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7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10
11 PEDRO IBARRA, individually and on
behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 PAPA SOAP LLC, a CONNECTICUT
15 entity, d/b/a
WWW.NOWATACLEAN.COM,

16 Defendant.

Case No.: '25CV2393 BAS AHG

**CLASS ACTION COMPLAINT FOR:
(1) VIOLATION OF CONSUMERS
LEGAL REMEDIES ACT, CAL.
CIVIL CODE § 1750 ET SEQ.; (2)
VIOLATION OF CAL. BUS. & PROF.
CODE § 17500 ET SEQ.; AND (3)
VIOLATION OF CAL. BUS. & PROF.
CODE § 17200 ET SEQ.**

17
18 Plaintiff Pedro Ibarra (“Plaintiff”) alleges as follows:

19 **I. NATURE OF ACTION**

20 1. Plaintiff brings this action on behalf of himself for his purchase of an
21 automatically renewing paid subscription from Papa Soap, LLC (“Defendant”) via its
22 website at: <https://nowataclean.com> (the “Website”), which caused Plaintiff to incur
23 unlawful charges from Defendant related to an automatic renewal or continuous service.
24 Defendant made unlawful automatic renewal and/or continuous service offers to
25 consumers in California in violation of California’s Automatic Renewal Law (the
26 “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide “clear and
27 conspicuous” disclosures mandated by California law; and (2) failing to provide an
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1 acknowledgment to consumers that includes the automatic renewal or continuous service
2 offer terms, the cancellation policy, and information regarding how to cancel in a manner
3 that is capable of being retained by the consumer. The ARL imposed a statutory duty
4 upon Defendant to disclose such information to consumers who purchased subscriptions
5 from Defendant or entered into continuous service agreements with Defendant. The
6 foregoing violations of the ARL by Defendant likewise constitute violations of
7 California’s Consumers Legal Remedies Act (the “CLRA”), California Civil Code § 1750
8 *et seq.*, California’s Unfair Competition Law (the “UCL”), California’s False Advertising
9 Law (the “FAL”), California Business & Professions Code § 17500 *et seq.*, and
10 California’s Unfair Competition Law (the “UCL”), California Business & Professions
11 Code § 17200 *et seq.*

12 2. Plaintiff seeks to enjoin Defendant from the ongoing violations of California
13 law, as well as seek damages, punitive damages, restitution, and reasonable attorneys’
14 fees and costs.

15 **II. JURISDICTION AND VENUE**

16 3. Plaintiff is and was at all times mentioned herein a citizen of the State of
17 California.

18 4. Plaintiff is informed and believes and based thereon alleges that Defendant
19 is a corporation incorporated under the laws of the State of Connecticut having its
20 principal place of business in the State of Connecticut.

21 5. This Court has subject matter jurisdiction of this action pursuant to the Class
22 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2), because: (i) there are
23 100 or more class members, (ii) there is an aggregate amount in controversy exceeding
24 \$5,000,000, exclusive of interest and costs, and (iii) there is at least minimal diversity
25 because at least one Plaintiff and Defendant are citizens of different states.

26 6. Defendant is subject to jurisdiction under California’s “long-arm” statute
27 because the exercise of jurisdiction over Defendant is not “inconsistent with the
28 Constitution of this state or the United States.”

1 7. Defendant is an online retailer that sells products nationwide and in
2 California. Defendant has substantial contacts with and receives substantial benefits and
3 income from and through the state of California. Defendant made, and continues to make,
4 automatic renewal or continuous service offers to consumers in California. Defendant
5 operates the Website, which markets and sells waterless soap and shampoo products.

6 8. Defendant engaged in intentional acts by operating its Website and making
7 it available to California residents, deceptively advertising its products via its Website to
8 California residents including Plaintiff, expressly aiming its conduct toward California
9 residents by conducting substantial business with residents of the State of California via
10 its Website, and causing economic harm to California residents that Defendant knew
11 would be likely to be suffered in California. Plaintiff is informed and believes and
12 thereon alleges that Defendant generates a minimum of eight percent of its revenues from
13 its Website based upon interactions with Californians, such that the Website “is the
14 equivalent of a physical store in California.” *Thurston v. Fairfield Collectibles of*
15 *Georgia*, 53 Cal. App. 5th 1231, 1235 (2020), *review denied*, No. S264780 (Dec. 9,
16 2020). Plaintiff is informed and believes and thereon alleges that Defendant sells
17 products to Plaintiff and other California residents as part of its regular course of business.
18 Plaintiff is informed and believes and thereon alleges that Defendant sells thousands of
19 products to California residents each year. Plaintiff is informed and believes and thereon
20 alleges that Defendant exercises at least some level of control over the ultimate
21 distribution of its products sold via its Website to the end consumer including products
22 shipped into California.

23 9. Pursuant to 28 U.S.C. § 1391, venue is proper because a substantial part of
24 the acts and events giving rise to the claims occurred in this District and because many
25 class members reside in this District.

1 **III. FACTUAL ALLEGATIONS**

2 **A. The Automatic Renewal Law, Cal. Business & Prof. Code §§ 17600-17606**

3 10. On December 1, 2010, the Automatic Renewal Law (“ARL”) at sections
4 17600-17606 of the Cal. Bus. & Prof. Code came into effect. The Legislature’s stated
5 intent for this Article was to end the practice of ongoing charges to consumers without
6 consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries of
7 service. *See* Cal. Bus. & Prof. Code § 17600.

