissions, the truth of which they could not have
7 discovered.

8 321. As a direct and proximate result of Defendants' unconscionable, unfair, and
9 deceptive acts and practices, Plaintiff and Florida Subclass members have suffered and will
10 continue to suffer injury, ascertainable losses of money or property, and monetary and non-
11 monetary damages, including from not receiving the benefit of their bargain in purchasing
12 the subscriptions, and increased time and expense in dealing with delayed and failed fund
13 transfer issues.

14 322. Plaintiff and Florida Subclass members seek all monetary and non-monetary
15 relief allowed by law, including actual or nominal damages under Fla. Stat. § 501.21;
16 declaratory and injunctive relief; reasonable attorneys' fees and costs, under Fla. Stat. §
17 501.2105(1); and any other relief that is just and proper.
18

19
20 **TWENTY-FIRST CAUSE OF ACTION: ARIZONA CONSUMER FRAUD ACT,**
21 **A.R.S. §§ 44-1521, ET SEQ. (TUCSON POPS ORCHESTRA AND NATIONAL**
22 **ASSOCIATION OF STATE TRUST LANDS INDIVIDUALLY AND ON BEHALF OF**
23 **ARIZONA SUBCLASS AGAINST ALL DEFENDANTS)**
24

25 323. The Arizona Plaintiff(s) identified above ("Plaintiff," for purposes of this
26 Count), individually and on behalf of the Arizona Subclass, repeats and alleges the
27 paragraphs in the Complaint as if fully alleged herein.
28

1 324. Defendants are a “person” as defined by A.R.S. § 44-1521(6).

2 325. Defendants advertised, offered, or sold goods or services in Arizona and
3 engaged in trade or commerce directly or indirectly affecting the people of Arizona.

4 326. Defendants engaged in deceptive and unfair acts and practices,
5 misrepresentation, and the concealment, suppression, and omission of material facts
6 affecting the people of Arizona in connection with the sale and advertisement of
7 “merchandise” which includes a broad range of services. *See Haisch v. Allstate Ins. Co.*, 5
8 P.3d 940 (Ariz. App. 2000); Arizona Consumer Fraud Act, A.R.S. § 44-1521(5); A.R.S. §
9 44-1522(A).

10 327. Defendants’ representations and omissions were material because they were
11 likely to deceive reasonable consumers.

12 328. Defendants intended to mislead Plaintiff and Arizona Subclass members and
13 induce them to rely on its misrepresentations and omissions.

14 329. Had Defendants disclosed to Plaintiff and Arizona Subclass members that it
15 misrepresented the Devices and operating software, omitted material information regarding
16 the fund transfer ability and process, Defendants would have been unable to continue in
17 business, and it would have been forced to disclose the problems.

18 330. Plaintiff and the Arizona Subclass members acted reasonably in relying on
19 Defendants’ misrepresentations and omissions, the truth of which they could not have
20 discovered.

21 331. Defendants intentionally, knowingly, and maliciously to violate Arizona’s
22 Consumer Fraud Act, and recklessly disregarded Plaintiff and Arizona Subclass members’
23 rights.

24 332. As a direct and proximate result of Defendants’ unfair and deceptive acts and
25 practices, Plaintiff and Arizona Subclass members have suffered and will continue to suffer
26 injury, ascertainable losses of money or property, and monetary and non-monetary
27

1 damages, including from not receiving the benefit of their bargain in purchasing the
 2 subscription, and increased time and expense in dealing with delayed and failed fund
 3 transfer issues.

4 333. Plaintiff and Arizona Subclass members seek all monetary and non-monetary
 5 relief allowed by law, including compensatory damages; disgorgement; punitive damages;
 6 injunctive relief; and reasonable attorneys' fees and costs.

7
 8 **TWENTY-SECOND CAUSE OF ACTION: IOWA PRIVATE RIGHT OF ACTION**
 9 **FOR CONSUMER FRAUDS ACT, IOWA CODE § 714H (WEST LIBERTY YOUTH**
 10 **DREAM CATCHERS INC. INDIVIDUALLY AND ON BEHALF OF IOWA SUBCLASS**
 11 **AGAINST ALL DEFENDANTS)**
 12

13 334. The Iowa Plaintiff(s) identified above ("Plaintiff," for purposes of this Count),
 14 individually and on behalf of the Iowa Subclass, repeats and alleges Paragraphs 1-472, as
 15 if fully alleged herein.

