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 7

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

10 REBEKA RODRIGUEZ, individually and  
 11 on behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 FRESH CLEAN THREADS INC., a  
 15 Delaware corporation, d/b/a  
 WWW.FRESHCLEANTEES.COM,

16 Defendant.

Case No.: **'25CV2398 BEN DDL**

**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 Plaintiff Rebeka Rodriguez (“Plaintiff”) alleges as follows:

18 **I. NATURE OF ACTION**

19 1. Plaintiff brings this action on behalf of herself for her purchase of an  
 20 automatically renewing paid subscription from Fresh Clean Threads Inc. (“Defendant”)  
 21 via its website at: <https://www.freshcleantees.com> (the “Website”), which caused  
 22 Plaintiff to incur unlawful charges from Defendant related to an automatic renewal or  
 23 continuous service. Defendant made unlawful automatic renewal and/or continuous  
 24 service offers to consumers in California in violation of California’s Automatic Renewal  
 25 Law (the “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide “clear  
 26 and conspicuous” disclosures mandated by California law; and (2) failing to provide an  
 27 acknowledgment to consumers that includes the automatic renewal or continuous service

offer terms, the cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. The ARL imposed a statutory duty upon Defendant to disclose such information to consumers who purchased subscriptions from Defendant or entered into continuous service agreements with Defendant. The foregoing violations of the ARL by Defendant likewise constitute violations of California's Consumers Legal Remedies Act (the "CLRA"), California Civil Code § 1750 *et seq.*, California's Unfair Competition Law (the "UCL"), California's False Advertising Law (the "FAL"), California Business & Professions Code § 17500 *et seq.*, and California's Unfair Competition Law (the "UCL"), California Business & Professions Code § 17200 *et seq.*

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

## II. **JURISDICTION AND VENUE**

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

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

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

6. Defendant is subject to jurisdiction under California's "long-arm" statute because the exercise of jurisdiction over Defendant is not "inconsistent with the 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 men's clothing, underwear, socks, and  
6 related products.

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

24       9. Pursuant to 28 U.S.C. § 1331, venue is proper because a substantial part of  
25 the acts and events giving rise to the claims occurred in this District, because Plaintiff  
26 resides in and was injured in this District, and because many class members reside in this  
27 District.

28

### **III. FACTUAL ALLEGATIONS**

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

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

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

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

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

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

12. Cal. Bus. & Prof. Code § 17601(a)(1) defines the term “Automatic renewal” as a “plan, arrangement, or provision of a contract that contains a free-to-pay conversion or in which a paid subscription or purchasing agreement is automatically renewed at the 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).”

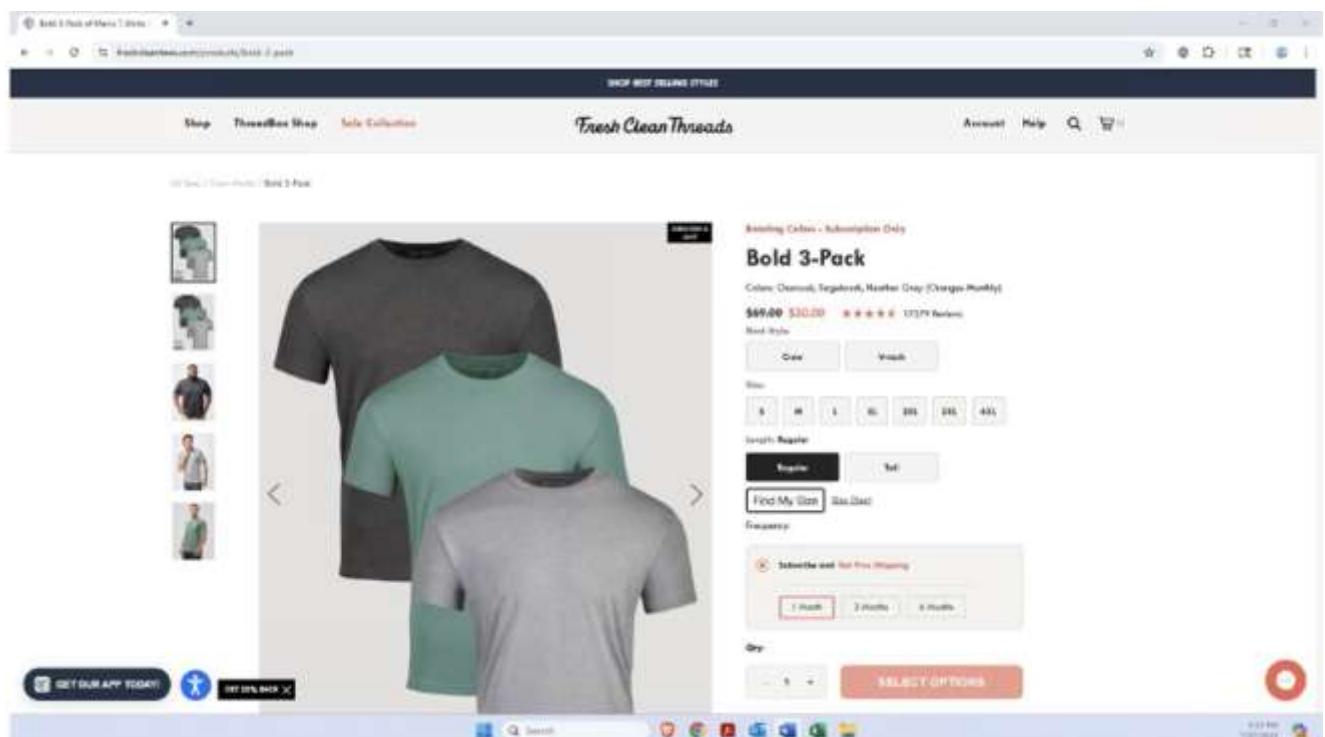
21       16. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business  
22 sends any goods, wares, merchandise, or products to a consumer, under a continuous  
23 service agreement or automatic renewal of a purchase, without first obtaining the  
24 consumer’s affirmative consent as 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  
28

