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15 Alexis Gonzalez and Joanna Arredondo

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **COUNTY OF LOS ANGELES**

19 ALEXIS GONZALEZ and JOANNA  
20 ARREDONDO themselves and all others  
similarly situated and aggrieved,

21 Plaintiffs,

22 v.

23 FACTOR75, LLC, a Delaware Limited  
24 Liability Company; FACTOR75, INC., a  
California Corporation; and DOES 1 to 50,  
inclusive,

25 Defendants.

Case No.: 23STCV15330

**CLASS ACTION COMPLAINT**

- 1) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW [Bus. & Prof. Code §§ 17200, *et seq.*]
- 2) VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT [Civ. Code §§ 1750, *et seq.*]
- 3) CONVERSION
- 4) UNJUST ENRICHMENT

**JURY TRIAL DEMANDED**

1 Plaintiffs Alexis Gonzalez and Joanna Arredondo (“Plaintiffs”), individually, and on behalf  
2 of all others similarly situated, upon personal knowledge of the facts pertaining to themselves and  
3 on information and belief as to all other matters, by and through undersigned counsel, hereby bring  
4 this class action complaint against defendants Factor75, LLC and Factor 75, Inc. (“Defendants”)  
5 and alleges as follows:

6 **INTRODUCTION**

7 1. Defendants offer ready-made meals, or what Defendants advertise as a “box,” that  
8 provide customers with “Healthy, Chef-prepared meals delivered to your doorstep” throughout  
9 California and other states. To enhance sales and increase profits, Defendants offer customers  
10 discounts and coupons to entice consumers to sign-up for a deceptive and unlawful auto-renewal  
11 subscription plan.

12 2. Defendants persuade customers to purchase their first box by offering “60% OFF”  
13 and other promotional coupons and include a countdown timer on its website to create a false sense  
14 of urgency: “You have 30:00 minutes to use this offer!” Countdown timers are a known powerful  
15 marketing strategy that creates the fear of missing out or “FOMO.” This is a scarcity tactic which  
16 marketers strategically employ to create the perception of product scarcity which, in turn, promotes  
17 purchase interest in a product and/or service.

18 3. After a customer is convinced to purchase the first box, customers are unwittingly  
19 enrolled in Defendants’ meal delivery service plan that automatically renews each week. Defendants  
20 thereafter post charges to consumers’ credit or debit card in an amount ranging from \$60.00 plus  
21 \$9.99 shipping per week for 4 meals, to \$198.00 plus \$9.99 shipping per week for 18 meals.  
22 However, these practices fail to provide either clear and conspicuous disclosures mandated by  
23 California law and a clear mechanism by which consumers may cancel their subscriptions in further  
24 violation of California law.

25 4. Defendants are part of the highly profitable subscription economy. Subscription  
26 services were estimated to be worth \$650 billion in 2020 alone and are anticipated to dramatically  
27 increase as more companies avail themselves of the marketing strategy. In fact, federal regulators  
28 are investigating ways to make it harder for companies like Defendants to trap consumers in auto-

1 renewal subscriptions.<sup>1</sup> However, the subscription business has outpaced the federal regulations that  
2 police it.

3 5. Plaintiffs allege that Defendants violated California law in connection with an illegal  
4 automatically renewing online meal delivery subscription program. Defendants enroll consumers in  
5 a subscription service without providing the “clear and conspicuous” disclosures mandated by  
6 California law, and post charges to consumers’ credit or debit cards for purported subscription  
7 charges without first obtaining the consumers’ affirmative consent to an agreement containing the  
8 requisite clear and conspicuous disclosures. Furthermore, Defendants fail to provide an easy and  
9 efficient mechanism for customers to cancel the subscription service before its automatic renewal.  
10 Defendants also make it difficult and confusing to cancel their subscription, often resulting in failed  
11 cancellations and repeated subscription charges.

12 6. Defendants’ conduct violates the California Automatic Renewal Law (Bus. & Prof.  
13 Code §§ 17600, *et seq.*) (“ARL”), the Consumers Legal Remedies Act (Civ. Code §§ 1750, *et seq.*)  
14 (“CLRA”), the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), and  
15 California’s conversion and unjust enrichment common law. As a direct result of this conduct,  
16 Plaintiffs and all similarly situated customers (the “Class Members”) suffered economic injury in  
17 the loss of money paid for ready-made meal subscriptions. As such, Plaintiffs bring this class action  
18 on behalf of themselves and all similarly situated Class Members seeking declaratory relief,  
19 injunctive relief; equitable relief (including, but not limited to, restitution), damages; and reasonable  
20 attorneys’ fees and costs.

21 **THE PARTIES**

22 7. Plaintiff Alexis Gonzalez is, and at relevant times was, an individual domiciled in  
23 and a citizen of the State of California. In or around February 2023, Plaintiff Gonzalez logged onto  
24 Defendant’s web page at <https://www.factor75.com/r/home> via the web browser on his mobile  
25 phone after being offered a promotional coupon for discounted meals. Plaintiff Gonzalez believed  
26 he was purchasing a specific number of meals and would be given the option to re-purchase meals  
27

28 <sup>1</sup> See Yeganeh Torbati, *Federal officials look to crack down on deceptive subscription marketing practices at broad range of firms*, THE WASHINGTON POST, (June 2, 2021).

1 at a later time. He did not know he was subscribing to an automatically renewing subscription  
2 service. Also, when enrolling in Factor's meal service, Plaintiff Gonzalez was not provided with a  
3 description of its cancellation policy. Plaintiff would not have agreed to sign up for and purchase  
4 the meals had he known at the time of purchase that it was a subscription that would be automatically  
5 renewed each week at a cost of approximately \$130.89. Alternatively, Plaintiff would have  
6 cancelled his meals prior to the expiration of the initial subscription period to avoid being charged  
7 any renewal fee. Accordingly, Plaintiff has suffered injury in fact and lost money or property  
8 because of Defendants' misconduct as alleged herein.

