

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Godun v. JustAnswer LLC

135 F.4th 699 (9th Cir. 2025) · No. 24-2095 · Decided April 15, 2025

SUMMARY

The Ninth Circuit affirmed the denial of JustAnswer LLC’s motion to compel arbitration in a putative class action involving allegedly undisclosed recurring subscriptions. Applying California contract law, the court held that the plaintiffs were not bound by JustAnswer’s sign-in-wrap Terms of Service because some notices were not reasonably conspicuous and others did not explicitly identify the action that would manifest assent. The opinion also includes a concurrence addressing the court’s inquiry-notice contract-formation framework.

CASE DETAILS

COURT	United States Court of Appeals for the Ninth Circuit
WRITING FOR THE COURT	Ryan D. Nelson; Richard A. Paez; Sandra S. Ikuta
JURISDICTION	United States Court of Appeals for the Ninth Circuit
DECIDED	April 15, 2025
DOCKET	24-2095
DISPOSITION	affirmed
PROCEDURAL POSTURE	JustAnswer appealed the district court's denial of its motion to compel arbitration in a putative class action alleging violations of the Electronic Funds Transfer Act and state consumer-protection laws.
STANDARD OF REVIEW	The Ninth Circuit reviewed de novo the district court's order denying the motion to compel arbitration. JustAnswer bore the burden of proving the existence of an agreement to arbitrate by a preponderance of the evidence.
PRECEDENTIAL VALUE	published and precedential
PARTIES	JustAnswer LLC v. Kseniya Godun, Moya McDowell, Renee Pettit, Kristie Nelson, Tasha Davis, Latoya Foust

TOPICS

- contract formation
- mutual assent
- consumer protection
- appellate jurisdiction
- standard of review

PRACTICE AREAS

contract law

arbitration

consumer protection

appellate procedure

QUESTIONS PRESENTED

1. Whether the plaintiffs formed contracts with JustAnswer by receiving inquiry notice of and assenting to the website's Terms of Service.
2. Whether the plaintiffs' website use, button clicks, or interaction with pre-checked boxes unambiguously manifested assent to the Terms of Service and its arbitration clause.
3. Whether the district court properly denied JustAnswer's motion to compel arbitration.

HOLDINGS

1. Under California contract law, a sign-in-wrap contract is formed under an inquiry-notice theory only when the website provides reasonably conspicuous notice of the terms to which the consumer will be bound and the consumer takes an action that unambiguously manifests assent to those terms.
2. In the inquiry-notice sign-in-wrap context, an advisal that merely states 'I agree' without identifying the action that will constitute assent does not create an unambiguous manifestation of assent under Ninth Circuit precedent.
3. Because the plaintiffs did not form contracts containing JustAnswer's Terms of Service, they did not agree to arbitrate their claims.

KEY QUOTATIONS

"We conclude that no meeting of the minds took place and thus affirm the district court." (at 704)

"Under an inquiry theory of notice, contracts are formed between website users and operators only where (1) the website provides reasonably conspicuous notice of the terms to which the consumer will be bound; and (2) the consumer takes some action, such as clicking a button or checking a box, that unambiguously manifests his or her assent to those terms." (at 705)

"There is no bright-line test for finding that a particular design element is adequate in every circumstance." (at 706)

"The advisal lacked an explanatory phrase indicating that 'By clicking connect now' or 'By connecting,' or 'By chatting,' etc., she agreed to the terms." (at 710)

"The context of the transaction is relevant at step one of the inquiry-notice online contract formation test, not step two." (at 712)

"Plaintiffs were not on inquiry notice of JustAnswer's proposed contractual terms. So no contract was formed, and Plaintiffs never agreed to arbitrate their claims." (at 713)

FACTUAL BACKGROUND

Plaintiffs accessed justanswer.com to obtain answers from subject-matter experts, created accounts, and paid between \$1 and \$5 for initial questions. JustAnswer's Terms of Service purportedly automatically enrolled them in recurring monthly subscriptions costing between \$46 and \$60. The website displayed different sign-in and payment-page designs, but the plaintiffs alleged that they were not adequately informed that their actions would constitute assent to contractual terms containing an arbitration provision.

PROCEDURAL HISTORY

Plaintiffs sued JustAnswer, alleging that the company enrolled them in recurring monthly subscriptions without consent and made cancellation difficult. JustAnswer moved to compel arbitration under an arbitration clause in its Terms of Service. The Northern District of California denied the motion as to the plaintiffs before the Ninth Circuit, concluding that the plaintiffs lacked sufficient notice of the Terms of Service and therefore did not form contracts containing arbitration agreements. The Ninth Circuit affirmed; the district court's order as to Renee Pettit was not before the court because she did not cross-appeal.

DISPOSITION

affirmed

CASES CITED

- Sellers v. JustAnswer LLC, 73 Cal. App. 5th 444 (2021)
- Quamina v. JustAnswer LLC, 721 F. Supp. 3d 1026 (N.D. Cal. 2024)
- Berman v. Freedom Fin. Network, LLC, 30 F.4th 849 (9th Cir. 2022)
- Bielski v. Coinbase, Inc., 87 F.4th 1003 (9th Cir. 2023)
- Oberstein v. Live Nation Ent., Inc., 60 F.4th 505 (9th Cir. 2023)
- First Options of Chi., Inc. v. Kaplan, 514 U.S. 938 (1995)
- Johnson v. Walmart Inc., 57 F.4th 677 (9th Cir. 2023)
- Holley-Gallegly v. TA Operating, LLC, 74 F.4th 997 (9th Cir. 2023)
- Nguyen v. Barnes & Noble Inc., 763 F.3d 1171 (9th Cir. 2014)
- Register.com, Inc. v. Verio, Inc., 356 F.3d 393 (2d Cir. 2004)
- Specht v. Netscape Commc'ns Corp., 306 F.3d 17 (2d Cir. 2002)
- CRS Recovery, Inc. v. Laxton, 600 F.3d 1138 (9th Cir. 2010)
- Keebaugh v. Warner Bros. Ent. Inc., 100 F.4th 1005 (9th Cir. 2024)
- Chabolla v. ClassPass Inc., 129 F.4th 1147 (9th Cir. 2025)
- Herzog v. Superior Ct., 101 Cal. App. 5th 1280 (2024)
- Wilson v. Huuuge, Inc., 944 F.3d 1212 (9th Cir. 2019)
- Long v. Provide Com., Inc., 245 Cal. App. 4th 855 (2016)
- B.D. v. Blizzard Ent., Inc., 76 Cal. App. 5th 931 (2022)
- Meyer v. Uber Techs., Inc., 868 F.3d 66 (2d Cir. 2017)
- Starke v. SquareTrade, Inc., 913 F.3d 279 (2d Cir. 2019)

- Schnabel v. Trilegiant Corp., 697 F.3d 110 (2d Cir. 2012)
- Hancock v. AT&T Co., 701 F.3d 1248 (10th Cir. 2012)
- Meyer v. Uber Techs., Inc., 868 F.3d 66 (2d Cir. 2017)
- Edmundson v. Klarna, Inc., 85 F.4th 695 (2d Cir. 2023)
- Eagle Fire & Water Restoration, Inc. v. City of Dinuba, 102 Cal. App. 5th 448 (2024)
- Schwarz v. St. Jude Med., Inc., 254 N.C. App. 747 (2017)
- Cullinane v. Uber Techs., Inc., 893 F.3d 53 (1st Cir. 2018)
- Reno v. ACLU, 521 U.S. 844 (1997)

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