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:



1 <https://freshcleantees.com/products/bold-3-pack?variant=7499073781804> (last visited  
2 Sept. 10, 2025).

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

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# Fresh Clean Threads

Express checkout

shop  

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

Contact 

Email

Enter an email  Email me with news and offers

Delivery

Country/Region: United States 

First name: Ashley  Last name: Hall 

Address: 20 Flagstone Cove 

Apartment, suite, etc. (optional)

City: Durlap  State: Tennessee  ZIP code: 37327 

Phone (optional): +1 423-718-0758  

Text me with news and offers

Shipping method

First shipment

Free Shipping & Processing\* (4-7 Business Days)  FREE

Standard Shipping & Processing\* (4-7 Business Days)  FREE  
Please allow 1-2 business days for order processing

Rush Shipping\* (2 Business Days)  \$6.00  
Please allow 1-2 business days for order processing

Recurring shipments

Free Shipping & Processing\* (4-7 Business Days) · Free shipping every 3 months 

\*Includes \$1.49 processing fee

Payment

All transactions are secure and encrypted.

Credit card     

Card number 

Expiration date (MM / YY)  Security code 

Name on card: Ashley Hall 

Use shipping address as billing address

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.

[Refund policy](#) [Shipping](#) [Return policy](#) [Terms of service](#) [Cancellation](#)

1  
 2 [https://freshcleantees.com/checkouts/cn/hWN2p1snvbLH8OUVjQkeV50i/en-us?skip\\_shop\\_pay=true&checkout\\_queue\\_token=A9c\\_4viudOVAT4PwIQn91pIXhGzhT9cBAHxVU0EFjdMknoViMqjONk7WDi6fWTQXIJVdm3dpQFWX6habit6xpYcctjuAJucsgOkg4AXc6gTRIiPSAbw%3D%3D&shop\\_pay\\_checkout\\_as\\_guest=true](https://freshcleantees.com/checkouts/cn/hWN2p1snvbLH8OUVjQkeV50i/en-us?skip_shop_pay=true&checkout_queue_token=A9c_4viudOVAT4PwIQn91pIXhGzhT9cBAHxVU0EFjdMknoViMqjONk7WDi6fWTQXIJVdm3dpQFWX6habit6xpYcctjuAJucsgOkg4AXc6gTRIiPSAbw%3D%3D&shop_pay_checkout_as_guest=true) (last visited Sept. 10, 2025).