9           8. Plaintiff Joanna Arredondo is, and at relevant times was, an individual domiciled in  
10 the State of California and a citizen of the State of California. In or around August 2022, Plaintiff  
11 Arredondo logged onto Defendants' web page at <https://www.factor75.com/r/home> via the web  
12 browser on her mobile phone after receiving a promotional ad via Instagram. She thought she was  
13 signing up to receive a certain number of meals. However, she learned later that she was enrolled in  
14 an automatically renewing subscription. Plaintiff Arredondo received two meal deliveries but was  
15 not informed of how to cancel her subscription and thereafter requested to delay her deliveries.  
16 Plaintiff would not have agreed to sign up for and purchase the meals had he known at the time of  
17 purchase that it was a subscription that would be automatically renewed each week at a cost of  
18 approximately \$207.99. Alternatively, Plaintiff would have cancelled her meals prior to the  
19 expiration of the initial subscription period to avoid being charged any renewal fee. Accordingly,  
20 Plaintiff has suffered injury in fact and lost money or property because of Defendants' misconduct  
21 as alleged herein.

22           9. Defendant Factor75, LLC is a Delaware limited liability company that, at all relevant  
23 times, was authorized to do business within the State of California and is doing business in the State  
24 of California.

25           10. Defendant Factor75, Inc., is a California corporation that, at all relevant times, was  
26 authorized to do business within the State of California and is doing business in the State of  
27 California. Plaintiffs allege that Factor75, Inc. is the primary Defendant and two-thirds or more of  
28 the members of the proposed class are California citizens.

1 11. Defendants operate the website found at <https://go.factor75.com>. As described  
2 below, this is the website on which consumers subscribe to Defendants' meal delivery service  
3 (operating under the name "Factor").

4 12. The true names and capacities of the DOE Defendants sued herein as DOES 1  
5 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue each such Defendant  
6 by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible  
7 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to  
8 reflect the true names and capacities of the Doe Defendants when such identities become known.

9 13. At all relevant times, each of the Defendants was the principal, agent, partner, joint  
10 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,  
11 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was  
12 engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other  
13 relationships to some or all of the other Defendants so as to be liable for their conduct with respect  
14 to the matters alleged in this complaint. Each Defendant acted pursuant to and within the scope of  
15 the relationships alleged above, and that at all relevant times, each Defendant knew or should have  
16 known about, authorized, ratified, adopted, approved, controlled, and/or aided and abetted the  
17 conduct of all other Defendants.

18 14. At all relevant times, Defendants were and are legally responsible for all the unlawful  
19 conduct, policies, practices, acts and omissions complained of herein. The conduct of Defendants'  
20 managers and supervisors was at all relevant times undertaken as employees of Defendants, acting  
21 within the scope of their employment or authority in all the unlawful activities described herein.

22 **JURISDICTION AND VENUE**

23 15. This Court possesses original subject matter jurisdiction over this matter. Venue is  
24 proper in the County of Los Angeles, because Defendants transact business in Los Angeles,  
25 California, and some of the complained of conduct occurred in this judicial district.

26 16. This Court has personal jurisdiction over Defendants because they are authorized to  
27 and do conduct business in California. Defendants have marketed, promoted, distributed, and sold  
28 the Factor meal delivery subscription services in California. Additionally, Plaintiffs purchased their

1 Factor meal delivery subscription service from Defendants while in California.

2 17. Venue is proper in this Court because Plaintiff Gonzalez resides in this County and  
3 purchased Defendants' ready-made meals here, and Defendants are currently doing, and during the  
4 relevant period have done, significant amounts of business here. In addition, the acts and practices  
5 giving rise to the claims alleged occurred in this County.

6 **BACKGROUND**

7 18. As described below, the California Automatic Renewal Law was enacted to prohibit  
8 companies from enrolling consumers in automatic renewal programs without first making specific,  
9 clear, and conspicuous disclosures and without obtaining each individual's affirmative consent.

10 19. In 2009, the California Legislature passed Senate Bill 340, which took effect on  
11 December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code §§  
12 17600, *et seq.* (the California Automatic Renewal Law or "ARL"). SB 340 was introduced because:

13 It has become increasingly common for consumers to complain about unwanted  
14 charges on their credit cards for products or services that the consumer did not  
15 explicitly request or know they were agreeing to. Consumers report they believed  
16 they were making a one-time purchase of a product, only to receive continued  
17 shipments of the product and charges on their credit card. These unforeseen charges  
18 are often the result of agreements enumerated in the "fine print" on an order or  
19 advertisement that the consumer responded to.

20 20. The Assembly Committee on Judiciary provided the following background for the  
21 legislation:

22 This non-controversial bill, which received a unanimous vote on the Senate floor,  
23 seeks to protect consumers from unwittingly consenting to "automatic renewals" of  
24 subscription orders or other "continuous service" offers. According to the author and  
25 supporters, consumers are often charged for renewal purchases without their consent  
26 or knowledge. For example, consumers sometimes find that a magazine subscription  
27 renewal appears on a credit card statement even though they never agreed to a  
28 renewal.

