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and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

DANIEL OGLANDER, individually and on behalf of all others similarly situated, Plaintiff v. TAX RISE, INC., a California corporation; MIADVG, LLC, a California limited liability company, ESSAM ABDULLAH, an individual; and DOES 1-50, inclusive, Defendants	Case No. 30-2023-01347301-CU-FR-CXC Hon. David A. Hoffer Dept. CX-103 **SECOND AMENDED CLASS ACTION COMPLAINT** Complaint Filed: Sept. 8, 2023 First Amended Complaint Filed: Nov. 13, 2023 Trial Date: None set

Plaintiff Daniel Oglander, acting for himself and for all others similarly situated ("the Class" or "Class members"), complains as follows against Defendants Tax Rise, Inc., MIADVG, LLC, Essam Abdullah and Does 1-50, inclusive (collectively, "Defendants") as follows:

1. Introduction

1. Defendant Tax Rise, Inc. ("TaxRise") claims to be the fastest growing tax relief company in the country. Its growth has come in no small part from fraudulently inducing anxious and financially vulnerable American consumers to pay thousands of dollars for savings that TaxRise failed to deliver.

2. In November 2022, facing substantial liability on his 2021 taxes, Plaintiff contacted TaxRise after seeing an Instagram ad touting TaxRise's success saving money for its clients. On November 8, 2022, Plaintiff agreed to pay TaxRise $500 for its a "Comprehensive Tax Investigation" in which TaxRise was to investigate Plaintiff's tax history and financial situation to determine his eligibility for various tax relief options.

3. TaxRise completed its investigation in about two weeks and scheduled Plaintiff for an "Upsale Call" with its Director of Sales, Lauren Stinson for November 29, 2022. During the call, which TaxRise recorded without Plaintiff's consent, Stinson induced Plaintiff to pay $14,000 for TaxRise's "resolution" service by claiming that the service would save him "at least $40,000."

4. Four months later, TaxRise notified Plaintiff that it had completed its "resolution" services by entering an Installment Agreement on his behalf. An Installment Agreement is an agreement with the IRS to pay the full amount owed over an extended period, during which penalties and interest continue to accrue. Qualifying taxpayers can readily obtain one by submitting a short application and paying a setup fee of $178 or less.

5. While Plaintiff was shocked to receive only an Installment Agreement, TaxRise had known this resolution was coming all along. On November 23, 2022, as part of its investigation, TaxRise prepared an internal Resolution Eligibility Determination that identified Installment Agreement as the only resolution Plaintiff was eligible for. Had TaxRise shared this determination with Plaintiff, he never would have purchased its "resolution" services.

6. In addition to deceiving Plaintiff, TaxRise breached its contractual obligation to file a “tax compliant petition” on Plaintiff’s behalf, failed to provide Plaintiff with notice and cancellation forms required by California’s Home Solicitation Sales Act (“HSSA”), and recorded certain of its calls to Plaintiff without his consent in violation of the California Invasion of Privacy Act (“CIPA”).

7. Plaintiff is informed and believes, and thereon alleges, that TaxRise’s unlawful conduct toward him is part of a systematic and ongoing pattern of unlawful conduct directed toward numerous other individuals in a substantially similar manner. Accordingly, Plaintiff brings this action on behalf of himself and a class, as well as subclasses, of similarly situated people who have been subjected to TaxRise’s unlawful conduct.

2. Parties and Related Entities

8. Plaintiff Daniel Oglander is an individual and a resident of the State of New York.

9. Defendant Tax Rise, Inc. is and at all times herein mentioned was a California corporation with its principal place of business located at 19900 MacArthur Blvd. in Irvine, CA 92614. TaxRise offers “tax relief” services to customers in Orange County, California, throughout California and across the United States. On information and belief, all of TaxRise’s conduct alleged herein was undertaken by TaxRise in Orange County, California.

10. Defendant Essam Abdullah (“Abdullah”), who on information and belief sometimes uses the name “Sam Abdullah” and the alias “Sam Price,” is an individual who at all times mentioned herein worked and resided in Orange County, California. Abdullah is TaxRise’s founder and CEO. On information and belief, Abdullah is integrally involved in managing and running TaxRise and participated directly in the unfair business practices and false advertising addressed herein.

11. In 2021, the California Department of Financial Protection and Innovation ordered Abdullah to cease and refrain from similar wrongful practices in connection with his now defunct debt relief company, Optima Advocates, Inc. (“Optima”), which he also ran from 19900 MacArthur Blvd. in Irvine. The Commissioner of Financial Protection and Innovation found that

Optima: (1) had "run a student loan debt relief scam," (2) "[m]isus[ed] legal jargon to confuse consumers," (3) "promised results it could never achieve and caused consumers to take on even more debt," and (4) "peddled false hope at a very high price." In or about June 2021, the Commissioner entered into a Settlement Agreement with Abdullah and Optima, which reflects that Optima and Abdullah "did not and do not contest the Order's findings and conclusions" and that they complied with the D&F Order by refunding fees received from California residents, paying the Commissioner $47,500 in penalties, and ensuring "that Optima Advocates, Abdullah, and any Affiliates do not offer or provide the student-loan debt-relief services described in the Order."

12. Defendant MIADVG, LLC ("MIADVG") is a California limited liability company also founded by Abdullah and, on information and belief, managed by Abdullah, its CEO. https://miadvg.com/. According to the California Secretary of State, MIADVG operates from 19900 MacArthur Blvd, Suite 500 in Irvine—the same building where TaxRise operates from another suite. Abdullah's TaxRise profile states that he founded MIADVG "to further develop cutting edge fintech and other ventures." On information and belief, TaxRise is MIADVG's primary client.

13. On information and belief, MIADVG and TaxRise work closely together and share some officers or employees (in addition to Abdullah) who are involved in carrying out TaxRise's fraudulent "tax relief" services, communicating with Class members, and transmitting information as part of the fraudulent scheme.

14. Defendants DOES 1 through 50 are persons or entities whose true names and capacities are presently unknown to Plaintiff and who therefore are sued by such fictitious names. Plaintiff is informed and believes and based thereon alleges that the fictitiously named defendants each perpetrated some or all of the wrongful acts alleged herein, are responsible in some manner for the matters alleged herein, and/or are jointly and severally liable to Plaintiff.

15. On information and belief, each of DOES 1-50 is the agent, servant, partner, joint-venturer, co-venturer, principal, director, officer, manager, employee, shareholder, or alter ego of

one or more of its co-defendants who aided, abetted, controlled, and directed or conspired with and acted in furtherance of said conspiracy with one or more of its co-defendants in performance of the acts and omissions described below and for the unlawful, fraudulent and deceptive purposes described below.

3. Venue

16. Venue is proper in this Court pursuant to Civil Code §1781(d) (providing that a CLRA action "may be commenced in the county in which the person against whom it is brought resides, has his or her principal place of business, or is doing business, or in the county where the transaction or any substantial portion thereof occurred) and/or Code of Civil Procedure § 395. Defendants reside and/or do business in this County and throughout California.

17. Defendants' tax resolution service agreements state they are "deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California."

4. Class Allegations

The Class

18. Plaintiff is a member of and seeks to represent a class (the "Class") defined as:

> All individuals who entered into a tax relief service agreement with Tax Rise, Inc. and in doing so paid fees of $25 or more during the period from March 14, 2019 until the date the Class is certified.

The Tax Resolution Sub-Class

19. Plaintiff also is a member of and seeks to represent a sub-class (the "Tax Resolution Sub-Class") defined as:

> All members of the Class who entered into a tax relief service agreement identifying "federal resolution" under "Service Type" whose sole IRS "resolution" was an installment agreement other than a partial pay installment agreement.

The Canceled Agreement Sub-Class

20. Plaintiff also is a member of and seeks to represent a sub-class (the "Canceled Agreement Sub-Class") defined as:

> All members of the Class who previously notified Tax Rise, Inc. in writing of their intention not to be bound by any service agreement(s) and/or requested a refund but did not receive a full refund(s) of fees paid.

The Unauthorized Recording Sub-Class

21. Plaintiff also is a member of and seeks to represent a sub-class (the "Unauthorized Recording Sub-Class") defined as:

> All members of the Class who, at any time from November 13, 2022 until the date of class certification, received one or more telephone calls from Tax Rise, Inc., which Tax Rise, Inc. recorded without first providing notice during the call that the call was being recorded, in which at least one of the call participants was using a cordless or cellular telephone.

22. Numerosity and Ascertainability: The proposed Class and sub-classes are so numerous that joinder is impractical. Plaintiff is informed and believes that the proposed Class contain at least tens of thousands of members and that the proposed sub-classes contain at least scores of members. Defendants possess the information necessary to identify the precise number of members. The size of the proposed Class and the identity of their members are, on information and belief, ascertainable from business records in Defendants' possession, custody or control. TaxRise's class liability for the call recording claim can be determined from the call recordings in its database.

23. Typicality: Plaintiff has claims typical of the claims of the Class and sub-class members. Plaintiff suffered injuries like those suffered by the other Class and sub-class members as a result of Defendants' common policies and practices.

24. Adequacy of representation: Plaintiff will fairly and adequately represent and protect the interests of absent Class members. His attorneys are experienced in the prosecution of

consumer class action litigation. He and they have no interests adverse to those of Class members.

