

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Stuart Rice

1 **KJC LAW GROUP, A.P.C.**  
Kevin J. Cole (SBN 321555)  
2 9701 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90212  
3 Telephone: (310) 861-7797  
e-Mail: kevin@kjclawgroup.com

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5 *Attorneys for Plaintiff*  
*Dino Moody*

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES – CIVIL COMPLEX**

9 DINO MOODY, on behalf of himself and all others  
10 similarly situated,

11 Plaintiff,

12 v.

13 THISTLE HEALTH INC., a Delaware corporation;  
14 and DOES 1 through 10, inclusive,

15 Defendants.

CASE NO.: **22STCV34568**

**CLASS ACTION COMPLAINT FOR:**

- 1. **VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE §§ 1750, et seq.; and**
- 2. **VIOLATIONS OF THE UNFAIR COMPETITION LAW (BUS. & PROF. CODE, §§ 17200, et seq.)**

Filed Concurrently:

- 1. Plaintiff’s CLRA Venue Affidavit

**(Jury Trial Demanded)**

1 Plaintiff Dino Moody (“Plaintiff”), individually and on behalf of all others similarly situated,  
2 complains and alleges as follows based on personal knowledge as to himself, on the investigation of his  
3 counsel, and on information and belief as to all other matters. Plaintiff believes that substantial evidentiary  
4 support will exist for the allegations set forth in this complaint, after a reasonable opportunity for  
5 discovery.

6 **INTRODUCTION AND SUMMARY OF CLAIMS**

7 1. Plaintiff brings this Class Action Complaint to challenge Thistle Health Inc.’s (“Thistle”  
8 or “Defendant”) deceptive advertising practices with respect to its automatic renewal and continuous  
9 service offers of an online meal kit service it provides to consumers. Among other things, Thistle (a)  
10 enrolls consumers in automatic renewal and continuous service subscriptions without providing clear and  
11 conspicuous disclosures about the program or the associated charges; (b) charges consumers’ credit and  
12 debit cards without first obtaining their “affirmative consent” to the charge; and (c) fails to provide a cost-  
13 effective, timely, and easy-to-use mechanism for cancellation.

14 2. In short, Thistle’s automatic renewal and continuous service offers violate California’s  
15 Automatic Renewal Law (the “ARL”), Cal. Bus. & Prof. Code §§ 17600, *et seq.*, which requires  
16 companies like Thistle to clearly and conspicuously explain “automatic renewal offer terms.” As a result  
17 of these ARL violations, Thistle has violated the California Consumer Legal Remedies Act (the “CLRA”),  
18 Cal. Civ. Code §§ 1750, *et seq.* *See King v. Bumble Trading, Inc.*, 393 F.Supp.3d 856, 870 (N.D. Cal.  
19 2019) (an ARL violation can form the basis for a CLRA claim); *see also Johnson v. Pluralsight, LLC*,  
20 728 F. App’x 674, 676–77 (9th Cir. 2018) (“[Plaintiff’s] complaint alleges that Pluralsight violated the  
21 ARL by charging him without first providing information on how to cancel the subscription. The record  
22 also indicates that consumers signing up for trial subscriptions were not specifically given instructions on  
23 how to cancel before payment. This amply satisfies the UCL requirement that an unlawful business  
24 practice be any violation of ‘other laws.’”).

25 3. Thistle has also violated the CLRA because (a) it “[u]ses[] deceptive representations . . .  
26 in connection with [its] services” and “[a]dvertis[es] . . . [its] services with [the] intent not to sell them as  
27 advertised.” *See* Cal. Civ. Code §§ 1770(a)(4) & (9).