7 20. Defendant's final checkout page presented to consumers violates the ARL.  
 8 In particular, such page violates Section 17602(a)(1) by failing to describe the  
 9 "cancellation policy that applies to the offer" as set forth in section 17601(a)(2)(B) via  
 10 "clear and conspicuous" disclosures in compliance with section 17601(a)(3) by failing to  
 11 include the automatic renewal offer terms and continuous service offer terms in a "clear  
 12 and conspicuous" manner, *i.e.*, with "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 21. Although Defendant's checkout page sets forth its purported automatic  
 17 renewal offer terms and continuous service offer terms below a large "Pay now" button,  
 18 Plaintiff's investigation has determined that such textual disclosure statements are in a  
 19 comparatively small 10.5 point type size in the Segoe UI font in a light gray color against  
 20 a white background.

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

25 23. Other elements on that same checkout webpage are in comparatively larger  
 26 size such as the "Pay now" button and text that is bold 16 point type size including a  
 27 "Payment" heading. Such other elements direct the user's attention everywhere else  
 28 besides the Website's textual disclosure statement on its final checkout page. *Berman v.*

1 *Freedom Financial Network, LLC*, 30 F.4th 849, 857 (9th Cir. 2022) (determining that  
2 “comparatively larger font used in all of the surrounding text naturally directs the user’s  
3 attention everywhere else”); *Dawson v. Target Corp.*, 2025 WL 1651940, at \*3 (N.D.  
4 Cal. June 11, 2025) (finding screenflows failed to provide reasonable notice of  
5 defendant’s hyperlinked terms and preceding disclaimers because of “overwhelming  
6 inconspicuousness created by its small font size and placement that otherwise causes the  
7 Terms & Conditions to blend into the screen”); *Strehl v. Guitar Center, Inc.*, 2023 WL  
8 9700041, at \*7 (C.D. Cal. Nov. 3, 2023) (Kronstadt, J.) (noting that textual disclosure  
9 statement on final order flow webpage “is in a smaller font” “relative to” other text on  
10 same webpage and “Complete Order” button intended to manifest user’s assent); *Farmer*  
11 *v. Barkbox, Inc.*, 2023 WL 8522984, at \*2 (C.D. Cal. Oct. 6, 2023) (Sykes, J.) (holding  
12 that website design did not satisfy objective reasonableness standard because textual  
13 disclosure notice was “printed small” “with other graphics and text more likely to attract  
14 the user’s attention”); *Chabolla v. ClassPass, Inc.*, 2023 WL 4544598, at \*4 n.3 (N.D.  
15 Cal. June 22, 2023) (denying motion to compel arbitration in sign-in wrap agreement  
16 even where terms were hyperlinked in blue font because “this [color] alone does not make  
17 the text notice of the Terms conspicuous in light of the other deficits identified” such as  
18 the tiny font size), *aff’d*, 129 F.4th 1147, 1154 (9th Cir. 2025).

19 24. Although the “cancellation policy” hyperlink, if clicked, takes the user to a  
20 window that describes a portion of Defendant’s cancellation policy, such window fails to  
21 describe such policy sufficiently in a manner that would allow a user to easily cancel the  
22 user’s subscription. For example, such window states in relevant part, “If you want to  
23 cancel or change your subscription, you can do it at any time. Your order confirmation  
24 emails have links to your order. You can manage your subscription from there.” By stark  
25 comparison, Defendant’s Website sets forth in a different location a more full version of  
26 its cancellation policy. That is, on its FAQ webpage, Defendant informs its users:  
27

“To cancel your subscription, follow the steps below.

- 1     1. Log into your Fresh Clean Threads account and click **Manage** under ThreadBox
- 2     2. Click **Manage Subscriptions**
- 3     3. Select the subscription pack you'd like to cancel
- 4     4. Scroll to the bottom and click **Cancel subscription**
- 5     5. Choose the reason for your cancellation
- 6     6. Click **Cancel Subscription**"

7     <https://freshcleantees.com/pages/faqs> (last visited Sept. 10, 2025).

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

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

14    C. **Defendant's Post-Transaction Violations of the ARL**

15    27. Defendant similarly violated the ARL by failing to provide to consumers the  
16    post-transaction acknowledgement required by section 17602(a)(3). Consumers receive  
17    a post-transaction email from Defendant presumably intended by Defendant to constitute  
18    Defendant's acknowledgment in purported compliance with section 17602(a)(3). An  
19    excerpt of such post-transaction email from Defendant, which has been redacted  
20    regarding the first name only, is as follows:

21  
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Hi [REDACTED]

Thanks for signing up for a ThreadBox subscription! We're so excited to help keep your closet fresh on a regular basis.