25. Commonality: Common questions of law and fact exist as to all members of the Class and predominate over questions affecting only individual Class members. These common legal and factual questions include, without limitation:

a. Whether the transactions in question are within the scope of the Home Solicitation Sales Act, Cal. Civ. Code § 1689.5, *et seq.* (the "HSSA");

b. Whether Defendants violated the HSSA by failing to properly inform Plaintiff and Class members orally and in writing of their rights to cancel Defendants' services;

c. Whether Defendants violated the HSSA by failing to provide Class members with the required "Notice of Cancellation" forms;

d. Whether Plaintiff and Class members are entitled to cancellation and/or rescission and to refunds of amounts paid thereunder;

e. Whether Plaintiff and members of the Canceled Agreement Sub-Class are entitled to full refunds of all amounts paid to Defendants, plus interest;

f. Whether Defendants' representations and omissions are false, misleading or reasonably likely to deceive;

g. Whether TaxRise withheld material facts about its "tax relief" services that TaxRise was required to disclose;

h. Whether Defendants' service agreements violated the CLRA;

i. Whether Defendants' representations and omissions regarding their "tax relief" services violated the CLRA;

j. Whether the fees Defendants charged for Tax Resolution Sub-Class members' "resolutions" are unconscionable under California law;

k. Whether Defendants' conduct violated the UCL;

l. Whether Defendants breached their contracts as alleged herein;

m. Whether Defendants owed and breached fiduciary duties as alleged herein;

n. Whether Plaintiff and Class members are entitled to restitution of the amounts obtained by means of Defendants' wrongful conduct;

o. Whether Plaintiff and Class members have been damaged by Defendants' actions.

p. Whether Defendants had a policy or practice of recording calls with class members;

q. Whether Defendants had a policy or practice of not obtaining class members' consent to record and/or monitor conversations between Defendants' employees or agents, on the one hand, and class members, on the other;

r. Whether Defendants violated California Penal Code § 632.7 by recording and/or monitoring, surreptitiously and without disclosure at the call outset, cellular or cordless telephone conversations (1) between class members using cellular and cordless telephones and Defendants' employees and agents and (2) between class members using landline telephones and Defendants' employees and agents using cellular or cordless telephones;

s. Whether Plaintiff and class members are entitled to statutory damages of $5,000 under Penal Code § 637.2 for each CIPA call recording violation.

26. Predominance: The aforementioned common questions predominate over any individualized inquiries necessary to determine class liability and damages in this action.

27. Superiority: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that hundreds or thousands of individual actions would require. Because of the modest size of Class members' individual claims and the costs of litigation and securing legal counsel, relatively few Class members likely could effectively seek legal redress for Defendants' misconduct, and most thus would have no effective remedy at law. Individual lawsuits also would present the potential for inconsistent or contradictory judgments, whereas class relief can conserve the resources of the courts and parties.

5. General Allegations

A. TaxRise attracts vulnerable clients facing tax debt with claims of savings, phony customer testimonials, and outreach from a phony employee

28. Plaintiff works as an art advisor in New York City. 2021 was unexpectedly profitable for Plaintiff and he did not save enough to pay his taxes. As of November 2022, Plaintiff owed $161,609 on his 2021 federal taxes, including penalties of approximately $37,742, and approximately $30,000 in New York state taxes.

29. In early November, 2022, Plaintiff saw a TaxRise advertisement on Instagram that claimed TaxRise had achieved substantial savings for its clients. In reliance on the ad, Plaintiff contacted TaxRise by leaving a message or filling out an online inquiry form. In November 2022, facing substantial liability on his 2021 taxes, Plaintiff contacted TaxRise after seeing an Instagram ad touting TaxRise's success saving money for its clients.

30. From November 5, 2022 to November 8, 2022, TaxRise sent Plaintiff daily emails, purportedly from Appointment Manager David Young, urging him to contact TaxRise for a free consultation to determine his eligibility for tax relief. Young's emails claimed that TaxRise "helped thousands resolve or eliminate their tax liability," "take[s] [the IRS] to court," and "fight[s] for you." Another claimed that, "I sincerely care that you, Daniel, are able to resolve your tax issue." Unbeknownst to Plaintiff, David Young did not really exist but was a phony "marketing persona" fabricated by TaxRise. TaxRise has admitted that for years it sent similar automated emails to potential customers from the fictional "David Young. Defendants also created a LinkedIn profile for "David Young" with an accompanying photo of "David Young" to deceive customers. That LinkedIn profile, which existed when Plaintiff filed suit, has since disappeared.

31. Plaintiff is informed and believes that some of the "success stories" that TaxRise has advertised during the Class Period, are—like fake TaxRise employee David Young—fictional, accompanied by fake names and photos of persons who were not real customers.

B. TaxRise initially contracts with customers to perform an investigation that includes a Resolution Eligibility Determination or R.E.D.

32. On November 8, 2022, Plaintiff called TaxRise and participated in a consultation call with sales representative Cody Abril. The call was recorded. Abril did not state that it was being recorded, but TaxRise claims it played a three-second “this call may be recorded” message at the outset of the call.

33. After collecting information from Oglander, Abril stated:

> So, now to go over exactly what we do to better help you and how the IRS works. The process is done in two phases. The first phase is the investigation and representation phase, and the second phase is the resolution. We have a rough outline of your financial profile from the information we gathered today. Now, I must back up that information with supporting documents. So, moving forward today, you will have a client portal where you can easily upload all documents that we will use to support your case. **That software we use will then qualify you for the best possible resolution so there’s no guesswork involved with our process**. …
>
> This prequalification process is called the resolution eligibility determination or what we call the RED, so once we notify the IRS of representation, we will be pulling all wage and income transcripts for all years with balances to come up with the best resolution strategy. …
>
> The IRS transcripts we pull in combination with the documents we collect from the RED will give us **clarity on your tax problem and allow us to have the highest level of certainty in regard to which program, you know, will best resolve your tax debt**. So, once our team is **confident on the best outcome**, we will then move forward into the second phase which is the actual resolution of your tax debt….
>
> [T]he retainer for the standard RED is $500 and this will cover all work up to your resolution. So, once we get to your resolution, those fees will be determined based on the entire scope of work and time frame to resolve your tax issue. So, basically, once we go to the resolution, that $500 fee will be credited towards that.
>
> [T]ypically, you can expect to set up your resolution call within, you know, it's between two and four weeks if, you know, you're

> able to pay for your RED in full today. Does that sound like it would work for you?

34. Oglander responded “Sure.” Abril proceeded to verbally obtain Oglander’s credit card number, which was used to collect the $500 fee for the resolution eligibility determination.

35. During the call, MIADVG, using a “HelloSign” application from California, emailed Plaintiff a service agreement for the first phase of TaxRise’s two-phase resolution process (a “Tax Investigation Service Agreement”), which Plaintiff signed. *See* **Exhibit 1.** Abril walked Plaintiff through electronically signing the Tax Investigation Service Agreement. Plaintiff signed the agreement while on the phone, in reliance on the foregoing representations. Plaintiff was not orally informed of any cancellation rights in connection with the Tax Investigation Service Agreement.

36. Plaintiff’s Tax Investigation Service Agreement stated that Plaintiff was retaining TaxRise “to complete a **Comprehensive Tax Investigation**.” It described the “services to be performed” as follows: (1) file “Form 8821 – Tax Information Authorization to gain privileged tax information”; (2) “Review IRS and or State taxing authority(s) master tax files regarding liability and statute of limitations”; and (3) “Order transcripts and record of accounts to determine best resolution process moving forward.”

37. During the November 8, 2022 call, Plaintiff also electronically signed a Form 8821 Tax Information Authorization and one or two Form 2848 Power of Attorney documents.

C. TaxRise determines that Plaintiff and other members of the Tax Resolution Sub-Class are not eligible for a reduction in their tax debt as part of its Phase I investigation

38. As part of its Phase I investigation, TaxRise obtained information regarding Plaintiff’s assets, income, expenses, and tax history. Among other things, the Comprehensive Tax Investigation revealed that: (1) the IRS penalized Plaintiff for late filing and late payment in tax year 2018, (2) Plaintiff did not file a federal tax return for tax year 2020, (3) Plaintiff had substantial monthly disposable income, and (4) Plaintiff likely had significant funds to pay towards tax liability.

39. Based on this information, TaxRise knew or should have known that Plaintiff was not eligible for a tax resolution that would have reduced his tax debt such as Penalty Abatement or an Offer In Compromise. Plaintiff was ineligible for First Time Abatement relief because he had received a penalty in the past three tax years and potentially because he had not yet filed his 2020 taxes. Plaintiff was ineligible for an Offer In Compromise based on his disposable income.

40. On November 23, 2022, TaxRise prepared a “Client R.E.D. Summary” for Plaintiff that identified Installment Agreement as his only potential resolution. The Client R.E.D. Summary notes:

> * If the taxpayer has an extraordinary consideration or special circumstance that may change the resolution type, please include with requested documents (examples such as high medical monthly payments, court ordered payments)

41. On information and belief, Tax Resolution Sub-Class members were ineligible for a reduction in their tax debt. On information and belief, TaxRise knew or should have known that Tax Resolution Sub-Class members were ineligible for a reduction in their tax debt based on the results of TaxRise’s Phase I investigation. On information and belief, TaxRise prepared a R.E.D. summary for each member of the Tax Resolution Sub-Class that identified Installment Agreement as the only resolution for which they were eligible.

42. TaxRise did not share Plaintiff’s R.E.D. with Plaintiff. Plaintiff is informed and believes that TaxRise did not share the R.E.D. with customers who are only deemed eligible for an Installment Agreement, including all or nearly all members of the Tax Resolution Sub-Class.

D. TaxRise induces Plaintiff and other members of the Tax Resolution Sub-Class to pay thousands of dollars for its phase two tax resolution services by falsely representing it will save them money

43. On November 23, 2022, TaxRise Sales Coordinator Aja Maez emailed Plaintiff to schedule a time for him to review the results of his tax investigation with a tax resolution officer. TaxRise refers to this appointment internally as the “Upsale Call” but calls it the “review and advise” call in communicating with customers. Plaintiff’s Upsale Call was scheduled for November 29, 2022 with TaxRise’s Director of Sales Lauren Stinson.

44. On November 29, 2022, Aja Maez placed the Upsale Call to Plaintiff and then transferred it to Stinson, who she introduced as a "tax analyst." TaxRise recorded Plaintiff's Upsale Call pursuant to its standard practice of recording all customer calls. Neither Maez, Stinson, nor anyone else obtained Plaintiff's consent to record the Upsale Call.