8 11. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business
9 making an automatic renewal or continuous service offer to a consumer in this state to do
10 any of the following:

11 (1) Fail to present the automatic renewal offer terms or continuous service offer
12 terms in a clear and conspicuous manner before the subscription or purchasing
13 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed
14 by voice, in temporal proximity, to the request for consent to the offer.

15 (2) Charge the consumer’s credit or debit card, or the consumer’s account with a
16 third party, for an automatic renewal or continuous service without first obtaining
17 the consumer’s affirmative consent to the agreement containing the automatic
18 renewal offer terms or continuous service offer terms.

19 (3) Fail to provide an acknowledgment that includes the automatic renewal or
20 continuous service offer terms, cancellation policy, and information regarding how
21 to cancel in a manner that is capable of being retained by the consumer. If the offer
22 includes a free trial, the business shall also disclose in the acknowledgment how to
23 cancel and allow the consumer to cancel before the consumer pays for the goods
24 or services.

25 12. Cal. Bus. & Prof. Code § 17601(a)(1) defines the term “Automatic renewal”
26 as a “plan, arrangement, or provision of a contract that contains a free-to0pay conversion
27 or in which a paid subscription or purchasing agreement is automatically renewed at the
28 end of a definite term for a subsequent term.”

1 13. Cal. Bus. & Prof. Code § 17601(a)(2) requires that all “Automatic renewal
2 offer terms” and “continuous service offer terms” contain the following “clear and
3 conspicuous” disclosures: (A) “That the subscription or purchasing agreement will
4 continue until the consumer cancels. (B) The description of the cancellation policy that
5 applies to the offer. (C) The recurring charges that will be charged to the consumer’s
6 credit or debit card or payment account with a third party as part of the automatic renewal
7 plan or arrangement, and that the amount of the charge may change, if that is the case,
8 and the amount to which the charge will change, if known. (D) The length of the
9 automatic renewal term or that the service is continuous, unless the length of the term is
10 chosen by the consumer. (E) The minimum purchase obligation, if any.”

11 14. Pursuant to Cal. Bus. & Prof. Code § 17601(a)(3), “[c]lear and conspicuous”
12 or “clearly and conspicuously” means “in larger type than the surrounding text, or in
13 contrasting type, font, or color to the surrounding text of the same size, or set off from
14 the surrounding text of the same size by symbols or other marks, in a manner that clearly
15 calls attention to the language.”

16 15. Cal. Bus. & Prof. Code § 17602(c)(1) provides: “A business that makes an
17 automatic renewal offer or continuous service offer shall provide a toll-free telephone
18 number, email address, a postal address if the seller directly bills the consumer, or it shall
19 provide another cost-effective, timely, and easy-to-use mechanism for cancellation that
20 shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).”

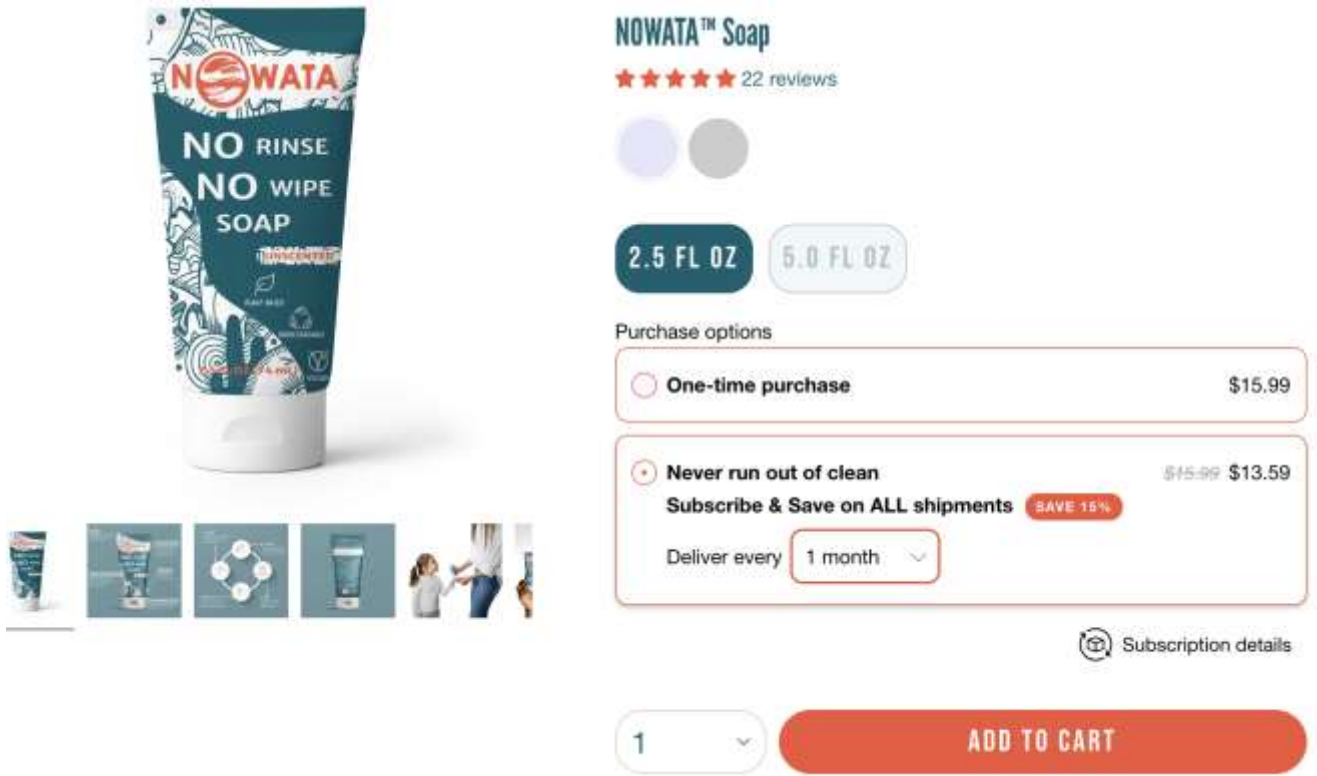
21 16. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business
22 sends any goods, wares, merchandise, or products to a consumer, under a continuous
23 service agreement or automatic renewal of a purchase, without first obtaining the
24 consumer’s affirmative consent as described in Section 17602, the goods, wares,
25 merchandise, or products shall for all purposes be deemed an unconditional gift to the
26 consumer, who may use or dispose of the same in any manner he or she sees fit without
27 any obligation whatsoever on the consumer’s part to the business, including, but not
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1 limited to, bearing the cost of, or responsibility for, shipping any goods, wares,
2 merchandise, or products to the business.”