29 21. The ARL seeks to ensure that, before there can be a legally binding automatic  
30 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms  
31 and conditions and affirmative consent by the consumer. To that end, Bus. & Prof. Code § 17602(a)  
32 makes it unlawful for any business making an automatic renewal offer or a continuous service offer  
33 to a consumer in California to do any of the following:

1           (1) Fail to present the automatic renewal offer terms or continuous service offer  
2 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled  
3 and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the  
4 request for consent to the offer. (Bus. & Prof. Code § 17602(a)(1).) For this purpose, “clear and  
5 conspicuous” means “in larger type than the surrounding text, or in contrasting type, font, or color  
6 to the surrounding text of the same size, or set off from the surrounding text of the same size by  
7 symbols or other marks, in a manner that clearly calls attention to the language.” (Bus. & Prof. Code  
8 § 17601(c).) In the case of an audio disclosure, “clear and conspicuous” means “in a volume and  
9 cadence sufficient to be readily audible and understandable.” (*Id.*) The statute defines “automatic  
10 renewal offer terms” to mean the “clear and conspicuous” disclosure of the following: (a) that the  
11 subscription or purchasing agreement will continue until the consumer cancels; (b) the description  
12 of the cancellation policy that applies to the offer; (c) the recurring charges that will be charged to  
13 the consumer’s credit or debit card or payment account with a third party as part of the automatic  
14 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and  
15 the amount to which the charge will change, if known; (d) the length of the automatic renewal term  
16 or that the service is continuous, unless the length of the term is chosen by the consumer; and (e)  
17 the minimum purchase obligation, if any. (Bus. & Prof. Code § 17601(b).)

18           (2) Charge the consumer’s credit or debit card, or the consumer’s account with a  
19 third party, for an automatic renewal or continuous service without first obtaining the consumer’s  
20 affirmative consent to the agreement containing the automatic renewal offer terms or continuous  
21 service offer terms, including the terms of an automatic renewal offer or continuous service offer  
22 that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code §  
23 17602(a)(2).)

24           (3) Fail to provide an acknowledgment that includes the automatic renewal or  
25 continuous service offer terms, cancellation policy, and information regarding how to cancel in a  
26 manner that is capable of being retained by the consumer. (Bus. & Prof. Code § 17602(a)(3).) If the  
27 offer includes a free trial, the business must also disclose in the acknowledgment how to cancel and  
28 allow the consumer to cancel before the consumer pays for the goods or services. (*Id.*) Section

1 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone  
2 number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall  
3 provide another cost-effective, timely, and easy-to-use mechanism for cancellation.<sup>2</sup>

4 22. Violation of the ARL gives rise to restitution and injunctive relief under the general  
5 remedies provision of the False Advertising Law, Bus. & Prof. Code § 17535. (Bus. & Prof. Code,  
6 § 17604, subd. (a).)

7 23. Defendants' ready-made meal subscriptions are "automatic renewal" plans under  
8 Cal. Bus. & Prof. Code § 17601(a).

9 24. As a result of the foregoing, all goods, wares, merchandise, or products sent to  
10 Plaintiffs and the Class Members as part of and pursuant to the terms of their ready-meal  
11 subscriptions are deemed to be an "unconditional gift" under Cal. Bus. & Prof. Code § 17603.

12 25. As a result of Defendants' violations of the ARL, Plaintiff and the Class Members  
13 suffered economic injury and are entitled to reimbursement of their ready-meal plan payments.

14 **FACTS GIVING RISE TO THIS ACTION**

15 26. Defendants automatically subscribed its customers, including Plaintiff and members  
16 of the Class, to meal delivery subscription plans without first providing the clear and conspicuous  
17 disclosures required by the ARL and without first obtaining their affirmative consent to an

18 \_\_\_\_\_  
19 <sup>2</sup> According to the Federal Trade Commission, the Restore Online Shoppers' Confidence Act,  
20 15 U.S.C. §§ 8401-8405, which contains the federal rules for automatic renewal agreements,  
21 "requires negative option sellers to provide a simple, reasonable means for consumers to cancel their  
22 contracts. To meet this standard, negative option sellers should provide cancellation mechanisms  
23 that are at least as easy to use as the method the consumer used to initiate the negative option feature.  
24 For example, to ensure compliance with this simple cancellation mechanism requirement, negative  
25 option sellers should not subject consumers to new offers or similar attempts to save the negative  
26 option arrangement that impose unreasonable delays on consumers' cancellation efforts. In addition,  
27 negative option sellers should provide their cancellation mechanisms at least through the same  
28 medium (such as website or mobile application) the consumer used to consent to the negative option  
feature. The negative option seller should provide, at a minimum, the simple mechanism over the  
same website or web-based application the consumer used to purchase the negative option feature.  
If the seller also provides for telephone cancellation, it should provide, at a minimum, a telephone  
number, and answer all calls to this number during normal business hours, within a short time frame,  
and ensure the calls are not lengthier or otherwise more burdensome than the telephone call the  
consumer used to consent to the negative option feature. See  
[https://www.ftc.gov/system/files/documents/public\\_statements/1598063/negative\\_option\\_policy\\_s  
tatement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 14.



1 agreement containing the clear and conspicuous disclosures as required under California law. To  
2 make matters worse, Defendants do not provide an effective and easy-to-use mechanism for  
3 consumers to cancel their meal plan.

4         27. Upon accessing Defendants' Factor home page, potential customers are first greeted  
5 by an offering for first-time purchasers for "\$107 Off" and "You have 30:00 minutes to use this  
6 offer!"<sup>3</sup> The thirty-minute timer immediately begins to countdown second by second, and the  
7 discount code is in large bold letters. The user must enter his or her email address in the designated  
8 box in order to receive the promotional code and "Unlock Offer" or "Save Offer for Later."<sup>4</sup>  
9 Alternatively, a user can ignore the misleading offer code and select the "No Thanks" option in  
10 small light grey font.

11         28. Once the promotional code is accepted or declined, the homepage is filled with  
12 colorful plated meals and a large box in the center of the screen stating, "Healthy Eating, Made  
13 Simple, get healthy, chef-prepared meals delivered to your doorstep." The home page explains that  
14 meals are designed by dietitians, prepared by chefs and delivered ready to "heat and eat in minutes."  
15 At no point do Defendants clearly and conspicuously explain that by purchasing one week of meals,  
16 the customer will be automatically enrolled in a recurring weekly subscription service. In fact, at  
17 this point, it is unclear how much a user will be charged to purchase a week of pre-paid meals.