45. During the call, Stinson recounted that Plaintiff owed the IRS approximately $40,000 in penalties and then stated:

> [T]he first thing we're going to do is submit a penalty abatement to get them to reduce or eliminate the penalties. You have a good history of filing, paying, not having tax issues. So, they want to see how much we can knock down this 161,000 to right out of the gate. … And the nice thing about the penalty abatement is, number one, the IRS accepts them from us at a high rate. We submit a lot of them. Number two, it can be used in conjunction with the other resolutions the IRS has available.

46. Stinson went on to address three other resolution options: Currently Not Collectable Status, Offer in Compromise, and Installment Agreement. He told Oglander that Currently Not Collectable Status was "not going to be a great fit" because it requires zero or negative disposable income and that an Offer in Compromise "may not be the best solution for you" because Oglander "make[s] more than most people." With respect to the Installment Agreement option, Stinson said that TaxRise will "negotiate with them to take the lowest possible monthly payment" and that "in a lot of cases, we can potentially streamline the payment so that we don't pay additional interest and penalties on the account, which saves substantially over the course of time paying that." He also said: "what we don't do is the standard Installment Agreements like if somebody was to contact the IRS themselves or had somebody that didn't really know what they were doing try to contact the IRS where they put you in a forever payment plan where the majority of your payment is going towards penalties and interest and your balance never goes down." Stinson claimed that TaxRise would "attempt the same thing with the state."

47. Stinson provided the following recap:

> [O]ur goal here is going to be to go through some of the penalty abatement, get that knocked down so that we have a substantial

> drop. Again, if they're willing to forgive all the penalties, we're talking about reducing it by, you know, 40,000 just out the gate then. Get in there and negotiate with them to take the lowest monthly payment so it has the least impact on your monthly budget and make sure that the agreement is in place so that all your assets, your income and everything is protected month-in and month-out and you have nothing to worry about, right?

48. Stinson then told Plaintiff:

> I'm going to put you on a brief hold and … I'm just going to have my tax professionals, which are enrolled agents and tax attorneys, go through, hard-stamp the path that we just went over so that we're on the same page. … Then, I'll go to my finance team, they'll tell me the total cost of doing all the work, minus what you already paid for the investigation. I'll come back on the line, go over all that with you, you and I can work out the numbers, get the agreement taken care of for us to do the work and then we'll have you completely protected in writing, and we'll go over all the work.

49. While Plaintiff waited on hold, an automated recording claimed that TaxRise had over 25 years of experience. In truth TaxRise was just five years old at the time. The recording went on to state:

> [We] have helped thousands of taxpayers reduce their tax debt or even eliminate it completely. At Tax Rise, our customers are our top priority, and we work hard to get you the best possible solution for your tax debt that has become difficult or even impossible to manage. Thank you for your trust….

50. After a roughly ten-minute hold, Stinson returned and stated:

> Great news. *So the tax professionals looked at it. They said the exact same thing*. *Penalty abatement should knock a good amount, a fair amount of this [total liability] off, get it out of our hair*, then go in there, work with the IRS. Maximize any business expenditures you have to show the least amount of remaining income at the end of the month to get them to accept the lowest possible monthly payment. Keep you protected. Everything.

51. Stinson then said:

> So, *to do all the work here for our tax pros, including representing you for the State as well*, which I'll send you over the State power

> of attorney as part of the documents we sign. Again, keep you protected, do all the work, get the thing knocked out for you, total cost of service remaining on our end, after subtracting the $500 you already paid for the investigation, is $16,387.

52. The following discussion ensued:

> **Plaintiff :** So I'd have to pay $16,000 dollars to have all this work done?
>
> **Stinson:** That's the total cost of our service.
>
> **Plaintiff:** Whoa. Okay. That is a bit more than I thought. And how much do you think you could knock off if I pay that much?
>
> **Stinson:** *To begin with, again, we're looking at roughly around the $40,000 with the penalty abatement*, just to start, and then we believe we could get you into a very comfortable monthly payment where it's not going to have a huge impact on you, so I believe we'll pay for ourself.
>
> **Plaintiff:** So I'm basically paying $16,000 to save forty?
>
> **Stinson:** *To save at least forty.* Again, we're also going to work out the payment. We're also going to keep everything protected, represent you with the State as well, so we're going to do everything, A to Z, and make sure that everything you have is protected so you have nothing to concern yourself with or worry about while we're doing all the work.

53. On information and belief, it was TaxRise standard practice during Upsale Calls to tell members of the Tax Resolution Sub-Class that it would or would likely reduce their tax liability.

54. At no point during the Upsale Call did Stinson disclose to Plaintiff that he was only eligible for an Installment Agreement according to TaxRise's "proprietary" Resolution Eligibility Determination. On information and belief, it was TaxRise's standard practice to withhold this information from customers deemed eligible for only an Installment Agreement.

55. Stinson offered Plaintiff the company's standard "ten percent discount" to customers who pay the entire amount up front, which reduced the fee to $14,748. Plaintiff asked whether TaxRise would accept $14,000. Stinson told Plaintiff he would send a message to his

finance team asking if they would accept $14,000 paid up front and shortly thereafter reported that $14,000 was acceptable. Plaintiff gave Stinson his credit card number, expiration date and security code and Stinson used that information to collect the $14,000 fee. Stinson did not advise Plaintiff orally of his right to cancel this new service offer.

56. While the call was ongoing and, on information and belief, after Plaintiff made the payment, TaxRise (and/or its agent, MIADVG) transmitted a link to a service agreement for the second phase of TaxRise's two-phase resolution process (a "Tax Resolution Service Agreement"), which Plaintiff executed during the call. *See* **Exhibit 2.**

57. The Tax Resolution Service Agreement states that TaxRise's representation of Plaintiff will include the following services, among others:

> Prepare, file and negotiate a tax compliant petition through a tax relief program with an Offer in Compromise, Penalty Abatement, Deferred Offer in Compromise, Currently not Collectable (CNC) Status and or Installment Agreement for any outstanding balance for submission by client. Our tax professionals will determine what process and actions are appropriate for your particular case.

58. On information and belief, each member of the Tax Resolution Sub-Class entered a substantially similar Tax Resolution Service Agreement that required them to pay TaxRise thousands of dollars and obligated TaxRise to "[p]repare, file and negotiate a tax compliant petition." On information and belief, TaxRise did not intend to file anything constituting a "tax compliant petition" for Plaintiff or other members of the Tax Resolution Sub-Class. Instead, the term "tax compliant petition" is phony jargon intended to justify TaxRise's exorbitant Phase II fees. "Tax compliant petitions" are not required or used to enroll in Installment Agreements.

E. TaxRise enrolls Plaintiff and other members of the Tax Resolution Sub-Class in readily available Installment Agreements without reducing their tax debt

59. On January 6, 2023, TaxRise notified Plaintiff that it had received all of the required documents.

60. On March 19, 2023, concerned about pressure from the IRS, Plaintiff requested an update from his "Case Manager" Matthew Aldanese. Aldanese responded that he would "get in

touch with the Tax Professional assigned to your case and get you an update." On the morning of March 28, 2023, having heard nothing further, Plaintiff again requested an update from Aldanese.

61. TaxRise employee Yu Kyung Ha (aka Yukyung Ha) ("Ms. Ha") finally called the IRS on behalf of Plaintiff on the afternoon of March 28, 2023. Despite Stinson's claims that TaxRise would seek a penalty abatement "first thing" and "right out of the gate," Plaintiff is informed and believes that Ms. Ha's March 28, 2023 call is the first time TaxRise attempted to contact the IRS on his behalf regarding a potential resolution. Ms. Ha's "tax pro notes" indicate that the purpose of her call was to set up an Installment Agreement. Ms. Ha did not request a penalty abatement for Plaintiff during this call. According to the tax pro notes, she was unable to place Plaintiff into his predetermined "resolution" because his 2020 tax return still had not been filed.

62. On March 29, 2023, Aldanese e-mailed Plaintiff and requested proof that his 2020 tax return had been filed. Plaintiff's accountant informed Plaintiff that his 2020 tax return had not been accepted and promptly filed it. Plaintiff provided proof of the filing to TaxRise the same day.

63. On or about March 30, 2023, Ms. Ha telephoned the IRS a second time and enrolled Plaintiff in a monthly Installment Agreement at a rate of $1,828 per month. Supposedly, TaxRise finally requested a penalty abatement for Plaintiff during this call. Ms. Ha's "tax pro notes" state:

> 3. Due to the high [disposable income], [Currently Not Collectable Status] is not a possible [resolution]; and [Offer In Compromise] not likely unless there is a severe medical or SEVERE financial hardship caused by medical or some life altering event
>
> 4. Small monthly Payment arrangement is the best Reso for taxpayer because it will keep them out of collections. Future refunds will be used to reduce the balance
>
> 5. First Time Penab was not eligible but the agent couldn't tell the reason.

64. TaxRise did not prepare, file, or negotiate a "tax compliant petition" for Plaintiff as agreed in the Tax Resolution Service Agreement. Nor did Plaintiff obtain a reduction in Plaintiff's tax debt as it told him it would.

65. TaxRise obtained the same relief for each member of the Tax Resolution Sub-Class—an Installment Agreement without any reduction in tax debt. Plaintiff is likewise informed and believe that TaxRise did not file a tax compliant petition for any members of the Tax Resolution Sub-Class.

66. TaxRise secured no resolution at all relating to Plaintiff's New York tax liability. Plaintiff had to address his New York tax liability on his own and his liability increased due to TaxRise's breach of its promises.

F. Plaintiff's discovery of the "resolution" and demand for his money back

67. On April 12, 2023, TaxRise "Tax Resolution Specialist" Vicent Washington called Plaintiff and told him that the best outcome TaxRise could obtain was an Installment Agreement with payments of $1,828 per month. Oglander asked, "[H]ow much in total were you guys able to save me?" Washington responded: "[W]e did try to get you a penalty abatement, but in this case, it looks like the IRS agent basically denied it. So, in your case, you don't have any sort of reduction off of the tax liability …." Oglander responded: "You're kidding? They told me that they could get rid of that on the phone when I spoke with you guys."