3 **B. Defendant’s Pre-Transaction Violations of the ARL**

4 17. Defendant offers through the Website various subscriptions for products to
5 consumers. Defendant’s offerings constitute an “automatic renewal” because such
6 offerings comprise of plans, arrangements, or provisions of a contract that contains a free-
7 to-pay conversion or in which a paid subscription or purchasing agreement is
8 automatically renewed at the end of a definite term for a subsequent term for the purposes
9 of Cal. Bus. & Prof. Code § 17601(a)(1).

10 18. At relevant times, an example of Defendant’s plan presented on its Website
11 is as follows:



15 <https://nowataclean.com/collections/nowata-soaps/products/soap> (last visited Sept. 10, 2025).

19. At relevant times, Defendant’s final checkout page in its order flow process is presented on its Website as follows:

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Express checkout

shop
PayPal
G Pay

By continuing with your payment, you agree to the future charges listed on this page and the cancellation policy.

OR

Contact Sign in

Email

Email me with news and offers

Delivery

Country/Region
United States

First name

Last name

Address

Apartment, suite, etc. (optional)

City

State
California

ZIP code

Phone (optional)

Text me with news and offers

Shipping method

Enter your shipping address to view available shipping methods.

Payment

All transactions are secure and encrypted.

Credit card

Card number

Expiration date (MM / YY)

Security code

Name on card

Use shipping address as billing address

PayPal

Remember me

Save my information for a faster checkout

Secure and encrypted

[shop](#)

Pay now

NOWATA™ Soap
 Lavender / 2.5 FL OZ
 Monthly subscription

\$13.59

Apply

Subtotal

\$13.59

Shipping

Enter shipping address

Total

USD **\$13.59**

Recurring subtotal

\$13.59 every month

One or more items in your cart is a deferred or recurring purchase. By continuing with your payment, you agree that your payment method will automatically be charged at the price and frequency listed on this page until it ends or you cancel. All cancellations are subject to the [cancellation policy](#).

1 [https://nowataclean.com/checkouts/cn/hWN2oxCRHQ9hTEjT5FACCVwW/en-](https://nowataclean.com/checkouts/cn/hWN2oxCRHQ9hTEjT5FACCVwW/en-us?auto_redirect=false&edge_redirect=true&skip_shop_pay=true)
2 [us?auto_redirect=false&edge_redirect=true&skip_shop_pay=true](https://nowataclean.com/checkouts/cn/hWN2oxCRHQ9hTEjT5FACCVwW/en-us?auto_redirect=false&edge_redirect=true&skip_shop_pay=true) (last visited Sept. 10,
3 2025).

4 20. Defendant’s final checkout page presented to consumers violates the ARL.
5 In particular, such page violates Section 17602(a)(1) by failing to describe the
6 “cancellation policy that applies to the offer” as set forth in section 17601(a)(2)(B) via
7 “clear and conspicuous” disclosures in compliance with section 17601(a)(3) by failing to
8 include the automatic renewal offer terms and continuous service offer terms in a “clear
9 and conspicuous” manner, *i.e.*, with “larger type than the surrounding text, or in
10 contrasting type, font, or color to the surrounding text of the same size, or set off from
11 the surrounding text of the same size by symbols or other marks, in a manner that clearly
12 calls attention to the language.”

13 21. Although Defendant’s checkout page sets forth its purported automatic
14 renewal offer terms and continuous service offer terms below a large “Pay now” button,
15 Plaintiff’s investigation has determined that such textual disclosure statements are in a
16 comparatively small 10.5 point type size in the Merriweather Sans font in a light gray
17 color against a white background.

18 22. Although Defendant’s textual disclosure statement contains a hyperlink
19 named “cancellation policy,” with an underline beneath it, all such text is in a light gray
20 color including the name of the hyperlink as well as the underline beneath such hyperlink
21 making such hyperlink difficult to distinguish from the surrounding text.