Our site makes it easy to update your ThreadBox preferences whenever you need—you can log in to your Fresh Clean Threads account [here](#) to access your ThreadBox portal. From there, you'll be able to update your delivery address, payment method, or items, and can change your delivery frequency (or skip a shipment) at any time.

If you have any questions, we're always here to help—just email us at [support@freshcleantees.com](mailto:support@freshcleantees.com).

Thanks again for joining the #FRESHFAM!

[Manage your account](#)

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, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.”

1 **D. Plaintiff's Transaction on the Website and Subsequent Recurring Charges**

2 29. On June 4, 2025, Plaintiff purchased a product named ThreadBox (the  
3 "Product") from Defendant via the Website at a price of \$54.13. On July 7, 2025,  
4 Plaintiff's credit card account was charged by Defendant \$54.13 for the Product as part  
5 of a recurring monthly charge. After discovering such second charge to Plaintiff's credit  
6 card account by Defendant, Plaintiff cancelled the subscription shortly thereafter.

7 **E. Plaintiff's Legal Remedy Is an Inadequate Remedy at Law**

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

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

1 CLRA claim. Plaintiffs alleges as much in her pleading. Thus, she has shown how  
2 restitution—her only available remedy under the FAL—‘would be more certain, prompt,  
3 or efficient than the legal remedies’ available under the CLRA.”) (internal citations  
4 omitted); *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at \*6 (C.D. Cal. Oct. 6, 2023)  
5 (“Plaintiff’s CLRA claim includes more ‘stringent elements’ than her UCL claim, such  
6 that she may demonstrate her right to restitution under the UCL but fall short of  
7 establishing her right to damages under the CLRA.”).

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

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

25 **IV. CLASS ACTION ALLEGATIONS**

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

1 All persons in the United States who purchased any product or service from  
2 Defendant's Website in response to an offer constituting an "Automatic renewal"  
3 as defined by § 17601(a)(1) of the California Business and Professions Code within  
4 the statute of limitations period.

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

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

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

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

24 39. **Predominance of Common Questions of Law or Fact.** Common  
25 questions of law and fact exist as to all members of the Class that predominate over any  
26 questions affecting only individual members of the Class. These common legal and  
27 factual questions, which do not vary among members of the Class, and which may be

1 determined without reference to the individual circumstances of any member of the Class,  
2 include, but are not limited to, the following:

- 3 A) Whether, during the Class period, Defendant failed to present the automatic  
4 renewal offer terms, or continuous service offer terms, in a clear and  
5 conspicuous manner before the subscription or purchasing agreement was  
6 fulfilled and in visual proximity to the request for consent to the offer in  
7 violation of Cal. Bus. & Prof. Code § 17602(a)(1);  
8 B) Whether, during the Class period, Defendant failed to provide an  
9 acknowledgement that included the automatic renewal or continuous service  
10 offer terms, cancellation policy, and information on how to cancel in a  
11 manner that is capable of being retained by Plaintiff and Class members, in  
12 violation of Cal. Bus. & Prof. Code § 17602(a)(3);  
13 C) Whether Defendant's order flow screens and post-transaction  
14 acknowledgment constitute unfair business practices in violation of the UCL  
15 under Business & Professions Code § 17200 *et seq.*;  
16 D) Whether Defendant's order flow screens and post-transaction  
17 acknowledgment constitute false advertising in violation of the FAL under  
18 California Business & Professions Code § 17500 *et seq.*;  
19 E) Whether Defendant's order flow screens and post-transaction  
20 acknowledgment constitute violations of the CLRA under California Civil  
21 Code § 1750 *et seq.*;  
22 F) Whether Plaintiff and Class members are entitled to injunctive relief under  
23 Cal. Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(2);  
24 G) Whether Plaintiff and the Class members are entitled to monetary relief  
25 insofar as the goods or services provided by Defendant are deemed an  
26 unconditional gift in accordance with Cal. Bus. & Prof. Code § 17603;

- 1 H) Whether Plaintiff and Class members are entitled to restitution in accordance  
2 with Cal. Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code §  
3 1780(a)(3);  
4 I) The proper formula(s) for calculating the restitution owed to Class members;  
5 J) Whether Plaintiff and Class members are entitled to damages under Cal. Civil  
6 Code § 1780(a)(1);  
7 K) Whether Plaintiff and the Class members are entitled to total damages of at  
8 least \$1,000 in accordance with Cal. Civil Code § 1780(a)(1);  
9 L) Whether Plaintiff and Class members are entitled to punitive damages under  
10 Cal. Civil Code § 1780(a)(4) and Cal. Civil Code § 3294(a);  
11 M) Whether Plaintiff and Class members are entitled to any other relief that the  
12 Court deems proper in accordance with Cal. Civil Code § 1780(a)(5); and  
13 N) Whether Plaintiff and Class members are entitled to attorneys' fees and costs  
14 under Cal. Civil Code § 1780(e) and California Code of Civil Procedure §  
15 1021.5.