18         29. Upon clicking on the green button called "See Meals and Pricing," the user is directed  
19 to a new page called "Create Your first Box." Again, there is no indication that by purchasing the  
20 first box, a customer will be automatically enrolled in a meal plan subscription that will  
21 automatically renew. On the left side of the page, the customer is prompted to choose a preference  
22 between the several meal options costing between \$60 and \$198 for a week of meals.<sup>5</sup> After  
23 selecting the type of meal and the number of meals for the week, customers can click on a green  
24 button to continue with the purchase. There is no clear indication that the customer will be enrolled  
25 in an automatically renewing subscription service that results in a recurring weekly charge.

26  
27 <sup>3</sup> See <https://go.factor75.com/plans> (last visited April 17, 2023)

28 <sup>4</sup> See <https://www.factor75.com/r/home> (last visited April 17, 2023).

<sup>5</sup> The quoted prices are as of [DATE].

1           30.     Next, the customer is directed to the “Register” page where a user is asked to “Sign-  
2 In” or “Register” for a new account. Defendants do not provide any of the required auto-renewal  
3 disclosures at this point.

4           31.     After registering or signing in, the user is taken to a page where customers can enter  
5 the address to which the meals will be delivered. On the left side of the page, the previously selected  
6 meal plan is displayed along with the price for a single box. Again, there is no indication that by  
7 purchasing a single box of meals, the customer will be automatically enrolled in a weekly  
8 subscription service that renews each week. Customers are led to believe that only a single box will  
9 be purchased and charged. In fact, up until this point, none of the webpages contain clear and  
10 conspicuous auto-renewal disclosures as required by California law, or any disclosures at all for that  
11 matter.

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1 32. Once a delivery method and address are entered, the customer selects another green  
2 button titled "Next" on the left side of the webpage and is directed to the "Payment Details" page:

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22 33. As shown above, in a large box to the upper left, the customer can enter a credit card  
23 number. On the upper right side, there is a large box where a customer can enter a discount code  
24 (which is automatically filled out for first time users) with the total price for a single box displayed  
25 along with the estimated delivery date and time window and the discounted amount in noticeable  
26 red font. Below the payment details, in light grey font that blends into the background and is easily  
27 glanced over if seen at all, Factor explains "Easily cancel your subscription through your account  
28 by 11:59 pm CT on Wednesday, the week prior to your next scheduled delivery." Not only is the

1 cancellation sentence hidden, but it in no way explains that the purchase of a single box will result  
2 in enrollment in a weekly subscription service that will automatically renew. Moreover, there is an  
3 unclear explanation as to how a customer can cancel the service. Further down the page and in even  
4 smaller font, the Payment Details page states relevant information regarding the offer terms  
5 associated with the Factor meal delivery subscription service: “By clicking ‘Place Order & Select  
6 Meals,’ I agree to the Terms and Conditions, the Privacy Policy, and, unless I cancel, the weekly  
7 auto-renewal price of \$88.93 after my discount period ends.”<sup>6</sup> This language is the smallest font on  
8 the page and is not bolded or in a color that stands out—it is intentionally designed to be hidden  
9 from the consumer.

10 34. As a result of Defendants’ failure to provide clear and conspicuous automatic  
11 renewal terms under California law, consumers do not affirmatively consent to the hidden renewal  
12 terms of Defendants’ Factor meal delivery service. Defendants fail to disclose the full terms of its  
13 auto-renewal program either before or after checkout and never require the customer to read or  
14 affirmatively agree to any terms of service. For example, there is no checkbox next to the automatic  
15 renewal offer terms before consumers complete the checkout process and submit their orders. The  
16 Terms and Conditions are not hyperlinked in the common bolded blue and underlined format.  
17 Accordingly, Defendants uniformly fail to obtain any form of consent from, or even provide  
18 effective notice to their customers before charging them on an automatic and recurring basis.

19 35. Additionally, consumers are not provided with an acknowledgment that includes the  
20 automatic renewal or continuous offer terms, and/or information regarding how to cancel in a  
21 manner that is capable of being retained by the consumer.

22 36. Individuals that purchase Defendants’ meal delivery service via an application on  
23 their smartphone undergo a process that is substantially similar if not identical to the process  
24 described above, including but not limited to the lack of disclosures required under California law.

25 37. When Plaintiff Gonzalez purchased his first box of prepared meals, he was not aware  
26 that Defendants were going to automatically renew his subscription without further notice.

27 38. Plaintiff Gonzalez purchased his first box after receiving promotional codes and/or

28 <sup>6</sup> The renewal price depends upon the type and number of meals ordered for the week.

1 advertisements online. To Plaintiff's surprise, Defendants enrolled him in an automatically  
2 renewing subscription. Plaintiff discovered that Defendants enrolled him in an automatic  
3 subscription service when he noticed additional charges to his credit card/debit card approximately  
4 one week after the original purchase.

5 39. Defendants did not inform Plaintiff Gonzalez about how to cancel his subscription,  
6 either when he signed up or by email confirmation of his purchase.

7 40. Similarly, when Plaintiff Arredondo purchased her first box of prepared meals, she  
8 was not aware that Defendants were going to automatically renew her subscription without further  
9 notice.

10 41. Plaintiff Arredondo also purchased her first box of meals after receiving promotional  
11 codes and/or advertisements online. Defendants also enrolled her in an automatically renewing  
12 subscription. Plaintiff discovered that Defendants enrolled her in an automatic subscription service  
13 when she noticed additional charges to his credit card/debit card approximately one week after the  
14 original purchase.

15 42. Defendants did not inform Plaintiff Arredondo about how to cancel her subscription,  
16 either when she signed up or by email confirmation of his purchase. Plaintiff Arredondo did not  
17 want to continue receiving meal boxes but could not determine how to cancel the service. She had  
18 to set a reminder for herself to delay deliveries every week so that she would not be charged because  
19 Defendants did not give her instructions regarding how to cancel.