22 23. Other elements on that same checkout webpage are in comparatively larger
23 size such as the “Pay now” button and text that is Poppins bold 16 point type size
24 including a “Payment” heading. Such other elements direct the user’s attention
25 everywhere else besides the Website’s textual disclosure statement on its final checkout
26 page. *Berman v. Freedom Financial Network, LLC*, 30 F.4th 849, 857 (9th Cir. 2022)
27 (determining that “comparatively larger font used in all of the surrounding text naturally
28 directs the user’s attention everywhere else”); *Dawson v. Target Corp.*, 2025 WL

1 1651940, at *3 (N.D. Cal. June 11, 2025) (finding screenflows failed to provide
2 reasonable notice of defendant’s hyperlinked terms and preceding disclaimers because of
3 “overwhelming inconspicuousness created by its small font size and placement that
4 otherwise causes the Terms & Conditions to blend into the screen”); *Strehl v. Guitar*
5 *Center, Inc.*, 2023 WL 9700041, at *7 (C.D. Cal. Nov. 3, 2023) (Kronstadt, J.) (noting
6 that textual disclosure statement on final order flow webpage “is in a smaller font”
7 “relative to” other text on same webpage and “Complete Order” button intended to
8 manifest user’s assent); *Farmer v. Barkbox, Inc.*, 2023 WL 8522984, at *2 (C.D. Cal.
9 Oct. 6, 2023) (Sykes, J.) (holding that website design did not satisfy objective
10 reasonableness standard because textual disclosure notice was “printed small” “with other
11 graphics and text more likely to attract the user’s attention”); *Chabolla v. ClassPass, Inc.*,
12 2023 WL 4544598, at *4 n.3 (N.D. Cal. June 22, 2023) (denying motion to compel
13 arbitration in sign-in wrap agreement even where terms were hyperlinked in blue font
14 because “this [color] alone does not make the text notice of the Terms conspicuous in
15 light of the other deficits identified” such as the tiny font size), *aff’d*, 129 F.4th 1147,
16 1154 (9th Cir. 2025).

17 24. Although the “cancellation policy” hyperlink, if clicked, takes the user to a
18 window that describes a portion of Defendant’s cancellation policy, such window fails to
19 describe such policy sufficiently in a manner that would allow a user to easily cancel the
20 user’s subscription. For example, such window states in relevant part, “If you want to
21 cancel or change your subscription, you can do it at any time. Your order confirmation
22 emails have links to your order. You can manage your subscription from there.”
23 Defendant’s Website sets forth in a different location a more full version of its
24 cancellation policy. On its FAQ webpage, Defendant informs its users:

25 “[Y]ou can pause or cancel your subscription anytime in the customer portal. The
26 only time you can’t cancel is if you started a subscription that needs a certain
27 number of payments first. You can get to the customer portal from the link in the
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1 email we sent when you started your subscription. You can also see your
2 subscriptions if you make an account in our shop.”

3
4 <https://nowataclean.com/pages/faq> (last visited Sept. 10, 2025). In actuality, consumers
5 must wade through a series of steps, turning down offers to pause or skip deliveries, to
6 actually cancel the subscription.

7 25. The foregoing irrefutably demonstrates that the “cancellation policy”
8 hyperlink above the large “Pay now” button is missing critical information regarding how
9 users can cancel their subscriptions via the Website.

10 26. In short, Defendant fails to properly present consumers with its automatic
11 renewal offers or continuous service offer terms prior to a consumer completing a
12 purchase.

13 **C. Defendant’s Post-Transaction Violations of the ARL**

14 27. Defendant similarly violated the ARL by failing to provide to consumers the
15 post-transaction acknowledgement required by section 17602(a)(3). Consumers receive
16 a post-transaction email from Defendant presumably intended by Defendant to constitute
17 Defendant’s acknowledgment in purported compliance with section 17602(a)(3). An
18 excerpt of such post-transaction email from Defendant is as follows:

Subscription created

Subscription #1007

Thank you for creating a subscription in our store NOWATA. You can view, edit or cancel your subscription by logging to your account in our store, or by clicking on the link below.



Items

NOWATA™ Soap - Lavender / 2.5 FL OZ x 1	13.59 USD
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If you have any questions, you can always contact us at support@nowataclean.com.

28. Defendant violates the following sections with its post transaction email to consumers:

- (1) Section 17602(a)(3) by failing to “provide an acknowledgment that includes the automatic renewal or continuous service offer terms” and “cancellation policy”; and
- (2) Section 17602(c)(1) by failing to provide “an easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).”

D. Plaintiff’s Transaction on the Website and Subsequent Recurring Charges

29. On May 20, 2025, Plaintiff purchased a product named Nowata Soap - Lavender (the “Product”) from Defendant via the Website at a price of \$19.19. On June

1 20, 2025, Plaintiff’s credit card account was charged by Defendant \$19.19 for the Product
2 as part of a recurring monthly charge. After discovering such second charge to Plaintiff’s
3 credit card account by Defendant, Plaintiff cancelled the subscription shortly thereafter.

4 **E. Plaintiff’s Legal Remedy Is an Inadequate Remedy at Law**

5 30. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is
6 permitted to seek equitable remedies in the alternative because Plaintiff has no adequate
7 remedy at law. *Coleman v. Mondelez Int’l Inc.*, 554 F. Supp. 3d 1055, 1065 n.9 (C.D.
8 Cal. 2021) (Olguin, J.) (holding that alternative pleading at the pleading stage is
9 acceptable) (citing cases).

10 31. A legal remedy is not adequate if it is not as certain as an equitable remedy.
11 *Coleman v. Mondelez Int’l Inc.*, 554 F. Supp. 3d 1055, 1065 (C.D. Cal. 2021) (holding
12 that “plaintiff has sufficiently established at this stage that she lacks an adequate remedy
13 at law with respect to her claims for equitable relief” because “the court is persuaded that”
14 “her allegations sufficiently plead that ‘restitution under the CLRA or UCL would be
15 more certain, prompt, or efficient’ than the monetary damages she seeks, but may
16 ultimately not attain”). In particular, the elements of Plaintiff’s equitable claims are
17 different and do not require the same showings as Plaintiff’s legal claim under the CLRA.
18 *See Ostrovskaya v. St. John Knits, Inc.*, 2022 WL 2102895, at *5 (C.D. Cal. Mar. 31,
19 2022) (Gee, J.) (“The FAL and the UCL provide for only restitutionary and injunctive
20 relief, whereas the CLRA also provides for monetary damages. In many cases, liability
21 under the three statutes will involve the same facts and elements. But here, Plaintiff
22 predicates her FAL claim largely on a specific statutory provision.... Plaintiff may be
23 able to prove these more straightforward factual elements, and thus prevail under the
24 FAL, while still being unable to convince a jury of the more subjective claim that
25 ‘members of the public are likely to be deceived,’ and therefore fail with respect to her
26 CLRA claim. Plaintiffs alleges as much in her pleading. Thus, she has shown how
27 restitution—her only available remedy under the FAL—‘would be more certain, prompt,
28 or efficient than the legal remedies’ available under the CLRA.”) (internal citations