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

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

## **V. CLAIMS FOR RELIEF**

## **FIRST CLAIM FOR RELIEF**

## **Violation of Consumers Legal Remedies Act**

## Cal. Civ. Code § 1750 *et seq.*

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

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

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

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

45. “Courts have found that violations of the ARL are actionable under CLRA subdivisions (a)(5) and (a)(9).” *Zeller v. Optavia LLC*, 2024 WL 1207461, at \*6 (S.D. Cal. Mar. 14, 2024) (Sabraw, C.J.) (citing *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at \*4 (C.D. Cal. Oct. 6, 2023) (holding that ARL violation was actionable under subdivision (a)(5)); *Leventhal v. Streamlabs LLC*, 2022 WL 17905111, at \*4, \*6-\*7 (N.D. Cal. Dec. 23, 2022) (holding that ARL violation actionable under subdivisions (a)(5) and (9); and *Morrell v. WW Int’l, Inc.*, 551 F. Supp. 3d 173, 182-83 (S.D.N.Y. 2021) (same)). *Zeller* held, “Plaintiffs adequately state claims against Optavia under CLRA subdivisions (a)(5) and (a)(9), Cal. Civ. Code § 1770(a)(5), (9), predicated on Optavia’s violation of the ARL....” *Zeller*, 2024 WL 1207461, at \*5; *see also Zeichner v. Nord Security Inc.*, 2024 WL 4951261, at \*6 (N.D. Cal. Dec. 2, 2024) (holding that allegations of ARL

1 violations plausibly stated a CLRA claim based upon unlawful practices particularly  
2 sections 1770(a)(5) and (9)) (“Plaintiff alleges Defendants advertised their product as  
3 though it did not automatically renew without consumer consent, when in actuality, the  
4 subscription did renew, and Defendants intended as much. These alleged violations of the  
5 ARL constitute material omissions by Defendants arising from a statutorily prescribed  
6 duty.”); *Price v. Synapse Group, Inc.*, 2017 WL 3131700, at \*8 (S.D. Cal. July 24, 2017)  
7 (“Plaintiffs allege that Defendants advertised discounted magazine subscriptions without  
8 adequately disclosing the terms of the automatic renewal features attached to those  
9 subscriptions. Put another way, Plaintiffs allege that by not adequately disclosing the  
10 automatic renewal features tied to the subscriptions, Defendants represented that the  
11 subscriptions had a characteristic they did not have—namely, the absence of an automatic  
12 renewal feature. The Court finds these allegations sufficient to state a claim under §  
13 1770(a)(5).”) (denying motion to dismiss CLRA claim under sections 1770(a)(5) and  
14 (9)).

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

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

28

1 regarding how to cancel in a manner that is capable of being retained by the consumer  
2 under California Business and Professions Code § 17602(a)(3).

3 48. Defendant violated the foregoing ARL requirements under subdivisions  
4 (a)(1) and (3) of section 17602 by failing to disclose key details of its cancellation policy  
5 and how to cancel in the fine print on the Website at the time of the consumer online  
6 checkout process and in its post-transaction acknowledgment. Such violations of the  
7 ARL constitute material omissions by Defendant arising from a statutorily prescribed  
8 duty.

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

25 50. In doing so, Defendant intentionally misrepresented and concealed material  
26 facts from Plaintiff and Class members. Said misrepresentations and concealment were  
27 done with the intention of deceiving Plaintiff and Class members, and depriving Plaintiff  
28 and Class members of their rights and money.