20 43. Defendants automatically subscribed Plaintiffs to their Factor prepared meal delivery  
21 service without first providing the clear and conspicuous disclosures required by the ARL and  
22 posted charges to Plaintiffs' debit card/credit card without first obtaining affirmative consent to an  
23 agreement containing the required clear and conspicuous disclosures as required under California  
24 law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before  
25 the renewal date or adequately provide acknowledgment of the auto-renewing offer terms, details  
26 on how to cancel the subscription, or other easy-to-use methods for cancellation.

27 44. The confirmation email Plaintiff Arredondo received is below. It does not contain  
28

1 any information about how to cancel the subscription.



23 45. If Plaintiffs had known that Defendants were going to automatically renew their  
 24 subscriptions with additional weekly charges (which can be up to \$198.00<sup>7</sup> plus shipping), Plaintiffs  
 25 would not have purchased Defendants' subscription in the first place or would have taken other  
 26 steps to avoid the renewal of the subscription.

27 \_\_\_\_\_  
 28 <sup>7</sup> \$198.00 plus \$9.99 is the weekly charge for a box with 18 prepared meals as of September 20, 2022.

1           46. Plaintiffs are not the only consumers deceived by Defendants’ auto-renewal  
 2 practices. Consumers have publicly complained on the Better Business Bureau’s website<sup>8</sup> about the  
 3 unwanted and unexpected renewal charges and difficulties with canceling Defendants’ unlawful  
 4 auto-renewal practices:



6 **Initial Complaint**  
 09/29/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

7 I used Factor meals for a couple weeks. I decided to cancel my subscription back in August  
 2022 so I called Factor to do so. Fast forward to September 29th, I was charged \$147.99. I  
 8 called the same day to "resolve" the issue and ask for a refund. Factor's representative explained to me " It too late to adjust or modify your order" The expected  
 9 delivery for this item is Oct. 3-4. 4-5 business days before it reaches me. I can't imagine it be  
 too far along in transit if at all to not give me a refund for a product I assumed was canceled.  
 To fix This issue I simply want a refund of Exactly \$147.99 credited back to my bank account.



11 **Initial Complaint**  
 10/06/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Answered

12 On October 1, 2022 I logged onto the Factor\_ website. The website does not allow you to  
 13 look at offerings prior to inputting your credit card. After reviewing their selections, I  
 promptly cancelled any subscriptions created and deactivated the service. I received a  
 14 confirmation email about the cancelation. On 10/6/22 the account remains deactivated,  
 however, Factor\_ has billed my CC in the amount of \$92.67 and shipped a box. Complaints  
 15 about Factor75's business practices.- No way to look at offerings without adding a payment  
 method.- No way to remove a payment method completely even if account is deactivated.-  
 No way to cancel an account completely. This is very shady.



17 **Initial Complaint**  
 10/12/2022

**Complaint Type:** Delivery Issues  
**Status:** Answered

18 I had received a coupon to try Factor, so ordered 10 meals for \$57.95 which got delivered on  
 9/20/22. A few days later, I was charged \$117.90 and I discovered that I will be receiving  
 19 another order of 10 Factor meals on 9/27/22. When we placed the first order, nowhere did it  
 say that I would get a recurring order, nor did I receive any notification regarding the  
 20 recurring order. Also, I was not able to remove my payment method. I called to cancel the  
 order right away, but they refused to cancel my order. I called Factor to resolve the situation.  
 21 However, the customer service refused to cancel the recurring order nor provide a refund. I  
 want my money back for the unwanted, unwarranted second order, in the amount of  
 \$117.90. Sincerely,

28 <sup>8</sup> See <https://www.bbb.org/us/il/chicago/profile/wholesale-health-products/factor-75-0654-90005442/complaints>

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**Initial Complaint**  
09/29/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

I used Factor meals for a couple weeks. I decided to cancel my subscription back in August 2022 so I called Factor to do so. Fast forward to September 29th, I was charged \$147.99. I called the same day to "resolve" the issue and ask for a refund. Factor's representative explained to me "It too late to adjust or modify your order" The expected delivery for this item is Oct. 3-4. 4-5 business days before it reaches me. I can't imagine it be too far along in transit if at all to not give me a refund for a product I assumed was canceled. To fix This issue I simply want a refund of Exactly \$147.99 credited back to my bank account.



**Initial Complaint**  
09/27/2022

**Complaint Type:** Billing/Collection Issues  
**Status:** Answered

I Orded Factor received the initial box that I ordered for \$40 around thereabouts and a second box thats all I did not like the way the food tasted I canceled two weeks worth of orders I was still charge for them I am currently disputing the charges them deactivated my account on September 8 and, I changed my credit card number and ordered a new one subsequent to that I was still charged \$65.49 on September 22 I am currently disputing these charges through my bank credit card services and have had to put a block on the company due to the fact that they keep charging me even though I havent received anything except two boxes the initial box and then another box that they claimed they could not cancel. And as said they even charged me after I change my credit card number and deactivated my account which is fraud I contacted the fraud department of my bank I have disputed the transactions of the products I did not receive the food. Its terrible its like a really bad TV dinner. I truly and wholeheartedly believe that this company is fraudulent at best & scammers and that they really dont care about their customers at all right now the majority of my credit is tied in dispute because of this company I contacted them in regards to this and they were nothing but rude I download it each chat transcript unfortunately I tried to record my phone call with them but I was using two phones at the same time and didnt get it And on that phone call they were completely rude and went so far as to hang on me. & the chat as well, I had people leave the chat when I was trying to explain to them that they were charging me even though I deactivated my plan on the eighth and they were charging me again September 22 I was charged 6x I believe the public should be aware of this company and should stay away from it or its going to cost them in one way or another I really hope you can do something about this company and warn people please!!!!



