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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

ZENARA COMMERCE LLC, a Wyoming
entity, d/b/a
WWW.MYTANTHEORY.COM;

Defendants.

Case No.: '25CV2354 WQHDDL

**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.**

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

I. NATURE OF ACTION

1. Plaintiff brings this action on behalf of herself for her purchase of an automatically renewing paid subscription from Zenara Commerce LLC (“Defendant”) via its website at: <https://mytanththeory.com/> (the “Website”), which caused Plaintiff to incur unlawful charges from Defendant related to an automatic renewal or continuous service. Defendant made unlawful automatic renewal and/or continuous service offers to consumers in California in violation of California’s Automatic Renewal Law (the “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide “clear and conspicuous” disclosures mandated by California law; and (2) failing to provide an

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 Wyoming having its principal
20 place of business in the State of Wyoming.

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. This Court also has subject matter jurisdiction of this action pursuant to 28
27 U.S.C. § 1332(a)(1) because the amount in controversy exceeds the sum or value of
28 \$75,000, exclusive of interest and costs, and is between citizens of different states.

1 7. Defendant is subject to jurisdiction under California’s “long-arm” statute
2 because the exercise of jurisdiction over Defendant is not “inconsistent with the
3 Constitution of this state or the United States.”

4 8. Defendant is an online retailer that sells products nationwide and in
5 California. Defendant has substantial contacts with and receives substantial benefits and
6 income from and through the state of California. Defendant made, and continues to make,
7 automatic renewal or continuous service offers to consumers in California. Defendant
8 operates the Website, which markets and sells “tanning drops,” a water additive that
9 claims to make consumers’ skin tan without sun exposure.

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

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

III. FACTUAL ALLEGATIONS

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

11. 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.

12. 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.

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

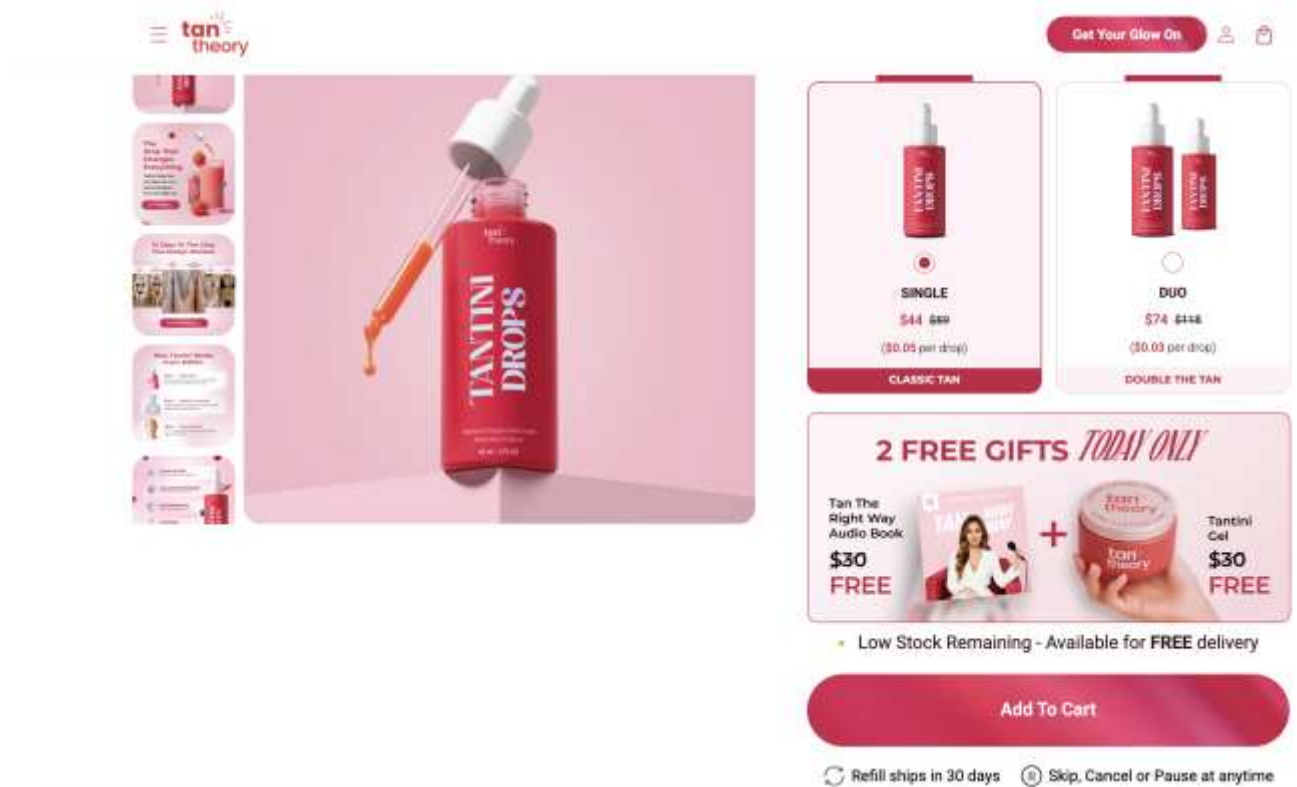
5 14. Cal. Bus. & Prof. Code § 17601(a)(2) requires that all “Automatic renewal
6 offer terms” and “continuous service offer terms” contain the following “clear and
7 conspicuous” disclosures: (A) “That the subscription or purchasing agreement will
8 continue until the consumer cancels. (B) The description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