1 omitted); *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at *6 (C.D. Cal. Oct. 6, 2023)
2 (“Plaintiff’s CLRA claim includes more ‘stringent elements’ than her UCL claim, such
3 that she may demonstrate her right to restitution under the UCL but fall short of
4 establishing her right to damages under the CLRA.”).

5 32. For example, Plaintiff’s claims under the UCL and FAL (equitable claims
6 seeking restitution) are predicated on specific statutory provisions under the ARL, which
7 prohibit the failure to include certain clear and conspicuous disclosures about automatic
8 renewal offer terms including cancellation policy before and after a transaction for such
9 purchase occurs. (Cal. Bus. & Prof. Code § 17602(a)(1) & (3).) Plaintiff may be able to
10 prove these more straightforward factual elements, and thus prevail under the UCL and
11 FAL, while not being able to prove one or more elements of Plaintiff’s legal claim under
12 the CLRA seeking damages governed by the reasonable consumer test.

13 33. Finally, legal damages are inadequate to remedy the imminent threat of
14 future harm that Plaintiff faces. Only an injunction can remedy this threat of future harm.
15 Plaintiff would purchase either the product or other products from Defendant again in the
16 future if Plaintiff could feel sure that Defendant’s checkout flow screens accurately
17 reflected the true nature of Defendant’s offers. But, without an injunction, Plaintiff has
18 no realistic way to know which—if any—of Defendant’s offers are not misleading
19 especially whether such offers include all material facts or omit some of them. Thus,
20 Plaintiff is unable to rely on Defendant’s checkout flow screens in the future, and so
21 Plaintiff cannot purchase products that Plaintiff would like to purchase.

22 **IV. CLASS ACTION ALLEGATIONS**

23 34. Plaintiff brings this action on behalf of all persons similarly situated, and
24 seeks certification of the following class:

25 All persons who, while in California, purchased any product or service from
26 Defendant’s Website in response to an offer constituting an “Automatic renewal”
27 as defined by § 17601(a)(1) of the California Business and Professions Code within
28 the statute of limitations period.

1 35. The above-described class of persons shall hereafter be referred to as the
2 “Class.” Excluded from the Class are any and all past or present officers, directors, or
3 employees of Defendant, any judge who presides over this action, and any partner or
4 employee of Class Counsel. Plaintiff reserves the right to expand, limit, modify, or
5 amend this class definition, including the addition of one or more subclasses, in
6 connection with his motion for class certification, or at any other time, based upon, *inter*
7 *alia*, changing circumstances and/or new facts obtained during discovery.

8 36. **Numerosity.** The Class is so numerous that joinder of all members in one
9 action is impracticable. The exact number and identities of the members of the Class is
10 unknown to Plaintiff at this time and can only be ascertained through appropriate
11 discovery, but Plaintiff is informed and believes, and thereon, alleges that there are at
12 least 100 members of the Class.

13 37. **Typicality.** Plaintiff’s claims are typical of those of other members of the
14 Class, all of whom have suffered similar harm due to Defendant’s course of conduct as
15 described in this Complaint.

16 38. **Adequacy of Representation.** Plaintiff is an adequate representative of the
17 Class and will fairly and adequately protect the interests of the Class. Plaintiff has
18 retained attorneys who are experienced in the handling of complex litigation and class
19 actions, and Plaintiff and Plaintiff’s counsel intend to prosecute this action vigorously.

20 39. **Predominance of Common Questions of Law or Fact.** Common
21 questions of law and fact exist as to all members of the Class that predominate over any
22 questions affecting only individual members of the Class. These common legal and
23 factual questions, which do not vary among members of the Class, and which may be
24 determined without reference to the individual circumstances of any member of the Class,
25 include, but are not limited to, the following:

- 26 A) Whether, during the Class period, Defendant failed to present the automatic
27 renewal offer terms, or continuous service offer terms, in a clear and
28 conspicuous manner before the subscription or purchasing agreement was

1 fulfilled and in visual proximity to the request for consent to the offer in
2 violation of Cal. Bus. & Prof. Code § 17602(a)(1);

3 B) Whether, during the Class period, Defendant failed to provide an
4 acknowledgement that included the automatic renewal or continuous service
5 offer terms, cancellation policy, and information on how to cancel in a
6 manner that is capable of being retained by Plaintiff and Class members, in
7 violation of Cal. Bus. & Prof. Code § 17602(a)(3);

8 C) Whether Defendant's order flow screens and post-transaction
9 acknowledgment constitute unfair business practices in violation of the UCL
10 under Business & Professions Code § 17200 *et seq.*;

11 D) Whether Defendant's order flow screens and post-transaction
12 acknowledgment constitute false advertising in violation of the FAL under
13 California Business & Professions Code § 17500 *et seq.*;