**Initial Complaint**  
09/22/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Answered

On 9/22/2022 I was charged \$69.99 for a free box that were part of a promotional coupon sent to me by a friend from Factor25. This was so I could actually try the food. However I never received the free box, and was charged the full price a week before it was supposed to be delivered. Upon calling their customer service line, I was informed that a refund would not be possible regardless of cancellation. Even if I don't get the meals that are entitled to that subscription charge.The customer service representative was extremely vague on why I would not be able to get a refund. "Unfortunately there is nothing I can do at this time". I am absolutely furious and now lost \$70 as a broke college student already struggling financially. No way to remove payment method. NO REFUND POLICY EASILY VISIBLE ON THEIR WEBSITE. From this experience I'm thoroughly convinced this is a scam and will absolutely not revisit in the future. I would love a REFUND



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**Initial Complaint**  
09/08/2022

**Complaint Type:** Delivery Issues  
**Status:** Answered

I ordered from this company one time to try it out. To be honest the service/food was not bad at all. But its a recurring charge that was not fully disclosed. There was no prior communication to me that there was gonna be a charge to my bank account for meals that I did not ask for. I called their customer service to cancel the order the same day it was authorized without my knowledgethe customer service rep as much as they would want to cancel the order, the system just could not allow it. I advised them that how could they not cancel an order that was not even scheduled for delivery for another 5 days. Had to call my bank to file a dispute as this transaction was not authorized.



**Initial Complaint**  
08/25/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

I was a customer of this mail order food meal delivery business. I cancelled my membership on or about 8-4-2022. On 8-25-2023 They have charged my credit card \$124.53 for food I did not order. They refuse to reverse the charge. They refuse to cancel the order. They refuse to acknowledge that I cancelled my membership previously.



**Initial Complaint**  
08/04/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Answered

I had gotten a delivery and skipped the next few weeks of delivery because I got so many meals on my first shipment. Now the website is saying that I in fact did not skip my next delivery and it is going to charge me \$178! It won't let me cancel and I don't want these meals as I had skipped the shipment to begin with! I tried to call the customer support number and it hangs up on me. PLEASE HELP



**Initial Complaint**  
06/20/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Answered

I had an account for meal delivery with this Company. I canceled the service. Suddenly they notified me I had another order coming.I can not find the way to again cancel my account. There is no way to contact them directly.

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**Initial Complaint**  
04/05/2022

**Complaint Type:** Billing/Collection Issues  
**Status:** Resolved

Re: order \*\*\*\*\* (\*\*\*\*\* )and Order \*\*\*\*\* (\*\*\*\*\* )Both my boyfriend and I subscribed to meal plan with Factor75, both received 1 meal each, and both canceled our subscription directly after that. However, we are still being charged and just today received a box of food that I was told could not be returned.I first ordered my meal on 03/02 and paid the correct \$59.49 charge with my Paypal account. Then on 03/17 my boyfriend ordered his first meal. \$65 was charged to my Mastercard.(invoice states we were charged \$59.49). I deactivated the account after that first week. On 03/24 my card was charged \$59.49 and an additional \$89.19 on the same day. I was then charged another \$89.19 on 03/31, the same day I received a promotional email from Factor75 to come back and reactivate my account.I have called Factor75 customer service reps several times, requesting to elevate my situation with management. I missed the call and have not received another since.BOTH accounts have been deactivated yetwe keep getting charged!The customer service rep I just spoke with today confirmed both accounts have been deactivated. He insisted there havent been any other charges made to my card besides the two initial charges. He also told me there is no way for me to return the food we received todayEVEN THOUGH OUR ACCOUNTS HAVE BEEN DEACTIVATED!!! sent a copy of my credit card statement that clearly shows a charge for \$65.70 on March 17 (although the invoice states you charged me \$59.49), TWO charges on March 24 for \$59.49 AND \$89.19, and ANOTHER charge on March 31 for \$89.19!! contacted the company and incorrectly told them they needed to refund me less because I forgot I made my initial charge via PayPal.We need to be refunded \$269.07 for the two random charges of \$89.19, and the random charges of \$65.70, \$24.99



**Initial Complaint**  
02/16/2022

**Complaint Type:** Problems with Product/Service  
**Status:** Resolved

Feb 6 I was reviewing the website for meal plan ideas, the website is confusing and misleading. Upon realizing that you didn't have the option to review before you purchased, that it secures your order.Feb 7, I chatted with \*\*\*\*\* in customer service about cancelling the order and membership and to be refunded the amount of the order. She told me that she had taken care of the issue and it would be 5 to 7 business days for the refund to arrive.Feb 10, I noticed the charge \$69.94 was charged to my account. I chatted with the customer service again, but with \*\*\*\*\* about the situation. I had a screenshot of the conversation i will upload. In the conversation he had told he had cancelled the order and processed the refund for the order.Feb 16, a delivery was made today of the package that was cancelled. Due to it being food, it cannot be returned and no refund has been issued.



**Initial Complaint**  
02/04/2022

**Complaint Type:** Billing/Collection Issues  
**Status:** Answered

This company has been fraudulently charging my credit card and will not communicate with me to get it resolved. The phone representatives keep telling me they can't help me without an account number or reference number and when I try to speak with management they take a message and I never get a call back.My credit card company reached out to them and they claimed they issued a refund, but no refund ever hit my account. How can they look into it for my credit card company, but have no way to look into it when I call in? I have canceled my card 3 times now and they find a way to charge it still.

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**Initial Complaint**  
08/23/2021

**Complaint Type:** Problems with Product/Service  
**Status:** Answered

I recently started to receive meals from Factor75 and thoroughly enjoyed the food. I decided to cancel my subscription with several attempts via email and called the number listed. When I tried to call there were no representatives. It was like a voice message with no option to speak to anyone. When I emailed the company, I received message that their box was full or unable to receive emails. My credit card is linked to my account and the company is still charging and delivered weekly. Not sure how to get a hold of anyone at factor75. As stated on the F&Q page it's misleading that you can cancel at anytime. It's been weeks of trying to resolve this as simply cancel my subscription. I almost think this is not legit.