68. That same day, Washington sent Plaintiff a form email stating:

> Congratulations on your Resolution! We are pleased to inform you that we have entered into an Installment Agreement on your behalf. This is the best resolution for your case as after assessing your income, assets, and expenses, the IRS has determined that you still have some disposable income to make payments toward your overall liability. The benefits of an Installment Agreement are that as long as you remain in compliance and complete your monthly installment payments by the due date of every month (28th of each month), the Internal Revenue Service will halt any collection enforcement actions, so your assets and income are safe. Your

> current balance is $131,638.69.[1] This balance is for the years [sic] 2021. The Tax Professionals who worked on your case were able to negotiate the lowest Installment Agreement with the IRS in the amount of $1828/month due on the 28th of each month.
>
> …
>
> Please note, as the resolution of your case was achieved and all services were completed on your account, we will be revoking our Power of Attorney with the IRS.
>
> Please feel free to contact us anytime if you have further questions, we thank you for your business and wish you the best of luck.

69. On April 13, 2023, Plaintiff sent Washington an angry email stating that he wanted his money back, that he couldn't believe he'd paid "$14k +" for TaxRise to arrange a payment plan that he could have done on his own, that TaxRise was "a total scam" and that he'd agreed to engage TaxRise because he was told it could get rid of the $30k penalty.

70. On April 14, 2023, having received no response from Washington, Plaintiff sent a similar email alleging deception and demanding a refund to his Case Manager Aldanese. Again, no one responded, let alone honored Plaintiff's second request for a refund.

6. Causes of Action

<u>First Cause of Action</u>

<u>Violations of the Home Solicitation Sales Act</u>

(By Plaintiff, the Class, and the Canceled Agreement Sub-Class Against TaxRise)

71. Plaintiff incorporates all preceding paragraphs as though repeated here.

72. In 1971, the California Legislature enacted the Home Solicitation Sales Act, California Civil Code § 1689.5 *et seq*., giving California consumers a three-business day right to cancel certain contracts or offers. Cal. Civil Code § 1689.6(a)(1).

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[1] Plaintiff's reduction in federal tax liability from $161,609 in November 2022 to $131,638.69 in April 2023 resulted from a payment made by Plaintiff rather than any tax reduction obtained by TaxRise or skilled "negotiation" on its part.

73. The HSSA broadly defines “home solicitation contract or offer” as “any contract, whether single or multiple, or any offer which is subject to approval, for the sale, lease, or rental of goods or services or both, made at other than appropriate trade premises, in an amount of twenty-five dollars ($25) or more, including any interest or service charges.” Cal. Civil Code § 1689.5(a). “Appropriate trade premises” means premises where the seller/offeror carries on a business. Civil Code § 1689.5(b).

74. The HSSA encompasses TaxRise’s “tax relief services.” It covers financial services except those “offered by banks, savings institutions, credit unions, industrial loan companies, personal property brokers, consumer finance lenders, or commercial finance lenders …, that are not connected with the sale of goods or services, as defined herein….” Civil Code § 1689.5(d). TaxRise does not fall within any of the exempted categories.

75. Under Section 1689(a)(1) of the HSSA, with exceptions not relevant here, “in addition to any other right to revoke an offer, the buyer has the right to cancel a home solicitation contract or offer until midnight of the third business day, or until midnight of the fifth business day if the buyer is a senior citizen, after the day on which the buyer signs an agreement or offer to purchase which complies with Section 1689.7.” Civil Code § 1689.6(a)(1). Thus, if the written agreement or notice provided is non-compliant, the time in which to cancel never begins to run and the consumer has an open-ended right to cancel.

76. In addition, written agreements covered by the HSSA must, *inter alia*, in immediate proximity to the signature space, contain a conspicuous statement in at least 10 point, boldface type stating: “**You the buyer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**” Cal. Civil Code § 1689.7(a).

77. The seller/offeror also must provide, *with* the contract or offer, a completed, detachable “Notice of Cancellation,” written in the same language as the contract. Cal. Civil Code § 1689.7(c). That form must contain specific language about cancellation and refund rights.

78. The seller/offeror must provide a copy of the contract/offer *and* orally inform the

buyer of their cancellation right when the writing is executed. Cal. Civil. Code § 1689.7(f). TaxRise did not give Plaintiff oral notice of his cancellation rights at any time.

79. If any of these statutory requirements is not complied with, the buyer may cancel the contract at any point until there is compliance. Cal. Civil Code § 1689.7(g) ("Until the seller has complied with this section the buyer may cancel the home solicitation contract or offer.")

80. Within 10 days of cancellation, the seller must "tender to the buyer any payments made by the buyer and any note or other evidence of indebtedness." Cal. Civil Code § 1689.10(a).

81. For service contracts, the seller is entitled to "no compensation" for any services provided prior to cancellation. Cal. Civil Code § 1689.11(c).

HSSA Violations Against Class Members

82. Plaintiff and Class members accepted offers from TaxRise for services costing more than $25. They did so outside of TaxRise's business/trade premises.

83. TaxRise made the offers from California and violated the HSSA in California.

84. The services for which Plaintiff and Class members paid are "services" under the HSSA, and the service agreements were governed by the HSSA.

85. In violation of Civil Code § 1689.7(a)(1), TaxRise failed to orally inform Plaintiff and other Class members of their legal rights to cancel and failed to provide Plaintiff and Class members with a written agreement which contained, in the immediate proximity to their signature, a conspicuous statement in 10 point boldface type of the following statutorily required right to cancel language: "**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right**."

86. The purported cancellation rights referenced in both the Phase I and Phase II agreements are contrary to the law and inferior to the rights set by the HSSA and required to be disclosed in the agreements.

87. In violation of Civil Code § 1689.7(c), TaxRise failed to provide Plaintiff and Class members with the required, attached and detachable "Notice of Cancellation" form.

88. In violation of § 1689.7(f), TaxRise failed to provide Plaintiff and Class members with copies of the Notices of Cancellation upon execution.

89. Pursuant to Civil Code § 1689.7(g), Plaintiff, individually and on behalf of the proposed Class, hereby again provides notice of his desire not to be bound and to exercise his right to cancel and rescind his agreements with TaxRise, seeks the right to do the same on behalf of the Class, and demands unconditional restitution of all amounts paid to TaxRise by Plaintiff and Class members.

HSSA Violations Against Canceled Agreement Sub-Class Members

90. Plaintiff's April 13 and April 14, 2023 emails clearly indicated his intention not to be bound and thus constituted notices of cancellation under Civil Code § 1689.6(f) ("Notice of cancellation given by the buyer need not take the particular form as provided with the contract or offer to purchase and, however expressed, is effective if it indicates the intention of the buyer not to be bound" by the contract.") Since TaxRise violated the HSSA, Plaintiff's right to cancel period never began. Accordingly, his refund demand was timely and Civil Code § 1689.10 required TaxRise to unconditionally refund him all fees he had paid within 10 days. TaxRise did not do so.

91. The other members of the Canceled Agreement Sub-Class likewise provided TaxRise with notices of cancellation which, on information and belief, TaxRise failed to respect in violation of Civil Code § 1689.10(a).

92. In violation of Civil Code § 1689.10, TaxRise failed to timely provide refunds to Plaintiff and the other Canceled Agreement Sub-Class members who provided written notice that they did not want to be bound and thus were entitled to refunds.

93. Plaintiff demands, individually and on behalf of the Canceled Agreement Subclass, the unconditional refunds to which all members of that sub-class are *already legally* entitled.

<u>Second Cause of Action</u>

<u>Breach of Fiduciary Duty</u>

(By Plaintiff and the Tax Resolution Sub-Class Against TaxRise and DOES 1-50)

94. Plaintiff incorporates all preceding and subsequent paragraphs as though repeated here.

95. A fiduciary relationship is "any relation existing between parties to a transaction wherein one of the parties is in duty bound to act with the utmost good faith for the benefit of the other party. Such a relation ordinarily arises where a confidence is reposed by one person in the integrity of another, and in such a relation the party in whom the confidence is reposed, if he voluntarily accepts or assumes to accept the confidence, can take no advantage from his acts relating to the interest of the other party without the latter's knowledge or consent." *Wolf v. Superior Court*, 107 Cal. App. 4th 25, 29 (2003).

96. Among other things, fiduciaries have a duty of care and a duty to disclose material facts relevant to the fiduciary relationship.

97. TaxRise undertook to act in the utmost good faith as a fiduciary on behalf of and for the benefit of Plaintiff and Tax Resolution Sub-Class members. The following facts, in combination, resulted in the creation of a fiduciary relationship, common to all Tax Resolution Sub-Class members:

a. TaxRise agreed in its Tax Resolution Service Agreement to represent all Tax Resolution Sub-Class members before the IRS.

b. TaxRise requested and obtained powers of attorney to act on behalf of all Tax Resolution Sub-Class members with the IRS.

c. TaxRise agreed in its tax investigation service agreements that it would determine the best resolution process going forward for its customers.

d. TaxRise agreed in Tax Resolution Service Agreements that its tax professionals would determine the "best resolution processing moving forward" and would "determine what process and actions are appropriate for your particular case."

e. TaxRise required clients in the "tax resolution" service agreements to send all tax notices to TaxRise, to "submit all forms prepared by Company as provided to client by Company without any changes or alteration, along with any documents indicated by Company," and "not to engage in any conversations with the IRS or State taxing authorities during the term of this agreement."

f. TaxRise had free consultation calls with customers in which it sought to induce, and did induce, them to rely on TaxRise and its alleged expertise and proprietary methods that it said it would use for their benefit.

g. TaxRise had Upsale Calls with sub-class members in which its practice was to advise them that it would be acting on their behalf with taxing authorities and protecting their interests vis-à-vis taxing authorities.

98. Plaintiff and the other Tax Resolution Sub-Class members placed their trust in TaxRise and paid it substantial sums to act on their behalf and in their interests with respect to the government, as TaxRise invited them to do.

99. TaxRise breached its fiduciary duties to Plaintiff and Tax Resolution Sub-Class members by representing in Upsale Calls that TaxRise would, or would likely, obtain a reduction of their tax debt if they entered into a Tax Resolution Service Agreement, when TaxRise knew or should have known that they were not eligible for such a reduction.