14 E) Whether Defendant's order flow screens and post-transaction
15 acknowledgment constitute violations of the CLRA under California Civil
16 Code § 1750 *et seq.*;

17 F) Whether Plaintiff and Class members are entitled to injunctive relief under
18 Cal. Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(2);

19 G) Whether Plaintiff and the Class members are entitled to monetary relief
20 insofar as the goods or services provided by Defendant are deemed an
21 unconditional gift in accordance with Cal. Bus. & Prof. Code § 17603;

22 H) Whether Plaintiff and Class members are entitled to restitution in accordance
23 with Cal. Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code §
24 1780(a)(3);

25 I) The proper formula(s) for calculating the restitution owed to Class members;

26 J) Whether Plaintiff and Class members are entitled to damages under Cal. Civil
27 Code § 1780(a)(1);
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1 K) Whether Plaintiff and the Class members are entitled to total damages of at
2 least \$1,000 in accordance with Cal. Civil Code § 1780(a)(1);

3 L) Whether Plaintiff and Class members are entitled to punitive damages under
4 Cal. Civil Code § 1780(a)(4) and Cal. Civil Code § 3294(a);

5 M) Whether Plaintiff and Class members are entitled to any other relief that the
6 Court deems proper in accordance with Cal. Civil Code § 1780(a)(5); and

7 N) Whether Plaintiff and Class members are entitled to attorneys’ fees and costs
8 under Cal. Civil Code § 1780(e) and California Code of Civil Procedure §
9 1021.5.

10 40. **Superiority.** A class action is superior to other available methods for the
11 fair and efficient adjudication of this controversy because individual litigation of the
12 claims of all members of the Class is impracticable.

13 41. **Ascertainability.** Defendant keeps computerized records of its sales and
14 customers through, among other things, databases storing customer orders, customer
15 order histories, customer profiles, customer loyalty programs, and general marketing
16 programs. Defendant has one or more databases through which a significant majority of
17 members of the Class may be identified and ascertained, and they maintain contact
18 information, including email addresses and home addresses (such as billing, mailing, and
19 shipping addresses), through which notice of this action is capable of being disseminated
20 in accordance with due process requirements.

21 **V. CLAIMS FOR RELIEF**

22 **FIRST CLAIM FOR RELIEF**

23 **Violation of Consumers Legal Remedies Act**

24 **Cal. Civ. Code § 1750 *et seq.***

25 **(By Plaintiff, on Plaintiff’s own behalf and on behalf of the Class, against All**
26 **Defendants)**

1 42. Plaintiff incorporates by reference the foregoing paragraphs as if set forth
2 hereinafter.

3 43. The CLRA prohibits certain “unfair methods of competition and unfair or
4 deceptive acts or practices” in connection with the sale of goods or services to any
5 consumer. (Cal. Civ. Code § 1770(a).)

6 44. The practices described herein, specifically Defendant’s advertising and sale
7 of its products, were intended to result and did result in the sale of such products to the
8 consuming public and violated and continues to violate: (i) section 1770(a)(5) of the
9 Civil Code by “[r]epresenting that goods or services have ... characteristics ... that they
10 do not have”; and (ii) section 1770(a)(9) of the Civil Code by “[a]dvertising goods ...
11 with intent not to sell them as advertised....”

12 45. “Courts have found that violations of the ARL are actionable under CLRA
13 subdivisions (a)(5) and (a)(9).” *Zeller v. Optavia LLC*, 2024 WL 1207461, at *6 (S.D.
14 Cal. Mar. 14, 2024) (Sabraw, C.J.) (citing *Farmer v. BarkBox, Inc.*, 2023 WL 8522984,
15 at *4 (C.D. Cal. Oct. 6, 2023) (holding that ARL violation was actionable under
16 subdivision (a)(5)); *Leventhal v. Streamlabs LLC*, 2022 WL 17905111, at *4, *6-*7 (N.D.
17 Cal. Dec. 23, 2022) (holding that ARL violation actionable under subdivisions (a)(5) and
18 (9); and *Morrell v. WW Int’l, Inc.*, 551 F. Supp. 3d 173, 182-83 (S.D.N.Y. 2021) (same)).
19 *Zeller* held, “Plaintiffs adequately state claims against Optavia under CLRA subdivisions
20 (a)(5) and (a)(9), Cal. Civ. Code § 1770(a)(5), (9), predicated on Optavia’s violation of
21 the ARL....” *Zeller*, 2024 WL 1207461, at *5; *see also Zeichner v. Nord Security Inc.*,
22 2024 WL 4951261, at *6 (N.D. Cal. Dec. 2, 2024) (holding that allegations of ARL
23 violations plausibly stated a CLRA claim based upon unlawful practices particularly
24 sections 1770(a)(5) and (9)) (“Plaintiff alleges Defendants advertised their product as
25 though it did not automatically renew without consumer consent, when in actuality, the
26 subscription did renew, and Defendants intended as much. These alleged violations of the
27 ARL constitute material omissions by Defendants arising from a statutorily prescribed
28 duty.”); *Price v. Synapse Group, Inc.*, 2017 WL 3131700, at *8 (S.D. Cal. July 24, 2017)

1 (“Plaintiffs allege that Defendants advertised discounted magazine subscriptions without
2 adequately disclosing the terms of the automatic renewal features attached to those
3 subscriptions. Put another way, Plaintiffs allege that by not adequately disclosing the
4 automatic renewal features tied to the subscriptions, Defendants represented that the
5 subscriptions had a characteristic they did not have—namely, the absence of an automatic
6 renewal feature. The Court finds these allegations sufficient to state a claim under §
7 1770(a)(5).”) (denying motion to dismiss CLRA claim under sections 1770(a)(5) and
8 (9)).