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

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

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

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

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

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

## **SECOND CLAIM FOR RELIEF**

## **Violation of False Advertising Law**

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

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

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

58. Section 17500 of the California Business and Professions Code states in relevant part, "It is unlawful for any person, firm, corporation or association, or any employee thereof with *intent directly or indirectly to dispose of* real or *personal property* or to perform services, professional or otherwise, or anything of any nature whatsoever or *to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state*, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or *any advertising device*, or by public outcry or proclamation, or *in any other manner or means whatever, including over the Internet, any statement*, concerning that real or *personal property* or those services, professional or otherwise, or *concerning any circumstance or matter of fact connected with the proposed* performance or *disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property* or those services, professional or otherwise, *so advertised at the price stated therein, or as so advertised.*"

(Cal. Bus. & Prof. Code § 17500) (emphasis added).

59. By committing the acts alleged in this operative Complaint, Defendant has violated Business and Professions Code §§ 17500 *et seq.* In particular, Defendant's textual disclosure statements on the final order flow screen of its checkout process are misleading because they omit statutorily-required information about Defendant's cancellation policy, including how to cancel, in a clear and conspicuous manner before

1 the subscription or purchasing agreement is fulfilled and in visual proximity to the request  
2 for consent to the offer. In addition, Defendant's post-transaction acknowledgment is  
3 misleading because it omits statutorily-required information about Defendant's automatic  
4 renewal offer terms or continuous service offer terms including Defendant's cancellation  
5 policy and information regarding how to cancel in a manner that is capable of being  
6 retained by the consumer in a clear and conspicuous manner.

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

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

16 **THIRD CLAIM FOR RELIEF**

17 **Violation of Unfair Competition Law**

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

19 **(By Plaintiff, on Plaintiff's own behalf and on behalf of the Class, against All  
20 Defendants)**

21 62. Plaintiff incorporates by reference the foregoing paragraphs as if set forth  
22 hereinafter.

23 63. The UCL prohibits unfair competition in the form of any unlawful, unfair,  
24 or fraudulent business act or practice, any unfair, deceptive, untrue or misleading  
25 advertising, and any act prohibited by the FAL. Cal. Bus. & Prof. Code § 17204 allows  
26 "a person who has suffered injury in fact and has lost money or property" to prosecute a  
27 civil action for violation of the UCL. Such a person may bring such an action on behalf  
28

1 of himself or herself and others similarly situated who are affected by the unlawful and/or  
2 unfair business practice or act.

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

6 65. As a direct and proximate result of Defendant's deceptive, unfair, and  
7 unlawful acts or practices described herein, including its misleading and incomplete order  
8 flow screens on its Website and misleading and incomplete post-transaction  
9 acknowledgment, Plaintiff and members of the Class have suffered injury in fact and have  
10 lost money.

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

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

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- 21 a. For an order certifying that the action be maintained as a class action, that  
22 Plaintiff be designated as the class representative, and that undersigned counsel  
23 be designated as class counsel;
- 24 b. For all available declaratory, legal, and equitable relief including injunctive  
25 relief;
- 26 c. For statutory damages;
- 27 d. For punitive damages;
- 28 e. For attorneys' fees and costs as allowed by law; and

1 f. For any and all other relief at law or equity that may be appropriate.  
2

3 Dated: September 15, 2025

PACIFIC TRIAL ATTORNEYS, APC

5 By: /s/ Scott J. Ferrell

6 Scott J. Ferrell

7 Attorneys for Plaintiff and the Proposed Class

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CIVIL COVER SHEET  
of 1

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

REBEKA RODRIGUEZ, 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

FRESH CLEAN THREADS, INC., a Delaware corporation,  
d/b/a WWW.FRESHCLEANTEES.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)

**'25CV2398 BEN DDL**

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

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question<br>(U.S. Government Not a Party)                     |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(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)

|   | PTF                                   | DEF                        | PTF   | DEF  |
|---|---------------------------------------|----------------------------|---|--|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 <input type="checkbox"/> 6            |