1 4. In addition, because Thistle’s automatic renewal “business practices” violate the ARL, they  
2 also violate California Business & Professions Code §§ 17200 (the “UCL”). *See, e.g., Kasky v. Nike, Inc.*,  
3 27 Cal.4th 939, 950 (2002) (upholding false advertising claims against Nike; the Supreme Court explained  
4 that the “unlawful” prong of § 17200 makes a violation of the underlying law a *per se* violation of the  
5 UCL; the court held, “The UCL’s scope is broad. By defining unfair competition to include any  
6 ‘unlawful . . . business act or practice,’ the UCL permits violations of other laws to be treated as unfair  
7 competition that is independently actionable.”) (emphasis in original); *see also Stop Youth Addiction, Inc.*  
8 *v. Lucky Stores, Inc.*, 17 Cal.4th 553, 561 (1998), *overruled on other grounds in Arias v. Superior Court*,  
9 46 Cal.4th 969 (2009) (holding that § 17200 allows a remedy even if the underlying statute confers no  
10 private right of action). California law is clear that virtually any law or regulation—here, the ARL—can  
11 serve as a predicate for a § 17200 “unlawful” violation. *See People v. E.W.A.P., Inc.*, 106 Cal.App.3d  
12 315, 319 (1980); *Farmers Ins. Exchange v. Superior Court*, 2 Cal.4th 377, 383 (1992) (holding that §  
13 17200 “borrows” violations of other laws and treats them as unlawful practices independently actionable  
14 under § 17200).

15 5. Plaintiff, on behalf of himself and the Class (defined below), seeks to obtain actual  
16 damages, injunctive relief, restitution, punitive damages, and other appropriate relief as a result of these  
17 violations. *See* Cal. Civ. Code § 1780(a)(1) – (5); Cal. Bus. & Prof. Code §§ 17203, 17204 & 17535.

18 6. Plaintiff also seeks reasonable attorneys’ fees pursuant to (a) the CLRA, which allows a  
19 prevailing plaintiff to recover court costs and attorneys’ fees as a matter of right, *see* Cal. Civ. Code §  
20 1780(e), and (b) California Code of Civil Procedure § 1021.5, as this lawsuit seeks the enforcement of an  
21 important right affecting the public interest and satisfies the statutory requirements for an award of  
22 attorneys’ fees.

23 **JURISDICTION AND VENUE**

24 7. Subject matter jurisdiction is proper in this Court because the amount in controversy is  
25 within this Court’s jurisdictional limit.

26 8. This Court has personal jurisdiction over Thistle because Thistle conducts substantial  
27 business in Los Angeles County, California. By offering online meal kit services to California  
28 consumers—and then automatically renewing their subscriptions—Thistle has “purposefully availed”

1 itself of forum benefits. *Pavlovich v. Superior Court*, 29 Cal.4th 262, 268 (2002). In addition, the  
2 controversy is related to or arises out of Thistle’s contacts with the forum, and the assertion of personal  
3 jurisdiction would comport with “fair play and substantial justice.” *Id.*

4 9. Venue is proper in the Los Angeles County Superior Court pursuant to Code of Civil  
5 Procedure, sections 394, 395, and 395.5. Wrongful conduct occurred and continues to occur in this  
6 County. Thistle conducted and continues to conduct business in this County as it relates to its automatic  
7 renewal and continuous service offers.

8 **PARTIES**

9 10. Plaintiff is and at all relevant times mentioned was both a resident of Los Angeles County,  
10 California and a “consumer,” as defined by Cal. Civ. Code § 1761(d) and Cal. Bus. & Prof. Code §  
11 17601(d).

12 11. Thistle is a Delaware corporation with its principal place of business in San Francisco,  
13 California. Thistle is and at all relevant times mentioned was a “person,” as defined by Cal. Civ. Code §  
14 1761(c).

15 12. Thistle offers a meal kit service through its website, <https://www.thistle.co/>.

16 **FACTUAL ALLEGATIONS**

17 13. On July 25, 2022, Plaintiff purchased a meal kit (from [https://www.thistle.co](https://www.thistle.co/)) for \$66.45,  
18 from his home in Los Angeles County, California. After this initial transaction, however, Thistle enrolled  
19 Plaintiff into an automatic renewal subscription—automatically charging him another \$88.95 on August  
20 5, 2022 (a different and higher amount than the initial charge)—without providing the clear and  
21 conspicuous disclosures required by California law.

22 14. Automatic renewal subscriptions affecting California consumers are governed by the ARL,  
23 Cal. Bus. & Prof. Code §§ 17600, *et seq.*, which requires companies like Thistle to clearly and  
24 conspicuously explain “automatic renewal offer terms,” including by providing the following clear and  
25 conspicuous disclosures:

- 26 (a) that the subscription or purchasing agreement will continue until the consumer cancels;  
27 (b) the description of the cancellation policy that applies to the offer;

1 (c) the recurring charges that will be charged to the consumer’s credit or debit card or payment  
2 account with a third party as part of the automatic renewal plan or arrangement, and that  
3 the amount of the charge may change, if that is the case, and the amount to which the  
4 charge will change, if known;

5 (d) the length of the automatic renewal term or that the service is continuous, unless the length  
6 of the term is chosen by the consumer; and

7 (e) the minimum purchase obligation, if any.