9 46. Plaintiff is an individual who acquired, by purchase, the Product, which is a
10 “good[,]” *i.e.*, a tangible chattel bought for use primarily for personal, family, or
11 household purposes within the meaning of Civil Code § 1761(a).

12 47. “A duty to disclose a material fact can arise if ... it is imposed by statute....”
13 *Zeichner*, 2024 WL 4951261, at *6 (quoting *Rattagan v. Uber Techs., Inc.*, 17 Cal. 5th 1,
14 40 (2024)). Here, the ARL imposed upon Defendant multiple duties to disclose certain
15 material facts. Under the ARL, Defendant owed Plaintiff a statutory duty to present
16 automatic renewal offer terms and continuous service offer terms in a clear and
17 conspicuous manner before fulfilling the subscription or purchasing agreement in visual
18 proximity to the request for consent to the offer under section 17602(a)(1) of the
19 California Business and Professions Code. In addition, under the ARL, Defendant owed
20 Plaintiff a statutory duty to provide an acknowledgment that includes automatic renewal
21 offer terms or continuous service offer terms, cancellation policy, and information
22 regarding how to cancel in a manner that is capable of being retained by the consumer
23 under California Business and Professions Code § 17602(a)(3).

24 48. Defendant violated the foregoing ARL requirements under subdivisions
25 (a)(1) and (3) of section 17602 by failing to disclose key details of its cancellation policy
26 and how to cancel in the fine print on the Website at the time of the consumer online
27 checkout process and in its post-transaction acknowledgment. Such violations of the
28

1 ARL constitute material omissions by Defendant arising from a statutorily prescribed
2 duty.

3 49. In addition, Defendant’s textual disclosure statements on the final order flow
4 screen of its checkout process are misleading because they omit statutorily-required
5 information about Defendant’s cancellation policy, including how to cancel, in a clear
6 and conspicuous manner before the subscription or purchasing agreement is fulfilled and
7 in visual proximity to the request for consent to the offer. In addition, Defendant’s post-
8 transaction acknowledgment is misleading because it omits statutorily-required
9 information about Defendant’s automatic renewal offer terms or continuous service offer
10 terms including Defendant’s cancellation policy and information regarding how to cancel
11 in a manner that is capable of being retained by the consumer in a clear and conspicuous
12 manner. Thus, the automatic-renewal process on the Website and post-transaction
13 acknowledgment create the misleading impression that the amount paid by a consumer is
14 a one-time charge, rather than an automatically recurring monthly charge, and, thus, are
15 unlawful misrepresentations in violation of the CLRA. Put differently, Defendant
16 advertised the Product as though it did not automatically renew without consumer consent
17 even though, in actuality, the subscription to the Product did renew, which is what
18 Defendant intended.

19 50. In doing so, Defendant intentionally misrepresented and concealed material
20 facts from Plaintiff and Class members. Said misrepresentations and concealment were
21 done with the intention of deceiving Plaintiff and Class members, and depriving Plaintiff
22 and Class members of their rights and money.

23 51. Defendant knew that the advertising of its products on the order flow screens
24 on its Website and in its post-transaction acknowledgment were misleading, deceptive,
25 and omitted material information. Defendant also knew that its post-transaction
26 acknowledgment of products advertised on its Website were misleading, deceptive, and
27 omitted material information.

1 52. Defendant’s advertising of the Product was a material factor in Plaintiff’s
2 decision to purchase the Product. Based on Defendant’s advertising of the Product,
3 Plaintiff reasonably believed that Plaintiff was making a stand-alone purchase of the
4 Product for a one-time fee instead of an automatically renewing subscription with an
5 automatic monthly fee. Had Plaintiff known the truth of the matter, *i.e.*, that Defendant
6 failed to comply with the ARL’s requirements by disclosing its automatic renewal offer
7 terms or continuous service offer terms in a clear and conspicuous manner, Plaintiff
8 would not have purchased the Product.

9 53. Plaintiff and Class members have suffered injury in fact and have lost money
10 as a result of Defendant’s deceptive, unfair, and unlawful conduct.

11 54. Punitive damages are also sought herein based upon Defendant’s deceptive
12 conduct, which indicates that Defendant is guilty of oppression, fraud, or malice.

13 55. Prior to the commencement of this action, Plaintiff sent a letter to Defendant
14 at its principal place of business notifying Defendant of the particular wrongdoing that
15 violates the CLRA and demanded that Defendant appropriately correct its advertising
16 and/or provide another appropriate remedy of the violations to the putative Class of
17 California consumers.

18 56. More than 30 days have elapsed since Plaintiff sent such demand letter to
19 Defendant, but Defendant failed to respond by either correcting its conduct and/or
20 otherwise providing an appropriate remedy of the violations or offering to do so within a
21 reasonable time to the entire putative Class.

22 **SECOND CLAIM FOR RELIEF**

23 **Violation of False Advertising Law**

24 **Cal. Bus. & Prof. Code § 17500 *et seq.***

25 **(By Plaintiff, on Plaintiff’s own behalf and on behalf of the Class, against All**
26 **Defendants)**

27 57. Plaintiff incorporates by reference the foregoing paragraphs as if set forth
28 hereinafter.