**Initial Complaint**  
05/24/2021

**Complaint Type:** Billing/Collection Issues  
**Status:** Resolved

Factor75 website asks for credit card information prior to letting you see their food choices and then refused to cancel the first shipment. I have disputed the claim at my credit card and any food they send will be sent back. I never hit the final confirm button for my order. How can they get away with this shady setup of not allowing you time to cancel the first order? I won't pay them. My credit card company will take care of that. But they need to change how they structure their website and allow people to cancel an order at least within the first 24 hours.

47. Other websites contain similar complaints about Defendants' deceptive practices:

This company has zero interest in its customers. After trying to cancel my subscription because of budget restrictions. They charged me \$108, and refuse to refund my payment even though the meals won't ship for another week !! buyer beware !!!<sup>9</sup>

The meals are good, but they don't let you cancel, and they don't get back to customers. I've googled how to cancel, and it said you had to contact customer care... which I've done 5 times! It's been weeks, and I haven't heard back from anyone and they keep sending me meals and billing my card. Sign up at your own risk!<sup>10</sup>

48. Defendants marketing, advertising, and sale of its ready-made meals violates the ARL because Defendants (1) at the time of making the automatic renewal and continuous service offer, fail to present the offer terms in a clear and conspicuous manner before the purchase agreement is fulfilled and in visual proximity to the request for consent to the offer; (2) automatically charge customers' credit/debit cards a renewal fee without first obtaining their affirmative consent; and (3) fail to provide a retainable acknowledgment that contains the renewal offer terms, cancellation policy, and an easy-to-use method for cancellation.

**CLASS ACTION ALLEGATIONS**

<sup>9</sup> <https://www.yelp.com/biz/factor-batavia>  
<sup>10</sup> <https://www.yelp.com/biz/factor-batavia?start=30>

1           49.     Plaintiffs bring this lawsuit on behalf of themselves and all other persons similarly  
2 situated, pursuant to the provisions of Cal. Code. Civ. Proc. § 382.

3           50.     The Class that Plaintiff seeks to represent is defined as follows:

4                     All persons in California who, within the applicable statute of limitations  
5 period, purchased Defendants' Factor meal delivery subscription service and  
6 were charged a fee to renew their subscription.

7           51.     Excluded from the Class are: (1) Defendants and their officers, directors, employees,  
8 principals, affiliated entities, controlling entities, agents, and other affiliates; (2) the agents,  
9 affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons  
10 or entities described herein; and (3) the Judge(s) assigned to this case and any members of their  
11 immediate families.

12           52.     Ascertainability. The members of the Class may be ascertained by reviewing records  
13 in the possession of Defendants and/or third parties, including without limitation Defendants'  
14 marketing and promotion records, customer records, and billing records.

15           53.     Common Questions of Fact or Law. There is a well-defined community of interest  
16 in the common questions of law and fact affecting all Class Members. The questions of law and fact  
17 predominate over questions affecting only individual Class Members, and include without  
18 limitations: (1) whether Defendants present all statutorily-mandated automatic renewal offer terms,  
19 within the meaning of Business and Professions Code § 17601(b); (2) whether Defendants present  
20 automatic renewal offer terms in a manner that is "clear and conspicuous," within the meaning of §  
21 17601(c), and in "visual proximity" to a request for consent to the offer, or in the case of an offer  
22 conveyed by voice, in temporal proximity to a request for consent to the offer, as required by §  
23 17602; (3) whether Defendants obtain Class Members' affirmative consent to an agreement  
24 containing clear and conspicuous disclosure of automatic renewal offer terms before charging a  
25 credit card, debit card, or third-party payment account; (4) whether Defendants provide Class  
26 Members with an acknowledgment that includes clear and conspicuous disclosure of all statutorily-  
27 mandated automatic renewal or continuous service offer terms, the cancellation policy, and  
28 information regarding how to cancel; (5) Defendants' record-keeping practices; (6) the appropriate



(Bus. & Prof. Code, §§ 17200 *et seq.*)

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2 58. Plaintiffs incorporate the previous allegations as though fully set forth herein.

3 59. Plaintiffs bring this claim individually and on behalf of the members of the Class  
4 against Defendants.

5 60. Defendants are “person[s]” as that term is defined under Cal. Bus. & Prof.  
6 Code § 17201.

7 61. The Unfair Competition Law defines unfair competition as including any unlawful,  
8 unfair or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising;  
9 and any act of false advertising under section 17500. (Bus. & Prof. Code § 17200.) In the course of  
10 business, Defendants committed “unlawful” business practices by, among other things, making the  
11 representations and omissions of material facts, as set forth more fully herein, and violating Cal.  
12 Bus. & Prof. Code §§ 17600, *et seq.*, and the common law. Plaintiffs, individually and on behalf of  
13 the other Class Members, reserve the right to allege other violations of the law, which constitute  
14 other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

15 62. During the class period, Defendants committed and continue to commit unlawful,  
16 unfair, and/or fraudulent business practices, and engaged in unfair, deceptive, untrue, and/or  
17 misleading advertising, by, inter alia and without limitation: (a) failing to present the automatic  
18 renewal offer terms in a clear and conspicuous manner before a subscription or purchasing  
19 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in  
20 temporal proximity, to a request for consent to the offer, in violation of § 17602(a)(1); (b) charging  
21 the consumer in connection with an automatic renewal or continuous service without first obtaining  
22 the consumer’s affirmative consent to an agreement containing clear and conspicuous disclosures  
23 of automatic renewal offer terms or continuous service offer terms, in violation of § 17602(a)(2);  
24 (c) failing to provide an acknowledgment that includes clear and conspicuous disclosure of all  
25 required automatic renewal offer terms, the cancellation policy, and information regarding how to  
26 cancel, in violation of § 17602(a)(3); (d) representing that goods or services have characteristics,  
27 uses, and/or benefits which they do not have, in violation of Civil Code § 1770(a)(5); advertising  
28 goods and services with the intent not to sell them as advertised, in violation of Civil Code §

1 1770(a)(9); (e) representing that the subject of a transaction has been supplied in accordance with a  
2 previous representation when it has not, in violation of Civil Code § 1770(a)(16); and (f)  
3 representing that the consumer will receive a rebate, discount, or other economic benefit, if the  
4 earning of the benefit is contingent on an event to occur subsequent to the consummation of the  
5 transaction, in violation of Civil Code § 1770(a)(17). Plaintiffs reserve the right to identify other  
6 acts or omissions that constitute unlawful, unfair or fraudulent business acts or practices, unfair,  
7 deceptive, untrue or misleading advertising, and/or other prohibited acts.