8 *See* Cal. Bus. & Prof. Code § 17601(b)(1) – (5).

9 15. None of the above disclosures were properly provided to Plaintiff.

10 16. Thistle also failed to provide a means for Plaintiff to cancel by using a “cost-effective,  
11 timely, and easy-to-use mechanism for cancellation.” *Id.*, § 17602(b).

12 17. Critically, the ARL requires the automatic renewal offer terms must be presented to the  
13 consumer both:

14 (a) *before* the purchasing contract is fulfilled, and in “visual proximity” to the *request for*  
15 *consent to the offer*; and

16 (b) *clearly and conspicuously*, defined by the statute as one or more of the following:

- 17 i. in larger type than the surrounding text;  
18 ii. in contrasting type, font, or color to the surrounding text of the same size; or  
19 iii. set off from the surrounding text of the same size by symbols or other marks in a  
20 manner that clearly calls attention to the language.

21 *See id.*, §§ 17602(a)(1) & 17601(c).

22 18. Thistle does not clearly and conspicuously disclose its automatic renewal offer terms in  
23 the manner required by Section 17602. For example, Thistle does not use bold, highlighted, all-  
24 capitalized, or different-colored text for the automatic renewal terms; there is no “call out” box or anything  
25 like that near the terms. Instead, the disclosures appear in very small font, at the very bottom of the  
26 checkout screen, and are deliberately difficult to read.

27 ///

28 ///

1  
2 **Checkout**

3 Add a credit/debit card for payment processing. All payments are processed on  
4 Thursdays at midnight for the following week of service.

5 **PLANTS120 applied** 

7  Card number MM / YY CVC

9  
10 **START ENJOYING THISTLE**

11  
12 By clicking "Start Enjoying Thistle", you agree you are purchasing a continuous  
13 subscription that renews weekly and will receive weekly deliveries until you pause or  
14 cancel. Your credit card will be charged the total cost of your subscription each week. You  
15 may pause or cancel your subscription at any time by signing into your account, heading  
16 to your Account page and navigating to the "Meal Plan" tab (for pausing) or the "Account  
17 Details" tab (for cancelling) and following the prompts. All orders are processed at 11:59pm  
18 each Thursday. Any orders that have been processed, as reflected on your Coming Up  
19 page, cannot be cancelled and you will not receive a refund of fees already paid. For more  
20 information see our [Terms of Use](#) and [FAQs](#).

21  
22 19. Nor does Thistle properly disclose (a) any description of the cancellation policy that applies  
23 to the offer; (b) that the recurring charges will be charged to the consumer's credit or debit card or payment  
24 account with a third party as part of the automatic renewal plan; or (c) when the consumer will be charged.  
25 In Plaintiff's case, he was billed on or soon after July 25, 2022, then billed again—without notice, and for  
26 a different and higher amount than the initial charge—on August 5, 2022.

27  
28 20. In addition, Plaintiff did not receive an ARL-compliant retainable acknowledgement (e.g.,  
email) explaining or providing (i) the automatic renewal offer's terms, (ii) the cancellation policy, and  
(iii) information about how to cancel Thistle's services. All are required by law. *See* Cal. Bus. & Prof.  
Code § 17602(a)(3).

1 21. The ARL also requires that “a business that allows a consumer to accept an automatic  
2 renewal or continuous service offer online shall allow a consumer to terminate the automatic renewal or  
3 continuous service *exclusively online, at will*, and without engaging any further steps that obstruct or delay  
4 the consumer’s ability to terminate the automatic renewal or continuous service immediately.” Cal. Bus.  
5 & Prof. Code § 17602(d)(1). The online method of termination must be in the form of either: (a) “[a]  
6 prominently located direct link or button which may be located within either a customer account or profile,  
7 or within either device or user settings,” or (b) “[b]y an immediately accessible termination email  
8 formatted and provided by the business that a consumer can send to the business without additional  
9 information.” *Id.* Thistle violated these provisions, as well.

10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated (“the  
12 Class”).

13 23. Plaintiff represents, and is a member of, the Class consisting of:

14 All persons in California who purchased a product or service from Thistle  
15 as part of an automatic renewal plan or continuous service offer within the  
16 four years prior to the filing of this Complaint.

17 24. Thistle and its employees or agents are excluded from the Class. Plaintiff does not know  
18 the number of Class members, but estimates it to be greater than 100 individuals, if not many more. As a  
19 result, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

20 25. The “Class Period” means the four years prior to the filing of this Complaint.

21 26. Plaintiff reserves the right to redefine the Class, and to add and redefine any additional  
22 subclasses as appropriate based on discovery and specific theories of liability.

23 27. There is a well-defined community of interest in the litigation, the proposed class is easily  
24 ascertainable, and Plaintiff is a proper representative of the Class.

25 28. **Ascertainability:** Class members are readily ascertainable from Thistle’s own records  
26 and/or Thistle’s agents’ records.

27 29. **Numerosity:** The potential Class members as defined are so numerous and so diversely  
28 located throughout California, that joinder of all the Class members is impracticable. Class members are  
dispersed throughout California. Joinder of all members of the proposed Class is therefore not practicable.

1           30.     **Commonality:** There are questions of law and fact common to Plaintiff and the Class that  
2 predominate over any questions affecting only individual Class members, in particular because every  
3 member of the class has an identical check-out and subscription process. The common questions of law  
4 and fact include, without limitation:

5           (a) Do Thistle’s automatic renewal practices violate the ARL, Cal. Bus & Prof. Code §§  
6           17600, *et seq.*?

7           (b) Does Thistle violate the CLRA, Cal. Civ. Code §§ 1750, *et seq.*?

8           (c) Does Thistle violate the UCL, Cal. Bus. & Prof. Code §§ 17200, *et seq.*?

9           (d) Whether the members of the Class are entitled to damages and/or restitution.

10           (e) What type of injunctive relief is appropriate and necessary to enjoin Thistle from  
11 continuing its unlawful automatic renewal practices?

12           (f) Whether Thistle’s conduct was undertaken with conscious disregard of the rights of the  
13 members of the Class and was done with fraud, oppression, and/or malice.

14           31.     **Typicality:** Plaintiff’s claims are typical of the claims of the members of the Class in that  
15 Plaintiff is a member of the Class he seeks to represent. Identical to all members of the Class, Thistle (a)  
16 enrolled Plaintiff in an automatic renewal and continuous service subscription without providing clear and  
17 conspicuous disclosures as required by California law; (b) charged Plaintiff for those services without  
18 obtaining his affirmative consent; (c) did not provide Plaintiff with information on how to cancel those  
19 services; (d) did not provide Plaintiff with a cost-effective, timely, and easy-to-use mechanism for  
20 cancellation, nor a method of cancellation required by § 17602; and (e) failed to send an ARL-compliant  
21 retainable acknowledgement consistent with Cal. Bus. & Prof. Code § 17602(a)(3). Plaintiff is advancing  
22 the same claims and legal theories on behalf of himself and all absent members of the Class. Defendant  
23 has no defenses unique to the Plaintiff.

24           32.     **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the  
25 interests of the Class. Plaintiff’s interests do not conflict with those of the Class members. Plaintiff has  
26 retained counsel experienced in consumer protection law, including class actions, and specifically,  
27 California’s ARL. Plaintiff has no adverse or antagonistic interest to those in the Class and will fairly and  
28



1 adequately protect the interests of the Class. Plaintiff's attorneys are aware of no interests adverse or  
2 antagonistic to those of Plaintiff and the proposed Class.

3       33. ***Superiority of Class Action:*** A Class Action is superior to other available means for the  
4 fair and efficient adjudication of this controversy. Individual joinder of all Class members is not  
5 practicable, and questions of law and fact common to the Class predominate over any questions affecting  
6 only individual members of the Class. Plaintiff and the Class members have suffered or may suffer loss  
7 in the future by reason of Defendant's illegal policies and/or practices. Certification of this case as a class  
8 action will allow those similarly situated persons to litigate their claims in the manner that is most efficient  
9 and economical for the parties and the judicial system. Certifying this case as a class action is superior  
10 because it allows for efficient relief to Class members, and will thereby effectuate California's strong  
11 public policy of protecting the California consumer from violations of its laws.

12       34. Even if every individual Class member could afford individual litigation, the court system  
13 could not. It would be unduly burdensome to the courts if individual litigation of the numerous cases  
14 were to be required. Individualized litigation also would present the potential for varying, inconsistent,  
15 or contradictory judgments, and would magnify the delay and expense to all parties and to the court system  
16 resulting from multiple trials of the same factual issues.

17       35. By contrast, conducting this action as a class action will present fewer management  
18 difficulties, conserve the resources of the parties and the court system, and protect the rights of each Class  
19 member. Further, it will prevent the very real harm that would be suffered by numerous putative Class  
20 members who will be unable to enforce individual claims of this size on their own, and by Thistle's  
21 competitors, who will be placed at a competitive disadvantage because they chose to obey the law.  
22 Plaintiff anticipates no difficulty in the management of this case as a class action.

23       36. Plaintiff reserves the right to expand the Class definition to seek recovery on behalf of  
24 additional persons as warranted as facts are learned in further investigation and discovery.

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**FIRST CAUSE OF ACTION**

**Violation of the California Consumer Legal Remedies Act,  
Cal. Civ. Code §§ 1750, *et seq.* (Automatic Renewal Law)  
(By Plaintiff Against Defendants on Behalf of the Class)**

37. Plaintiff repeats and re-alleges the allegations contained in every preceding paragraph.

38. The CLRA is a California consumer protection statute which allows plaintiffs to bring private civil actions for “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction . . . which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a). The purposes of the CLRA are “to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.” Cal. Civ. Code § 1760.

39. California enacted the ARL “to end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof. Code § 17600.

40. Plaintiff and each member of the Class are “consumers” as defined by California Business & Professions Code section 17601(d). Thistle’s sales of its products on its website to Plaintiff and the Class were for an “automatic renewal” within the meaning of California Business & Professions Code section 17601(a).

41. Defendants failed to clearly and conspicuously disclose (a) the nature of the subscription agreement as one that will continue until the consumer canceled, (b) how to cancel the subscription, (c) the recurring amounts that would be charged to the consumer’s payment account, (d) the length of the automatic renewal term, or (e) any minimum purchasing obligation(s).

42. Defendants have violated several of the ARL’s provisions:

- (a) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(1) because their offer did not “include a clear and conspicuous explanation of the price that will be charged . . .”;
- (b) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(2) by charging consumers’ credit and debit cards without first obtaining their “affirmative consent” to the charge; and
- (c) Defendants have violated Cal. Bus. & Prof. Code § 17602(d)(1) by failing to “allow a

1 consumer” who “accept[s] an automatic renewal or continuous service offer online” to  
2 “terminate the automatic renewal or continuous service exclusively online, at will, and  
3 without engaging any further steps that obstruct or delay the consumer's ability to  
4 terminate the automatic renewal or continuous service immediately.”

5 (d) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(3) by failing to provide a  
6 permanently retainable post-transaction acknowledgment that allows cancellation before  
7 payment.

8 43. Through their violations of the ARL, Defendants have violated the CLRA. *See King*, 393  
9 F.Supp.3d at 870 (an ARL violation can form the basis for a CLRA claim); *see also Pluralsight*, 728 F.  
10 App’x at 676–77 (“[Plaintiff’s] complaint alleges that Pluralsight violated the ARL by charging him  
11 without first providing information on how to cancel the subscription. The record also indicates that  
12 consumers signing up for trial subscriptions were not specifically given instructions on how to cancel  
13 before payment. This amply satisfies the UCL requirement that an unlawful business practice be any  
14 violation of ‘other laws.’”).

15 44. Pursuant to Cal. Civ. Code § 1782, on September 9, 2022, Plaintiff’s counsel notified  
16 Defendants in writing (by certified mail, with return receipt requested) of the particular violations of the  
17 CLRA and demanded that they correct or agree to correct the actions described in this Complaint,  
18 including by giving notice to all affected consumers.

19 45. Defendants did not agree to rectify the problems associated with the actions described  
20 above and to give notice to all affected consumers within 30 days of the date of the written notice, as  
21 prescribed by § 1782.

22 46. Plaintiff seeks actual, consequential, punitive, and statutory damages, as well as mandatory  
23 attorneys’ fees and costs, against Defendants.

24 **SECOND CAUSE OF ACTION**

25 **Violation of the Unfair Competition Law (Bus. & Prof. Code, §§ 17200, *et seq.*)**

26 **(By Plaintiff Against Defendants on Behalf of the Class)**

27 47. Plaintiff repeats and re-alleges the allegations contained in every preceding paragraph.  
28

1           48.     The UCL prohibits, and provides civil remedies for, “unfair competition,” which is defined  
2 as “any unlawful, unfair or fraudulent business act or practice.” The UCL is written in “sweeping  
3 language” to include “anything that can properly be called a business practice and that at the same time is  
4 forbidden by law.” *Bank of the West v. Superior Court*, 2 Cal.4th 1254, 1264 (1992) (internal brackets  
5 and quotation marks omitted).

6           49.     The UCL has several substantive “prongs” which are a function of the statutory definition  
7 of “unfair competition.” More specifically, under the UCL, “unfair competition” includes (i) an  
8 “unlawful” business act or practice, (ii) an “unfair” business act or practice, and (iii) a “fraudulent”  
9 business act or practice. *See* Bus. & Prof. Code, §§ 17200, *et seq.*

10          50.     The “unlawful” prong of the UCL makes a violation of the underlying law a *per se* violation  
11 of the UCL. “By defining unfair competition to include any ‘*unlawful . . . business act or practice*,’ the  
12 UCL permits violations of other laws to be treated as unfair competition that is independently actionable.”  
13 *Kasky*, 27 Cal.4th at 950 (emphasis in original).

14          51.     Defendants committed “unlawful,” “unfair,” and/or “fraudulent” business practices by,  
15 among other things: (a) enrolling Plaintiff and the Class in an automatic renewal and continuous service  
16 subscription without providing clear and conspicuous disclosures as required by California law; (b)  
17 charging Plaintiff and the Class for those services without obtaining the requisite affirmative consent; (c)  
18 failing to provide Plaintiff or the Class with information on how to cancel those services; (d) failing to  
19 provide Plaintiff or the Class with a cost-effective, timely, and easy-to-use mechanism for cancellation,  
20 nor a method of cancellation required by § 17602; and (e) failing to send an ARL-compliant retainable  
21 acknowledgement consistent with Cal. Bus. & Prof. Code § 17602(a)(3). Plaintiff reserves the right to  
22 allege other violations of law that constitute unlawful, unfair, or fraudulent business acts or practices.

23          52.     Defendants’ acts and omissions as alleged in this Complaint violate obligations imposed  
24 by statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
25 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to  
26 such conduct.

27          53.     There were reasonably available alternatives to further Defendants’ legitimate business  
28 interests, other than the conduct described in this Complaint.

1 54. Defendants' acts, omissions, nondisclosures, and misleading statements as alleged in this  
2 Complaint were and are false, misleading, and/or likely to deceive the consuming public.

3 55. Plaintiff has suffered injury in fact and lost money as a result of Defendants' acts of unfair  
4 competition.

5 56. Pursuant to § 17203, Plaintiff and all Class members are entitled to restitution of all  
6 amounts Defendants received from them as a result of the foregoing conduct during the four years  
7 preceding the filing of this Complaint and continuing until Defendants' acts of unfair competition cease.

8 57. Pursuant to § 17203, Plaintiff is entitled to an order enjoining Defendants from committing  
9 further acts of unfair competition.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief and judgment in favor of himself and the Class as follows:

12 1. For an order certifying that the action be maintained as a class action, that Plaintiff be  
13 designated the class representative, and that undersigned counsel be designated as class counsel.

14 2. For an injunction putting a stop to the illegal conduct described herein and ordering  
15 Defendants to correct their illegal conduct and refrain from automatically charging consumers without  
16 properly informing them in the future.

17 3. For an order awarding Plaintiff and the proposed Class members actual, consequential,  
18 restitution, punitive, and statutory damages, as appropriate.

19 4. For pre- and post-judgment interest and costs of suit incurred herein.

20 5. For attorneys' fees incurred herein.

21 6. For such other and further relief as the Court may deem just and proper.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff, on behalf of himself and the Class, hereby demands a trial by jury.

24 DATED: October 28, 2022

**KJC LAW GROUP, A.P.C.**

25 By: /s/ Kevin J. Cole

Kevin J. Cole, Esq.

26  
27 *Attorneys for Plaintiff Dino Moody*