1 58. Section 17500 of the California Business and Professions Code states in
2 relevant part, “It is unlawful for any person, firm, corporation or association, or any
3 employee thereof with *intent directly or indirectly to dispose of real or personal property*
4 or to perform services, professional or otherwise, or anything of any nature whatsoever
5 or *to induce the public to enter into any obligation relating thereto, to make or*
6 *disseminate or cause to be made or disseminated before the public in this state*, or to
7 make or disseminate or cause to be made or disseminated from this state before the public
8 in any state, in any newspaper or other publication, or *any advertising device*, or by public
9 outcry or proclamation, or *in any other manner or means whatever, including over the*
10 *Internet, any statement*, concerning that real or *personal property* or those services,
11 professional or otherwise, or *concerning any circumstance or matter of fact connected*
12 *with the proposed performance or disposition thereof, which is untrue or misleading,*
13 *and which is known, or which by the exercise of reasonable care should be known, to*
14 *be untrue or misleading, or for any person, firm, or corporation to so make or*
15 *disseminate or cause to be so made or disseminated any such statement as part of a*
16 *plan or scheme with the intent not to sell that personal property* or those services,
17 professional or otherwise, *so advertised at the price stated therein, or as so advertised.”*
18 (Cal. Bus. & Prof. Code § 17500) (emphasis added).

19 59. By committing the acts alleged in this operative Complaint, Defendant has
20 violated Business and Professions Code §§ 17500 *et seq.* In particular, Defendant’s
21 textual disclosure statements on the final order flow screen of its checkout process are
22 misleading because they omit statutorily-required information about Defendant’s
23 cancellation policy, including how to cancel, in a clear and conspicuous manner before
24 the subscription or purchasing agreement is fulfilled and in visual proximity to the request
25 for consent to the offer. In addition, Defendant’s post-transaction acknowledgment is
26 misleading because it omits statutorily-required information about Defendant’s automatic
27 renewal offer terms or continuous service offer terms including Defendant’s cancellation
28

1 policy and information regarding how to cancel in a manner that is capable of being
2 retained by the consumer in a clear and conspicuous manner.

3 60. As a direct and proximate result of Defendant’s misleading order flow
4 screens on its Website and misleading post-transaction acknowledgment, which contain
5 omissions prohibited by the ARL, Plaintiff and members of the Class have suffered injury
6 in fact and have lost money.

7 61. Plaintiff is entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17535
8 for all monies paid by Plaintiff under the subscription agreement or purchasing
9 agreement. Defendant should be required to disgorge all the profits and gains it has
10 reaped and restore such profits and gains to Plaintiff and Class members, from whom
11 they were unlawfully taken.

12 **THIRD CLAIM FOR RELIEF**

13 **Violation of Unfair Competition Law**

14 **Cal. Bus. & Prof. Code § 17200 *et seq.***

15 **(By Plaintiff, on Plaintiff’s own behalf and on behalf of the Class, against All**
16 **Defendants)**

17 62. Plaintiff incorporates by reference the foregoing paragraphs as if set forth
18 hereinafter.

19 63. The UCL prohibits unfair competition in the form of any unlawful, unfair,
20 or fraudulent business act or practice, any unfair, deceptive, untrue or misleading
21 advertising, and any act prohibited by the FAL. Cal. Bus. & Prof. Code § 17204 allows
22 “a person who has suffered injury in fact and has lost money or property” to prosecute a
23 civil action for violation of the UCL. Such a person may bring such an action on behalf
24 of himself or herself and others similarly situated who are affected by the unlawful and/or
25 unfair business practice or act.

26 64. During the Class period, Defendant committed unlawful business acts or
27 practices as defined by the UCL by violating sections 17601 and 17602 of the California
28 Business and Professions Code.

1 65. As a direct and proximate result of Defendant’s deceptive, unfair, and
2 unlawful acts or practices described herein, including its misleading and incomplete order
3 flow screens on its Website and misleading and incomplete post-transaction
4 acknowledgment, Plaintiff and members of the Class have suffered injury in fact and have
5 lost money.

6 66. Defendant has received, and continues to hold, unlawfully obtained property
7 and money belonging to Plaintiff in the form of payments made for the insufficiently
8 disclosed subscription agreement by Plaintiff. Defendant has profited from its unlawful
9 acts or practices in the amount of those business expenses and interest accrued thereon.

10 67. Plaintiff is entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203
11 for all monies paid by Plaintiff under the subscription agreement. Defendant should be
12 required to disgorge all the profits and gains it has reaped and restore such profits and
13 gains to Plaintiff and Class members, from whom they were unlawfully taken.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- 16 a. For an order certifying that the action be maintained as a class action, that
- 17 Plaintiff be designated as the class representative, and that undersigned counsel
- 18 be designated as class counsel;
- 19 b. For all available declaratory, legal, and equitable relief including injunctive
- 20 relief;
- 21 c. For statutory damages;
- 22 d. For punitive damages;
- 23 e. For attorneys’ fees and costs as allowed by law; and
- 24 f. For any and all other relief at law or equity that may be appropriate.

25 Dated: September 14, 2025

PACIFIC TRIAL ATTORNEYS, APC

26 By: /s/ Scott J. Ferrell

27 Scott J. Ferrell

Attorneys for Plaintiff and the Proposed Class

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PEDRO IBARRA, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pacific Trial Attorneys, APC, 4100 Newport Place Dr., Suite 800, Newport Beach, CA 92660; 949-706-6464

DEFENDANTS

PAPA SOAP LLC, a CONNECTICUT entity, d/b/a WWW.NOWATACLEAN.COM,

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV2393 BAS AHG

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABES CORPUS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d)(2)

Brief description of cause:

This complaint states causes of action for violation of the Consumer Legal Remedies Act, Business & Professions Code § 17500 & § 17200

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

September 14, 2025

/s/ Scott J. Ferrell

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.