100. TaxRise also breached its fiduciary duties to Plaintiff and Tax Resolution Sub-Class members by failing to disclose the following material facts before they entered into a Tax Resolution Service Agreement:

a. that an Installment Agreement was the only resolution for which they were deemed eligible in TaxRise's own proprietary Resolution Eligibility Determination;

b. that an Installment Agreement was the only resolution for which they were eligible or likely eligible; and

c. that TaxRise had either: (1) determined they were ineligible or likely ineligible for a reduction in their tax debt, or (2) made no determination regarding their eligibility or likely eligibility for a reduction in their tax debt.

d. That TaxRise had no practice of performing the services it agreed to provide in the tax resolution service contracts and did not intend to perform them for members of the Tax Resolution Sub-Class (namely, that TaxRise did not have a practice, for members of the Tax Resolution Sub-Class, of preparing, filing, and negotiating "a tax compliant petition through a tax relief program with an Offer in Compromise, Penalty Abatement, Deferred Offer in Compromise, Currently not Collectable (CNC Status) and or Installment Agreement for any outstanding balance for submission by client."

e. That, to TaxRise, TaxRise's contractual promises to subclass members that it would prepare, file and negotiate a tax compliant petition for tax relief for submission by client meant only that TaxRise had to perform its "overall process" in the resolution phase (an "overall process" that TaxRise also failed to disclose).

101. TaxRise also breached its fiduciary duties by failing to perform the very services it expressly agreed to perform as a fiduciary and for which it was paid, including by failing to prepare, file and negotiate any "tax compliant petition" for tax relief for submission by its clients and by failing to "negotiate" on behalf of sub-class members and merely enrolling them in full-pay Installment Agreements that TaxRise knew required none of the "tax professional" "negotiation" that TaxRise agreed to provide.

102. As a direct and proximate result of TaxRise's breaches of fiduciary duty, Plaintiff and members of the Tax Resolution Sub-Class have been damaged in a sum to be proven at trial.

103. Plaintiff, individually and on behalf the other Tax Resolution Sub-Class members, seeks actual damages, restitution based on TaxRise's unjust enrichment and disgorgement of profits based on TaxRise's breaches of fiduciary duty.

104. TaxRise's conduct was and is knowing, malicious, fraudulent, oppressive and wanton, justifying an award of punitive damages.

Third Cause of Action

Fraud

(By Plaintiff and the Tax Resolution Sub-Class Against All Defendants)

105. Plaintiff incorporates and realleges all preceding and succeeding paragraphs as though repeated here.

106. TaxRise fraudulently induced Plaintiff and each member of the Tax Resolution Sub-Class to enter a Tax Resolution Service Agreement by representing in Upsale Calls that TaxRise would, or would likely, obtain a reduction of their tax debt if they entered into a Tax Resolution Service Agreement, when TaxRise knew or should have known that they were not eligible for such a reduction.

107. TaxRise fraudulently induced Plaintiff and each member of the Tax Resolution Sub-Class to enter a Tax Resolution Service Agreement by failing to disclose the following material facts:

a. that an Installment Agreement was the only resolution for which they were deemed eligible in TaxRise's Resolution Eligibility Determination;

b. that an Installment Agreement was the only resolution for which they were eligible or likely eligible; and

c. that TaxRise had either: (1) determined they were ineligible or likely ineligible for a reduction in their tax debt, or (2) made no determination regarding their eligibility or likely eligibility for a reduction in their tax debt.

108. TaxRise owed Plaintiff and all members of the Tax Resolution Sub-Class a duty to disclose the foregoing material facts because:

a. TaxRise was in a fiduciary relationship with Plaintiff and all members of the Tax Resolution Sub-Class;

b. TaxRise had exclusive knowledge of these material facts; and

c. TaxRise had made many partial representations that, if not literally false, were misleading, incomplete representations that imposed a duty on TaxRise to speak truthfully and to disclose the whole truth, including representing that: (1) TaxRise would "complete a comprehensive tax investigation;" (2) TaxRise would complete a Resolution Eligibility Determination; and (3) TaxRise had achieved substantial savings for its clients.

109. Tax Resolution Sub-Class members (including Plaintiff) reasonably relied on these material misrepresentations and omissions in entering the Tax Resolution Service Agreements and paying the associated fees.

110. As a direct and proximate result of TaxRise's fraud, Plaintiff and members of the Tax Resolution Sub-Class have been damaged in a sum to be proven at trial.

111. Defendants' fraudulent acts were knowingly, willfully, intentionally, maliciously, oppressively, and fraudulently undertaken with the purpose and intention of defrauding Plaintiff and the Class members, and each of them, to the substantial financial benefit of Defendants, warranting an award of punitive damages.

Aiding and Abetting

112. MIADVG at all relevant times knowingly and substantially assisted in TaxRise's fraud by, among other things, transmitting to class members the service agreements that are a central part of TaxRise's fraudulent scheme.

113. MIADVG assisted TaxRise with knowledge of TaxRise's fraudulent conduct. The two entities are run by the same person, Abdullah, whose knowledge of TaxRise's fraudulent activities (and of his own direct role in those activities) is also MIADVG's knowledge.

Fourth Cause of Action

Violations of the Consumers Legal Remedies Act

(By Plaintiff and the Tax Resolution Sub-Class Against all Defendants)

114. Plaintiff incorporates and realleges all preceding paragraphs as though repeated here.

115. The Consumers Legal Remedies Act (the "CLRA") was enacted to protect consumers from unfair and deceptive acts or business practices. It sets forth a list of unfair and deceptive acts and practices in Civil Code § 1770 that are prohibited in any transaction intended to result in the sale or lease of goods or services to a consumer.

116. The transactions at issue in this case involved the sale of services to consumers and are covered by the CLRA. At all relevant times, Plaintiff and members of the Tax Resolution Sub-Class were "consumers" within the meaning of the CLRA, as individuals who sought or acquired goods or services for personal, family or household purposes. Defendants' "tax relief" services are "services" under the CLRA.

117. Defendants are "persons" as defined in Civil Code § 1761(c).

118. Defendants' acts and practices violated the CLRA by constituting unfair or deceptive practices undertaken in transactions intended to result in the sale of services.

119. Defendants violated Civil Code § 1770(a)(5) and (a)(14) with respect to Plaintiff and the Tax Resolution Sub-Class members by Representing in Upsale Calls that TaxRise would, or would likely, reduce their tax liability if they entered into a Tax Resolution Service Agreement when they were not eligible for such reductions.

120. Defendants violated Civil Code § 1770(a)(5) and (a)(14) with respect to Plaintiff and the Tax Resolution Sub-Class members by failing to disclose the following material facts:

a. that an Installment Agreement was the only resolution for which they were deemed eligible in TaxRise's Resolution Eligibility Determination;

b. that an Installment Agreement was the only resolution for which they were eligible or likely eligible; and

c. that TaxRise had either: (1) determined they were ineligible or likely ineligible for a reduction in their tax debt, or (2) made no determination regarding their eligibility or likely eligibility for a reduction in their tax debt.

121. Defendants also violated Civil Code § 1770(a)(19) by inserting unconscionable fee provisions in the Tax Resolution Service Agreements of Plaintiff and Tax Resolution Sub-Class

members. The amounts that Defendants charged for enrolling Plaintiff and Tax Resolution Sub-Class members into payment plans were unconscionable under California law and had little if any connection to the value of the services Defendants provided. Defendants admit as much: On TaxRise's website, Defendants state that their fees are based not on the value or amount of work done but rather on customers' tax situation and the program TaxRise puts them into. Plaintiff is informed and believes that the large fee he was charged was based not on any TaxRise expectation that it would have to do extra work or spend more money representing Plaintiff than most customers but because Plaintiff made more money than most TaxRise clients and owed more tax debt than most customers.

122. In evaluating whether the price or fee for a service is unconscionable, courts evaluate not only the basis and justification for the price, including what other consumers pay for such a service, but also the costs of the goods and services to the seller, the inconvenience imposed on the seller, and the true value of the product or service. None of these factors justified the fees Defendants charged for the "service" they provided to Plaintiff and Tax Resolution Sub-Class members. In fact, Defendants stated in writing that they were charging the unconscionable fee in part to prepare, file and negotiate a tax compliant petition for each sub-class member but did not do so and had no practice of doing so.

123. Defendants' tax resolution fees bore no reasonable relationship to the actual costs Defendants incurred in providing the "services" they provided to Plaintiff and the sub-class members, which such customers could have obtained on their own at little or no cost. Defendants' fees were excessively one-sided, overly harsh, and unconscionable.

124. Obtaining Plaintiff's "resolution" imposed little if any inconvenience on Defendants and cost them nowhere close to $14,000. Defendants likewise suffered little inconvenience or cost in securing payment plans for the sub-class members.

125. Plaintiff and the other Class and sub-class members were harmed as a result of the aforementioned CLRA violations.

126. Defendants' conduct in violating the CLRA presents a continuing threat because

Defendants are continuing to engage in the above-referenced acts and practices, to the detriment of the sub-class members and the general public. Unless enjoined from doing so by this Court, Defendants will continue to do so. Plaintiff, on behalf of all others similarly situated and the general public, seeks and is entitled to an order enjoining Defendants from continuing to engage in the illegal practices alleged herein.

127. Plaintiff and the sub-class members were damaged by Defendants' CLRA violations and Plaintiff seeks, on his own behalf and on behalf of all others similarly situated, actual damages and restitution against Defendants (other than MIADVG) in an amount to be proven at trial.

128. Defendants' fraud was willful, intentional, malicious, oppressive and fraudulently undertaken in order to defraud Plaintiff and the other sub-class members and to substantially benefit Defendants, justifying imposition of punitive damages against Defendants under Civil Code § 1780(a)(4). At present, Plaintiff does not seek punitive damages against MIADVG.

129. Plaintiff also seeks attorneys' fees and costs pursuant to Civil Code § 1780(e).

Fifth Cause of Action

Unlawful Recording and/or Monitoring of Cellular and Cordless Telephone Communications in Violation of Cal. Penal Code § 632.7

(By Plaintiff and the Unauthorized Recording Sub-Class Against TaxRise. and DOES 1-50)

130. Plaintiff incorporates all preceding paragraphs as though repeated here.

131. Penal Code § 632.7 makes it a violation to, without consent, intentionally record a communication transmitted between two cellular radio telephones, a cellular radio telephone and a landline telephone, two cordless telephones, a cordless telephone and a landline telephone, or a cordless telephone and a cellular radio telephone.

132. TaxRise intentionally recorded Plaintiff's November 29, 2022 Upsale Call with Lauren Stinson, which TaxRise made to Plaintiff's cell phone, without Plaintiff's knowledge or consent. TaxRise did so from California. TaxRise also intentionally recorded other, subsequent outgoing calls to Plaintiff without his knowledge or consent.

133. Plaintiff is informed and believes that, during the relevant time period, Defendants had a practice of intentionally and surreptitiously recording outgoing calls from TaxRise to tax relief customers in which one or both parties to the call were using cellular or cordless telephones.

134. TaxRise's practice of recording cellular and cordless telephone conversations, without the consent of all parties violate the California Invasion of Privacy Act (Penal Code §§ 630, *et seq.*). Specifically, TaxRise's practice violates Penal Code § 632.7, which prohibits recording a communication made to or from a cellular or cordless telephone without the consent of all parties to the communication.

135. TaxRise has admitted its practice is to record all calls. It has *claimed* it trained its employees to give call recording notice but has admitted that Stinson, for example, had no practice of giving such notice, even though he has had many calls with class members like Oglander.

136. In at least one of the phone calls that TaxRise placed to Plaintiff and each member of the Unauthorized Recording Sub-Class, where at least one party to the call was using cellular or cordless telephone, TaxRise failed to disclose that it was recording the call.

137. At no time did Defendants tell Plaintiff, or have any practice of telling Unauthorized Recording Sub-Class Members, that *all* calls from TaxRise, or all calls with TaxRise, were being recorded, though that was the case.

138. Because Defendants did not disclose at the call outset that outgoing calls were being recorded and/or monitored, Defendants did not obtain, and could not have obtained, Plaintiff's or the Unauthorized Recording Sub-Class members' express or implied advance consent to the recording or monitoring of those conversations.

139. Plaintiff and the Unauthorized Recording Sub-Class members' privacy rights under California law and the California Invasion of Privacy Act were violated and invaded by Defendants' conduct, which resulted in the recording of calls that often involved the exchange of personal information, including private financial information regarding assets, income, family members, and, at least in Plaintiff's case, all the account information for his credit card. Plaintiff

and the Unauthorized Recording Sub-Class members were thereby injured for purposes of Penal Code § 637.2(a). Defendants' conduct in illegally and surreptitiously recording and/or monitoring their telephone calls with Plaintiff and the Unauthorized Recording Sub-Class members was objectively offensive, particularly given how simple providing notice, even with a pre-recorded message, would have been.

140. Defendants' conduct as described above violated California Penal Code § 632.7(a). Under Penal Code § 637.2, Plaintiffs and the Unauthorized Recording Sub-Class members therefore are entitled to $5,000 in statutory damages per violation, even in the absence of proof of actual damages, the amount deemed proper by the California Legislature.

141. Plaintiff also seeks an injunction prohibiting Defendants from continuing their illegal conduct as set forth above.

Sixth Cause of Action

Violations of the Unfair Competition Law

(By Plaintiff, the Class, the Tax Resolution Sub-Class, and the Canceled-Agreement Sub-Class Against All Defendants)

142. Plaintiff incorporates all preceding paragraphs as though repeated here.

143. Plaintiff lost money or property by, *inter alia*, paying Defendants $14,500 for their falsely and deceptively advertised "tax relief" services, and by not timely receiving the refund to which he was unconditionally entitled after he requested that refund. Plaintiff would not have paid for Defendants' "services" if not for Defendants' UCL violations.

144. Defendants' conduct alleged above was and is "unlawful" because it violates the law, including but not limited to:

a. Civil Code § 1709 ("One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers") and § 1710 ("A deceit, within the meaning of the last section, is either: 1. The suggestion, as a fact, of that which is not true, by one who does not believe it to be true; 2. The assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true; 3. The suppression of a fact, by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or, 4. A promise, made without any intention of performing it.")

b. the HSSA, as alleged above;

c. the CLRA, as alleged above.

145. Defendants' conduct as alleged above was and is "unfair" under any of the three established UCL tests for "unfairness." Defendants' conduct impaired fair competition, violated the policy or spirit of federal and state antitrust laws, and otherwise harmed competition, including competitors who did not violate the HSSA in the manner in which Defendants violate it and who do not engage in the false advertising and false promises engaged in by Defendants. Defendants' actions also were deceptive, sharp, immoral, unethical, oppressive, unscrupulous, substantially injurious, and operate to the competitive disadvantage of other persons and companies providing tax relief services that do not engage in such unsavory and deceptive practices. Moreover, the injury to Plaintiff and Class members was substantial and outweighs the utility (which is negligible if not non-existent) of Defendants' challenged practices.

146. Defendants' conduct also was and is "fraudulent" under the UCL as alleged above.

147. On information and belief, Defendant Abdullah directly participated in the UCL violations at issue herein, by, among other things, conceiving of TaxRise's business strategy and marketing, devising or approving TaxRise's sales practices, making or approving the decision not to follow the HSSA and/or to issue full refunds to Canceled Agreement Sub-Class members who sought cancellation, and preparing, participating in the preparation of, and approving the content of TaxRise's misleading service agreements containing misleading legal jargon, which continue Abdullah's past pattern, condemned by the State, of misusing legal jargon to deceive consumers.

148. On information and belief, MIADVG also directly participated in the UCL violations at issue, by, including but not limited to, its conduct in intentionally disseminating and distributing the fraudulent and misleading service agreements which are unlawful and fraudulent.

149. Defendants' wrongful acts present a continuing threat; Defendants are currently

engaging in such acts and practices and will continue to do so unless and until this Court enjoins them from doing so. Plaintiff seeks an injunction requiring Defendants to cease their conduct, including the violations of law alleged above. Plaintiff further seeks an injunction barring the Ms. Ha, who "represented" him, from continuing to represent consumers before the IRS, given her violations of the federal regulations governing IRS practitioners, as alleged previously.

150. As a result of Defendants' UCL violations, Plaintiff and Class members have suffered injury in fact and lost money or property in an amount to be proven. Defendants have received substantial monies from Class members, including Plaintiff, which should be restored to the victims of their unfair business practices. Plaintiff now seeks, on behalf of himself and the Class, restitution and restitutionary disgorgement of all monies paid to Defendants and an injunction to stop Defendants from continuing their wrongful practices.

151. Plaintiff also seeks an award of attorney's fees and costs under Code of Civil Procedure §1021.5. Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest by protecting the general public from the unfair, unlawful and fraudulent practices engaged in by Defendants and by remedying and preventing consumer fraud. A successful outcome will also result in a significant public benefit by causing the disgorgement of revenues wrongfully obtained and retained by Defendants, and through the issuance of an injunction against Defendants' wrongful practices.

Seventh Cause of Action

Breach of Contract

(By Plaintiff and the Tax Resolution Sub-Class against TaxRise and DOES 1-50)

152. Plaintiff incorporates all preceding paragraphs as though repeated here.

153. Plaintiff and the other Tax Resolution Sub-Class members each entered into a Tax Resolution Service Agreement with TaxRise in a form identical or substantively identical to Exhibit 2 hereto.

154. In addition to identifying services that were supposed to have been performed under the "tax investigation" service agreements for the fees charged thereunder, each resolution

service agreement stated that TaxRise would "[p]repare, file and negotiate a tax compliant petition" for "submission by client."

155. TaxRise breached the agreements by failing to "prepare, file and negotiate a tax compliant petition" for Plaintiff and, on information and belief, the other Tax Resolution Sub-Class members. TaxRise also did not prepare any tax compliant petitions for "submission by client." Rather, TaxRise entered Plaintiff and Tax Resolution Sub-Class members into full-pay guaranteed or streamlined Installment Agreements—often by phone, as occurred with Plaintiff—and "congratulated" customers afterwards on what it had done.

156. Plaintiff and the other sub-class members performed the obligations required of them by the contracts except to the extent any such obligations were excused.

157. As a proximate result of TaxRise's breaches of contract, Plaintiff and his fellow sub-class members have been damaged in an amount to be proven at trial.

Eighth Cause of Action

Breach of Contract

(By Plaintiff, individually, against TaxRise and DOES 1-50)

158. Plaintiff incorporates all preceding paragraphs as though repeated here.

159. On November 29, 2022, TaxRise entered a Tax Resolution Service Agreement with Plaintiff. Among other things, it lists the "Service Type:" as including "State Resolution" in reference to Plaintiff's New York state tax liability. It proceeds to list various services to be performed in connection with Plaintiff's state and federal tax debt.

160. Defendants breached the contract by failing to provide Plaintiff with any resolution of his New York state tax liability and, on information and belief, by doing nothing substantive to represent his interests before the State of New York. On April 12, 2023, when it advised him of his IRS "resolution," TaxRise declared its services for him complete.

161. Plaintiff performed the obligations required of him by the contract (namely, paying $14,000) except to the extent any such obligations were excused.

162. As a proximate result of Defendants' breach of contract, Plaintiff has been damaged in an amount to be proven at trial.

7. Prayer for Relief

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For an order certifying the proposed Class and sub-classes and appointing Plaintiff and his counsel to represent the Class and sub-classes;
2. For an order of class-wide rescission and/or cancellation of Class members' service agreements with Defendants and requiring full refunds to all Class members entitled to them;
3. For damages, restitution and disgorgement of profits based on Defendants' breaches of fiduciary duty;
4. For compensatory and actual damages according to proof;
5. As relief under the CLRA, for restitution, damages and punitive damages;
6. For restitution and restitutionary disgorgement of all fees and monies paid to Defendants in connection with TaxRise's "tax relief" services;
7. For exemplary damages according to proof;
8. For an order holding that Defendants have been unjustly enriched and requiring Defendants to compensate Plaintiff and the members of the Class and sub-classes in the amount of that unjust enrichment;
9. For injunctive relief as permitted by the Unfair Competition Law, the CLRA and CIPA, to stop Defendants from continuing their unlawful, unfair, and fraudulent practices;
10. For an injunction requiring Defendants to provide the notice of cancellation rights required by the HSSA to all Class members and to cease their HSSA violations;
11. For an order declaring that the call recording and/or monitoring conduct of Defendants, as described above, violates California Penal Code § 632.7;

12. For an award of statutory damages of $5,000 per violation to Plaintiff and each of the Unauthorized Recording Sub-Class members under Civil Code § 637.2 (a);

13. For attorney's fees and costs pursuant to Civ. Code § 1780(e) and California Code of Civil Procedure § 1021.5, and not pursuant to contract;

14. For payment of costs of suit;

15. For prejudgment interest, in an amount according to proof, including but not limited to as authorized by Civil Code §§ 3287(b) and 3289, and post-judgment interest, to the extent allowed by law; and

16. For such other and further relief as the Court deems just and proper.

DATED: October 29, 2025

RESPECTFULLY SUBMITTED,

GALLO LLP

By: Dominic Valerian

Ray E. Gallo
J. Mark Moore
Dominic Valerian
Attorneys for Plaintiff Daniel Oglander

EXHIBIT 1

EXHIBIT 1

SERVICE AGREEMENT

Tax Investigation

This agreement is entered into on 11-08-2022 ; I (we) Daniel Oglander (Client) hereby retain the services of TaxRise Inc. to complete a **Comprehensive Tax Investigation**. TaxRise Inc. (Company), agrees to provide this service in consideration of the client's payment of the required fees set forth and demonstrated in section IV of this agreement. The term of this agreement is 120 days from the date of this agreement, or until service (s) (see Section 2 for scope of representation services) are completed.

SECTION 1 | Client(s) General Information

Last Name	First Name	MI	SSN	DOB
Oglander	Daniel		[redacted]	[redacted]
Spouse Last Name	Spouse First Name		SSN	DOB

Physical Address	City	State	Zip Code
[redacted]	New York, New York	NY	10009
Mailing Address	Mailing City	State	Zip Code
[redacted]	New York, New York	NY	10009

Email	Cell Phone	Home Phone	Spouse Phone
[redacted]	[redacted]		

Business Name (if applicable)	EIN (if applicable)	Work Phone

SECTION 2 | Scope of Services

1. Company's representation of Client will include and is limited to the following services:

Service Type**: Comprehensive Tax Investigation**

Tax Type	Tax Agency	Estimated Tax Liability	Federal and State Unfiled Tax Years
Business	IRS	0	2021

Services to be performed:

A. Filling of Form 8821 - Tax Information Authorization to gain privileged tax information
B. Review IRS and or State taxing authority(s) master tax files regarding liability and statute of limitations.
C. Order transcripts and record of accounts to determine best resolution process moving forward

2. Upon expiration of the term of this agreement, Company will at its sole discretion extend, renegotiate, or terminate the representation or service provided under this agreement.

SECTION 3 | Client Duties

1. Client agrees to be truthful with Company, to keep Company informed of any information or developments which may come to Client's attention**,** and to keep Company advised of Client's address, telephone number.
2. By signing this agreement, client agrees and acknowledges that Company has advised the client of the client obligation to fully and accurately disclose the nature and extent of the client's assets, liabilities and expenses. And the failure to accurately disclose those assets, liabilities, and expenses, whether overstating or understating, may ultimately invalidate any agreement entered into with any taxing authority.
3. Client, by signing this agreement, agrees to pay Company the fee, as outlined in section 4 of this agreement, for Company's services. Any case with delinquent payments for over 5 consecutive business days will result in immediate suspension and cause possible cancellation of the case file and this agreement. In such cases, Company reserves the right to cancel the case and revoke all power of attorney forms and cease all representation.

SECTION 4 | Service Fees

Client(s) agree(s) to pay the fee stated below for services rendered by Company and/or any of Company's agents or associates through merchant accounts utilized by Company for representation and services provided by Company. The fee applies to those services indicated in Section 2 of this agreement and is limited to the terms of this agreement.

SERVICE FEE SUMMARY

Service Type	Fee
Tax Investigation, Federal Tax Investigation	500.0

Total of All Fees: 500.00
Total Paid: 500.00
Balance: 0.00

CREDIT CARD (If applicable)

Card Type: visa	Cardholder Name:	
Card Number: **** **** ****[redacted]	Exp. Date: [redacted]	CVV2:

DIRECT BANK DEBIT (If applicable)

Bank Name:	Name on Account:
Account Number:	Routing Number:

BILLING ADDRESS

Billing Address	Billing City	State	Zip Code
[redacted]	New York, New York	NY	10009

SCHEDULE OF PAYMENTS (If applicable)
Professional fees to be paid as follows:

Date Scheduled	Amount

If Company is unable to deduct the payment(s) due to insufficient funds or the account is closed, or if the credit card charge is declined, Company reserves the right to cancel the agreement or charge a penalty and or collection fee. Client accepts responsibility for any overdraft fees charged by the bank. If client needs to change any payment date(s) or amount(s), client must contact 72 hours prior to the payment date(s) for consideration. Company, will do whatever possible within reason to assist all clients with payments on a case by case basis.

**If your payment due date falls on a Saturday or Sunday, then your payment will be charged on the Friday before your payment due date.*

NOTICE AND ACKNOWLEDGMENT OF PAYMENT FOR SERVICES: BY SIGNING THIS BILLING AUTHORIZATION FORM I HEREBY ACKNOWLEDGE THAT I HAVE AGREED TO RETAIN THIS SERVICE FOR THE ABOVE STATED FEE. I FURTHER ACKNOWLEDGE THAT NO WARRANTIES OR PROMISES HAVE BEEN MADE TO ME AS TO ANY ULTIMATE OUTCOME WITH REGARDS TO MY TAX LIABILITY(S).

Signature(s)-______________________________ Date 11-08-2022

SECTION 5 | Cancellation and Refund Policy

1. Client has the right to cancel this agreement within 3 calendar days from the date of this agreement by notifying Company in writing, as attested by date stamped fax or date stamped e-mail.
2. Client, upon cancellation, may receive up to an 100% refund of the total fee paid as indicated in Section IV of this agreement.
3. Upon cancellation, an exit interview is required. Once completed, refunds may be applicable.
4. Company's total liability to client is limited to the fee paid by the client as evidence in Section 4 of this agreement.
5. The client will not receive a refund should the client fail to perform under this agreement or in breach of any portion of this agreement.

SECTION 6 | Disclosure of Information & Consent

If you want to limit our ability to disclose your information, then please send us an e-mail at help@taxrise.com or contact us on the phone number listed on our website. Please note that if you are new customer, we can begin sharing your information 5 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

SECTION 7 | Federal Tax Advice Notice & Acknowledgments

Company is not a law firm and is not engaged in rendering legal services or legal advice. Any information contained herein or any other form of communication media shall not be construed as legal services or legal advice and shall not be relied upon by you as such. Transmission of any material, information and/or communications contained herein or any other communication media from Company is NOT intended to create, and receipt thereof, shall not constitute formation of, an attorney-client relationship.

Client acknowledges that Company has not, nor will advise client that a Bankruptcy discharge of this tax obligation may or may not be possible.

SECTION 8 | Signature

THE CLIENT HAS READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE OF SIGNING THIS AGREEMENT. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

Signature(s)-________________________ Date 11-08-2022

Spouse
Signature(s)-________________________ Date ____________

EXHIBIT 2

EXHIBIT 2

SERVICE AGREEMENT
Tax Investigation

This agreement is entered into on 11-29-2022 ; I (we) Daniel Oglander (Client) hereby retain the services of TaxRise Inc. to represent me (us) individually and collectively. TaxRise, a brand of Bridgley Inc. (Company), agrees to represent the client in consideration of the client's payment of the required fees set forth and demonstrated in section IV of this agreement. The term of this agreement is 365 days from the date of this agreement, or until service (s) (see Section 2 for scope of representation services) are completed.

SECTION 1
Client(s) General Information

Last Name	First Name	MI	SSN	DOB
Oglander	Daniel		[redacted]	[redacted]
Spouse Last Name	Spouse First Name		SSN	DOB
Physical Address	City		State	Zip Code
[redacted]	New York, New York		NY	10009
Mailing Address	Mailing City		State	Zip Code
[redacted]	New York, New York		NY	10009

Email	Cell Phone	Home Phone	Spouse Phone
[redacted]	[redacted]		

Business Information (Optional)

Business Name	EIN (if applicable)	Work Phone

SECTION 2
Scope of Representation Services

1. Company's representation of Client will include and is limited to the following services:

Tax Type: Business
Agency(s): IRS
Period/Years: 2021
Total Tax Liability: $
Service Type: Tax Investigation, Federal Tax Investigation, State Resolution, State Tax Investigation, Federal Resolution

Services to be performed:

a) Filling of Form 2848 Power of Attorney to provide representation for client and Form 8821 Tax Information Authorization to gain privileged tax information
b) Provide notice of representation to the IRS and direct the IRS to forward all communication and notices to our tax professionals
c) Review IRS and or State taxing authority(s) master tax files regarding liability and statute of limitations. Order transcripts and record of accounts to determine best resolution process moving forward
d) Prevention against involuntary collection activities (e.g. bank levies, wage garnishments, seizure of assets) from the IRS and or State taxing authority(s), upon the condition that the client is in compliance with all IRS and or State
e) Prepare, file and negotiate a tax compliant petition through a tax relief program with an Offer in Compromise, Penalty Abatement, Deferred Offer in Compromise, Currently not Collectable (CNC) Status and or Installment Agreement for any outstanding balance for submission by client. Our tax professionals will determine what process and actions are appropriate for your particular case. Exploratory cases are limited to Tax Rise Inc. performing A, B & C in section 2.1 and reporting results back to client.

2. Upon expiration of the term of this agreement, Company will at its sole discretion extend, renegotiate or terminate the representation or service provided under this agreement.

SECTION 3
Client Duties

1. Client agrees to be truthful with Company, to cooperate, to keep Company informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Company bills on time**,** and to keep Company advised of Client's address, telephone number and whereabouts. Client will assist Company in providing necessary information and documents.
2. Client agrees to immediately notify and provide Company copies of any and all notices from the IRS and/or State that are related to their tax situation. Notices include all received prior to becoming a client of Company as well as any and all notices received any time after becoming a client of Company. Client also agrees to immediately notify Company should they receive any calls from the IRS or any State taxing authority. Client further understands that they are not to engage in any conversations with the IRS or State taxing authorities during the term of this agreement.
3. Client agrees to make timely payments and file returns as required by any agreements, settlements, and or compromises that are made with the IRS, State tax authority(s), and or any other taxing authority as agreed to.
4. Client agrees that Company's representation of client is conditioned upon the client staying current with all future tax liabilities as they become due. Failure to stay current with any and all tax liabilities will be cause for termination of this agreement, as it would greatly affect the ability for Company to adequately represent the client.
5. Client further understands that the IRS and or State taxing authority(s), as a result of any non-compliance, may reject any resolution of the Client's tax delinquency matter.
6. Client agrees to respond promptly and fully within 10 days of Company's, IRS's, State taxing authority(s), and or any other taxing authorities request for information or documents.
7. By signing this agreement, client agrees and acknowledges that Company has advised the client of the client obligation to fully and accurately disclose the nature and extent of the client's assets, liabilities and expenses. And the failure to accurately disclose those assets, liabilities and expenses, whether overstating or understating, may ultimately invalidate any agreement entered into with any taxing authority.
8. Client agrees to submit all forms prepared by Company as provided to client by Company without any changes or alteration, along with any documents indicated by Company.
9. Client, by signing this agreement, agrees to pay Company the fee, as outlined in section 4 of this agreement, for Company's representation and services. Client must ensure that all payments are made timely based on the payment structure expressly agreed upon. All payments must be current to avoid possible cancellation. Any case with delinquent payments for over 5 consecutive business days will result in immediate suspension and cause possible cancellation of the case file and this agreement. In such cases, Company reserves the right to cancel the case and revoke all power of attorney forms and cease all representation. If Client requests re-instatement of services after cancellation, then a re-instatement fee of $1250 will apply and become due in addition to any additional service fees.
10. Client must provide any and all requested documentation within 30 days of any request unless otherwise noted by Company. Failure to provide the requested documentation within the identified timeframe may lead to cancellation of Client's case. Company reserves the right to cancel the case and revoke all power of attorney forms and cease all representation. If Client requests re-instatement of services after cancellation, then a re-instatement fee of $1250 will apply and become due in addition to any additional service fees.

Signature(s)-____________________________

SECTION 4a
Service Fees

Client(s) agree(s) to pay the fee stated below for services rendered by Company and/or any of Company's affiliates, agents, strategic partners or associates through merchant accounts utilized by Company for representation and services provided by Company. The fee applies to those services indicated in Section 2 of this agreement and is limited to the terms of this agreement.

Tax Investigation, Federal Tax Investigation, State Resolution, State Tax Investigation, Federal Resolution	$ 14500.0

Total of All Fees: $ 14500.0
Total Paid: $ 500.0
Balance: $ 14000.0

*If your payment due date falls on a Saturday or Sunday, then your payment will be charged on the Friday before your payment due date.

CREDIT CARD

For credit card, please complete the following:

Card Type: visa	Cardholder Name: Daniel Oglander	
Credit Card Number: **** **** **** [redacted]	Exp. Date: [redacted]	CVV2:

DIRECT BANK DEBIT

For direct bank debit, please complete the following:

Bank Name:	Name on Account:
Account Number:	Routing Number:

BILLING ADDRESS

Please complete the following:

Billing Address	Billing City	State	Zip Code
[redacted]	New York, New York	NY	10009

SECTION 4b
Payment Schedule

SCHEDULE OF PAYMENTS

Professional fees to be paid as follows:

Date Scheduled	Amount

If Company is unable to deduct the payment(s) due to insufficient funds or the account is closed, or if the credit card charge is declined, Company reserves the right to cancel the agreement or charge a penalty and or collection fee. Client accepts responsibility for any overdraft fees charged by the bank. If client needs to change any payment date(s) or amount(s), client must contact 72 hours prior to the payment date(s) for consideration. Company, will do whatever possible within reason to assist all clients with payments on a case by case basis.

NOTICE AND ACKNOWLEDGMENT OF PAYMENT FOR SERVICES: BY SIGNING THIS BILLING AUTHORIZATION FORM I HEREBY ACKNOWLEDGE THAT I HAVE AGREED TO RETAIN THIS SERVICE FOR THE ABOVE STATED FEE TO REPRESENT ME BEFORE THE IRS AND OR STATE TAXING AUTHORITY(S). I FURTHER ACKNOWLEDGE THAT NO WARRANTIES OR PROMISES HAVE BEEN MADE TO ME AS TO ANY ULTIMATE OUTCOME WITH REGARDS TO MY TAX LIABILITY(S).

Signature(s)-

SECTION 5
Cancellation and Refund Policy

1. Client has the right to cancel this agreement within 3 calendar days from the date of this agreement by notifying Company in writing, as attested by date stamped fax or date stamped e-mail.
2. Client, upon cancellation, may receive up to an 80% refund of the total fee paid as indicated in Section IV of this agreement.
3. Refund amount will be based on any preliminary work, evaluation, and the substantial and valuable advice the client received during the interview process.
4. Upon cancellation, an exit interview is required. Once completed, refunds may be applicable.
5. Company's total liability to client is limited to the fee paid by the client as evidence in Section 4 of this agreement.
6. The client will not receive a refund should the client fail to perform under this agreement or in breach of any portion of this agreement.
7. Nothing in this Agreement and nothing in Company's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Company makes no such promises or guarantees. Company's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Company shall not be a guarantee.
8. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
9. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
10. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.
11. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
12. This Agreement will govern all legal services performed by Company on behalf of Client commencing with the date Company first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Company the reasonable value of any services Company may have performed for Client.

THE CLIENT HAS READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE OF SIGNING THIS AGREEMENT. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

SECTION 6
Arbitration Clause

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Uniform Rules for Binding Arbitration of the Better Business Bureau of the Southland in effect at the time of initiation of arbitration, and the judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

SECTION 7
Disclosure of Information & Consent

By retaining our services, you hereby consent to full disclosure of your personal information to our employees, company and affiliated companies. We may disclose your personally identifiable information to service providers or others in order to effectively carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. These parties are not allowed to use personally identifiable information for any other purpose.

We may also disclose your personally identifiable information to our affiliated companies with which we both share common ownership and joint marketing with in order for them to inform you about the products or services they offer that may interest you. Personal information collected is not disclosed to any non-affiliated third parties. These parties are not allowed to use your personally identifiable information except for the purpose of marketing in accordance with the relevant agreement.

We reserve the right to disclose your personally identifiable information, as required, to comply with the law, applicable regulations, governmental and quasi-governmental requests, judicial proceedings, court orders or subpoenas, to enforce our Legal Notices or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others.

We will take all appropriate steps to keep your personal information confidential. Those steps include limiting access to customer information databases, communicating this policy statement to all our employees and establishing and enforcing penalties for violating this statement. We will not sell, rent, or give away our customers' personal information to other companies for use in selling others' products or services. When we do contract with another company to market or advertise products or services for us, we will insist on binding agreements from those companies protecting our customer information. We will vigorously enforce all privacy agreements we have with other companies. We gather personal information from our customers, so we can better develop our relationship with those customers.

If you want to limit our ability to disclose your information, then please send us an e-mail at opt-out@taxrise.com or contact us on the phone number listed on our website. Please note that if you are new customer, we can begin sharing your information 5 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

SECTION 7
Federal Tax Advice Notice & Acknowledgments

Company is not a law firm and is not engaged in rendering legal services or legal advice. Any information contained herein or any other form of communication media shall not be construed as legal services or legal advice and shall not be relied upon by you as such. Transmission of any material, information and/or communications contained herein or any other communication media from Company is NOT intended to create, and receipt thereof, shall not constitute formation of, an attorney-client relationship.

SECTION 8

Client acknowledges that Company has not, nor will advise client that a Bankruptcy discharge of this tax obligation may or may not be possible.

THE CLIENT HAS READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE OF SIGNING THIS AGREEMENT. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

Signature

X______________________________ Date: 11-29-2022
Daniel Oglander

Spouse Signature (if applicable)

X______________________________ Date:____________

TaxRise Representative

Reference Case #: 891882

PROOF OF SERVICE

I am over the age of 18 years and not a party to the within action; my business address is 100 Pine St., Suite 1250 #387, San Francisco, CA 94111. My address for electronic service is eehlert@gallo.law. On November 10, 2025, in the matter of *Oglander v. Tax Rise, Inc.,* OCSC Case No. 30-2023-01347301-CU-FR-CXC, I served true and correct copies of the following documents:

1. SECOND AMENDED CLASS ACTION COMPLAINT

By Electronic Mail — By sending them by electronic mail to the email address(es) provided by the party(ies) identified below, pursuant to CCP §1010.6 and the parties' stipulation.

KAHANA & FELD LLP *Attorneys for Defendants Tax Rise, Inc.; MIADVG, LLC; and Essam Abdullah* Samuel Yu | Joyce Choi | Julie Ritchie Christine Nicol—Paralegal	syu@kahanafeld.com jritchie@kahanafeld.com jchoi@kahanafeld.com *cnichol@kahanafeld.com*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 10, 2025.

Ellie Ehlert