8         63. Defendants' acts and omissions as alleged herein violate obligations imposed by  
9 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
10 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
11 attributable to such conduct. Defendants' acts and omissions also violate and offend the California  
12 Legislature's intent, codified by the Automatic Renewal Law, "to end the practice of ongoing  
13 charging of consumer credit or debit cards or third party payment accounts without the consumers'  
14 explicit consent." Cal. Bus. & Prof. Code § 17602. This conduct constitutes violations of the unfair  
15 prong of the UCL. There were reasonably available alternatives to further Defendants' legitimate  
16 business interests, other than the conduct described herein.

17         64. The UCL also prohibits any "fraudulent business act or practice." In the course of  
18 business, Defendants committed "fraudulent business act[s] or practices" by, among other things,  
19 failing to make the required disclosures under Cal. Bus. & Prof. Code §§ 17600, *et seq.*

20         65. Defendants' actions, claims, omissions, and misleading statements, as more fully set  
21 forth above, were also false or misleading and likely to deceive the consuming public within the  
22 meaning of the UCL.

23         66. Plaintiffs, in fact, had been deceived because of his reliance on Defendants' material  
24 representations and omissions. Plaintiff has suffered injury in fact and lost money because of  
25 Defendants' acts and omissions. Such injury includes being charged a weekly renewal membership  
26 fee for a Defendants' Factor meal delivery subscription service, and other damages proximately  
27 caused by Defendants' misconduct as alleged.

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1 that were intended to result in, and did result in, the sale of its Factor meal delivery subscription  
2 service:

3 a. Representing that goods or services have characteristics, uses, and/or benefits which  
4 they do not have (Civil Code § 1770(a)(5));

5 b. Advertising goods or services with intent not to sell them as advertised (Civil Code  
6 § 1770(a)(9));

7 c. Representing that the subject of a transaction has been supplied in accordance with  
8 a previous representation when it has not (Civil Code § 1770(a)(16)); and

9 d. Representing that consumers will receive a rebate, discount, or other economic  
10 benefit, if the earning of the benefit is contingent on an event to occur subsequent to the  
11 consummation of the transaction (Civil Code § 1770(a)(17)).

12 73. Defendants violated the CLRA by failing to clearly and conspicuously disclose the  
13 terms of its automatic renewal and/or continuous service associated with its Factor meal delivery  
14 subscription service, automatically charging Plaintiffs and members of the Class a fee to renew their  
15 subscription and failing to notify them of the cancellation policy.

16 74. Plaintiffs, on behalf of themselves and all other Class members, seek an order  
17 enjoining the above-described unlawful acts and practices of Defendants and for restitution and  
18 disgorgement.

19 75. Pursuant to § 1782 of the CLRA, on April 27, 2023, Plaintiffs notified Defendants  
20 in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that  
21 Defendants rectify the problems associated with the acts and practices described above and give  
22 notice to all affected consumers of Defendants' intent to so act was mailed via certified mail to  
23 Defendants. If Defendants fail to rectify the problems associated with the actions detailed above and  
24 give notice to all affected consumers within the expiration of the statutory period, Plaintiff will  
25 amend this Complaint to add claims for actual, punitive, and statutory damages, as appropriate (*see*  
26 Civil Code § 1782.)

27 76. Pursuant to § 1780(d) of the Act, attached as **Exhibit 1** is the affidavit showing that  
28 this action was commenced in the proper forum.

1 **FOURTH CAUSE OF ACTION**

2 **Conversion**

3 77. Plaintiffs incorporate the previous allegations as though fully set forth herein.

4 78. Plaintiffs bring this claim individually and on behalf of the members of the Class  
5 against Defendants.

6 79. As a result of charges made by Defendants to Plaintiffs' and Class Members' credit  
7 and/or debit cards without authorization and in violation of California law, Defendants have taken  
8 money that belongs to Plaintiffs and the Class. Defendants have wrongfully interfered with  
9 Plaintiffs' and Class Members' possession of money. The amount of money wrongfully taken by  
10 Defendants is capable of identification from records in the possession of Defendants and/or third  
11 parties, including Defendants' customer and billing records.

12 80. Defendants engaged in this misconduct knowingly, willfully, and with oppression,  
13 fraud, and/or malice.

14 81. As a result of Defendants' actions, Plaintiffs and the Class have suffered damages.

15 **FIFTH CAUSE OF ACTION**

16 **Unjust Enrichment**

17 82. Plaintiffs incorporate the previous allegations as though fully set forth herein.

18 83. Plaintiffs bring this claim individually and on behalf of the members of the Class  
19 against Defendants.

20 84. As a direct and proximate result of misrepresentations concerning the Factor meal  
21 delivery subscription service and failure to sufficiently disclose that Factor meal delivery  
22 subscription service will be automatically renewed or how to cancel it, Defendants have profited  
23 through the sale of their services and/or products to Plaintiffs and Class members.

24 85. Defendants' unlawful and wrongful acts, as alleged above, enabled Defendants to  
25 unlawfully receive money from Plaintiffs and the Class it would not have otherwise obtained.

26 86. Plaintiffs and the Class members have conferred benefits on Defendants, which  
27 Defendants have knowingly accepted and retained.

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Dated: June 29, 2023

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