16 335. Defendants are a "person" as defined by Iowa Code § 714H.2(7).

17 336. Plaintiff and Iowa Subclass members are "consumers" as defined by Iowa
 18 Code § 714H.2(3).

19 337. Defendants' conduct described herein related to the "sale" or "advertisement"
 20 of "merchandise" as defined by Iowa Code §§ 714H.2(2), (6), & (8).

21 338. Defendants engaged in unfair, deceptive, and unconscionable trade practices,
 22 in violation of the Iowa Private Right of Action for Consumer Frauds Act, as described
 23 throughout and herein.

24 339. Defendants' representations and omissions were material because they were
 25 likely to deceive reasonable consumers.

26 340. Defendants intended to mislead Plaintiff and Iowa Subclass members and
 27

1 induce them to rely on its misrepresentations and omissions.

2 341. Defendants acted intentionally, knowingly, and maliciously to violate Iowa's
3 Private Right of Action for Consumer Frauds Act, and recklessly disregarded Plaintiff and
4 Iowa Subclass members' rights despite knowledge of the failures in payment transfer
5 process and ability.

6 342. As a direct and proximate result of Defendants' unfair, deceptive, and
7 unconscionable conduct, Plaintiff and Iowa Subclass members have suffered and will
8 continue to suffer injury, ascertainable losses of money or property, and monetary and non-
9 monetary damages, including from not receiving the benefit of their bargain in purchasing
10 the subscription, and increased time and expense in dealing with failed and delayed fund
11 transfer issues.

12 343. Plaintiff and Iowa Subclass members seek all monetary and non-monetary
13 relief allowed by law, including injunctive relief, damages, punitive damages, and
14 reasonable attorneys' fees and costs.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, the putative representative Plaintiffs, on behalf of themselves and the
17 putative members of the class defined herein prays for judgment against the Defendants as
18 follows:
19

20 A. For an order certifying this action and/or common issues raised herein as a "Class
21 Action under the appropriate provision of Federal Rule of Civil Procedure 23(a),
22 23(b)(2) and/or (b)(3); designating Class Representatives; and appointing the
23 undersigned to serve as class counsel.

24 B. For notice of class certification and of any relief to be disseminated to all Class
25 Members and for such other further notices as this Court deems appropriated under
26 Fed. R. Civ. P. 23(d)(2);

27 C. For an order barring Defendants from destroying or removing any computer or
28

1 similar records which record evidence related to the claims above.

2 D. For an order barring Defendants from attempting, on their own or through their
3 agents, to induce any putative Class Members to sign any documents which in any
4 way releases any of the claims of any Putative Class Members;

5 E. For and order granting declaratory and preliminary and permanent injunctive
6 relief to Plaintiffs as permitted by law or equity, including: enjoining Defendants
7 from continuing the unlawful practices as set forth herein, and directing Defendants
8 to identify, with Court supervision, all plaintiff and class members and pay them,
9 restitution and disgorgement of all monies acquired by Defendants by means of any
10 act or practice declared by the Court to be wrongful;

11 F. For an award of compensatory damages in the amount exceeding \$5,000,000, to
12 be determined by proof of all injuries and damages described herein and to be proven
13 at trial;

14 G. Awarding Plaintiffs and the National Class and Sub-Class members appropriate
15 relief, including actual and statutory damages;

16 H. Awarding Plaintiffs, the National Class and Sub-Class members punitive
17 damages to the extent allowable by law, in an amount to be proven at trial;

18 I. Awarding restitution and disgorgement of Defendants' revenues to the Plaintiffs
19 and the proposed Class and Sub-Class members;

20 J. Ordering Defendants to change their misrepresentations and engage in a corrective
21 advertising campaign;

22 K. Awarding Plaintiffs and the Class reasonable attorney's fees and costs of
23 prosecuting this action, including expert witness fees;

24 L. Awarding pre-judgment and post-judgment interest; and

25 M. Providing such other relief as may be just and proper.
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs individually and on behalf of the putative class hereby demand a trial by jury for all issues a jury may properly decide and for all of the requested relief that a jury may award.

Dated: November 11, 2025

Respectfully submitted,

By:



Juyoun Han, Esq. (seeking pro hac application)
Eric Baum, Esq. (seeking pro hac application)
EISENBERG & BAUM, LLP
24 Union Square East, PH
New York, NY 10003
Attorneys for Plaintiff