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

| CONTRACT   | TORTS  | FORFEITURE/PENALTY   | BANKRUPTCY   | OTHER STATUTES  |
|--|--|--|--|---|
| <input type="checkbox"/> 110 Insurance   | <b>PERSONAL INJURY</b>   | <b>PERSONAL INJURY</b>   | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 375 False Claims Act   |
| <input type="checkbox"/> 120 Marine  | <input type="checkbox"/> 310 Airplane                              | <input type="checkbox"/> 365 Personal Injury - Product Liability         | <input type="checkbox"/> 422 Appeal 28 USC 158                           | <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))   |
| <input type="checkbox"/> 130 Miller Act  | <input type="checkbox"/> 315 Airplane Product Liability            | <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury | <input type="checkbox"/> 423 Withdrawal 28 USC 157                       | <input type="checkbox"/> 400 State Reapportionment  |
| <input type="checkbox"/> 140 Negotiable Instrument                                   | <input type="checkbox"/> 320 Assault, Libel & Slander              | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  | <b>PROPERTY RIGHTS</b>   | <input type="checkbox"/> 410 Antitrust  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment       | <input type="checkbox"/> 330 Federal Employers' Liability          | <input type="checkbox"/> 340 Marine Product Liability                    | <input type="checkbox"/> 820 Copyrights                                  | <input type="checkbox"/> 430 Banks and Banking  |
| <input type="checkbox"/> 151 Medicare Act  | <input type="checkbox"/> 345 Marine Product Liability              | <input type="checkbox"/> 350 Motor Vehicle                               | <input type="checkbox"/> 830 Patent                                      | <input type="checkbox"/> 450 Commerce   |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) | <input type="checkbox"/> 355 Motor Vehicle Product Liability       | <input type="checkbox"/> 370 Other Fraud                                 | <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application   | <input type="checkbox"/> 460 Deportation  |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits           | <input type="checkbox"/> 360 Other Personal Injury                 | <input type="checkbox"/> 371 Truth in Lending                            | <input type="checkbox"/> 840 Trademark                                   | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations                   |
| <input type="checkbox"/> 160 Stockholders' Suits                                     | <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <input type="checkbox"/> 380 Other Personal Property Damage              | <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016            | <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)                            |
| <input type="checkbox"/> 190 Other Contract  |  | <input type="checkbox"/> 385 Property Damage Product Liability           | <b>SOCIAL SECURITY</b>   | <input type="checkbox"/> 485 Telephone Consumer Protection Act                                |
| <input type="checkbox"/> 195 Contract Product Liability                              |  |  | <input type="checkbox"/> 861 HIA (1395ff)                                | <input type="checkbox"/> 490 Cable/Sat TV   |
| <input type="checkbox"/> 196 Franchise   |  |  | <input type="checkbox"/> 862 Black Lung (923)                            | <input type="checkbox"/> 850 Securities/Commodities/ Exchange                                 |
| REAL PROPERTY  | CIVIL RIGHTS   | PRISONER PETITIONS   |  |   |
| <input type="checkbox"/> 210 Land Condemnation                                       | <input type="checkbox"/> 440 Other Civil Rights                    | <b>Habeas Corpus:</b>  | <input type="checkbox"/> 791 Employee Retirement Income Security Act     | <input checked="" type="checkbox"/> 890 Other Statutory Actions                               |
| <input type="checkbox"/> 220 Foreclosure   | <input type="checkbox"/> 441 Voting                                | <input type="checkbox"/> 463 Alien Detainee                              |  | <input type="checkbox"/> 891 Agricultural Acts  |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                                  | <input type="checkbox"/> 442 Employment                            | <input type="checkbox"/> 510 Motions to Vacate Sentence                  |  | <input type="checkbox"/> 893 Environmental Matters  |
| <input type="checkbox"/> 240 Torts to Land   | <input type="checkbox"/> 443 Housing/ Accommodations               | <input type="checkbox"/> 530 General                                     |  | <input type="checkbox"/> 895 Freedom of Information Act                                       |
| <input type="checkbox"/> 245 Tort Product Liability                                  | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment     | <input type="checkbox"/> 535 Death Penalty                               |  | <input type="checkbox"/> 896 Arbitration  |
| <input type="checkbox"/> 290 All Other Real Property                                 | <input type="checkbox"/> 446 Amer. w/Disabilities - Other          | <b>Other:</b>  | <input type="checkbox"/> 462 Naturalization Application                  | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
|  | <input type="checkbox"/> 448 Education                             | <input type="checkbox"/> 540 Mandamus & Other                            | <input type="checkbox"/> 465 Other Immigration Actions                   | <input type="checkbox"/> 950 Constitutionality of State Statutes                              |
|  |  | <input type="checkbox"/> 550 Civil Rights                                |  |   |
|  |  | <input type="checkbox"/> 555 Prison Condition                            |  |   |
|  |  | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement  |  |   |
| IMMIGRATION  |  |  |  |   |
|  |  |  |  |   |

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

- |   |   |  |   |  |  |   |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

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)

## VI. CAUSE OF ACTION

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. 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 15, 2025

/s/ Scott J. Ferrell

## FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE