

Homeaglow to Pay \$2.3 M over Auto-Renewals and Review Claims

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The same week the FTC announced that Shutterstock had agreed to pay \$35 million to [settle](#) a suit over its automatic renewal and cancellation practices, the Washington AG secured a \$2.25 million settlement with cleaning service Homeaglow over its automatic renewal practices and review claims.

According to the AG's complaint, Homeaglow advertised a three-hour cleaning for \$19 without clearly disclosing that consumers who took advantage of the offer were signing up for a \$59-per-month ForeverClean membership (that did not actually include the cost of cleanings themselves) or that each cleaning was subject to a transaction fee of between 5% and 15%.

Homeaglow also advertised that consumers could "cancel at any time" and that their purchase was "fully refundable." However, cancellation was subject to an early termination fee over \$100. Although this information was disclosed in "fine print" and later in a pop-up tooltip on the website, Washington alleged the disclosures weren't clear or conspicuous, required the consumer to do a calculation, and didn't include all material terms. The signup process also included a countdown timer, alleged to rush consumers into avoiding disclosures altogether.

The AG also alleged that Homeaglow suppressed negative reviews on its site to maintain a 4.8-star average, soliciting reviews after all cleanings but only publishing positive reviews. Moreover, it advertised a five-star rating on Trustpilot based on 6,406 reviews, even though Trustpilot's data showed a 1.3-star average from approximately 2,000 reviews. Homeaglow continued running the ratings ad even after Trustpilot sent the company a letter claiming to have detected numerous fabricated reviews.

Washington alleged this conduct violated its general Consumer Protection Act.

The settlement terms are familiar, but interesting given the context that Washington does not have specific state automatic renewal or "hidden fees" laws. (Washington alleged this conduct violated its general Consumer Protection Act.) Among other things, Homeaglow must:

- Clearly and conspicuously disclose subscription terms including the existence of the early termination fee "immediately adjacent" to the mechanism they use to obtain consent,
- Include language in the "call to action" button that references membership such as "Purchase and Join"
- Ensure that cancelling is "at least as easy to use as the method consumers used to enroll" And immediately effective.

- Communicate any limitations on refundability near any refund claims.

This case and the one we posted about last week serve as two more in a series of reminders that federal and state regulators are paying close attention to automatic renewals, fees, and how companies advertise consumer reviews – even if they don't have specific laws addressing the conduct.