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

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

25 17. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business
26 sends any goods, wares, merchandise, or products to a consumer, under a continuous
27 service agreement or automatic renewal of a purchase, without first obtaining the
28 consumer’s affirmative consent as described in Section 17602, the goods, wares,

merchandise, or products shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit without



any obligation whatsoever on the consumer's part to the business, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business.”

B. Defendant's Pre-Transaction Violations of the ARL

18. Defendant offers through the Website various subscriptions for products to consumers. Defendant's offerings constitute an “automatic renewal” because such offerings comprise of plans, arrangements, or provisions 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 for the purposes of Cal. Bus. & Prof. Code § 17601(a)(1).

19. At relevant times, an example of Defendant's plan presented on its Website is as follows:

1 https://mytantheory.com/#gMyq4dca_c (last visited Aug. 27, 2025).

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

shop Pay

Ship to

Shipping method

Insured Tracked Shipping - FREE

Payment method

visa Visa --- 1430

☒ Sign me up for news and offers from this store

Pay now

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](#).

[Check out as guest](#)

Shipping Protection \$4.00

Tantini Drops \$44.00

Single
Deliver every month
First payment \$44.00, then \$49.00 every month

Discount code **Apply**

Subtotal · 2 items \$48.00

Shipping FREE

Total USD **\$48.00**

Recurring subtotal
First payment \$44.00, then \$49.00 every month

[Refund policy](#) [Shipping](#) [Privacy policy](#) [Terms of service](#) [Cancellations](#)

https://shop.app/checkout/87553474834/cn/hWN2HxQ0OCSY6dQgdzDaLsd6/shoppay?_cs=3.AMPS&redirect_source=checkout_automatic_redirect&tracking_unique=a87a1350-49c6-43eb-b500-eb87d227190b&tracking_visit=432364f0-e39a-499e-a169-9dc489d5f3ed (last visited Aug. 27, 2025).

21. Defendant's final checkout page presented to consumers violates the ARL. In particular, such page violates Section 17602(a)(1) by failing to describe the "cancellation policy that applies to the offer" as set forth in section 17601(a)(2)(B) via "clear and conspicuous" disclosures in compliance with section 17601(a)(3) by failing to include the automatic renewal offer terms and continuous service offer terms in a "clear and conspicuous" manner, *i.e.*, with "larger type than the surrounding text, or in

1 contrasting type, font, or color to the surrounding text of the same size, or set off from
2 the surrounding text of the same size by symbols or other marks, in a manner that clearly
3 calls attention to the language.”

4 22. Although Defendant’s checkout page sets forth its purported automatic
5 renewal offer terms and continuous service offer terms below a large “Pay now” button,
6 Plaintiff’s investigation has determined that such textual disclosure statements are in a
7 comparatively small 10.5 point type size in the System UI font in a light gray color against
8 a white background.

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

13 24. Other elements on that same checkout webpage are in comparatively larger
14 size such as the “Total” button and the price of \$48.00 that are in bold 14.5 point type
15 size. Such other elements direct the user’s attention everywhere else besides the
16 Website’s textual disclosure statement on its final checkout page. *Berman v. Freedom*
17 *Financial Network, LLC*, 30 F.4th 849, 857 (9th Cir. 2022) (determining that
18 “comparatively larger font used in all of the surrounding text naturally directs the user’s
19 attention everywhere else”); *Dawson v. Target Corp.*, 2025 WL 1651940, at *3 (N.D.
20 Cal. June 11, 2025) (finding screenflows failed to provide reasonable notice of
21 defendant’s hyperlinked terms and preceding disclaimers because of “overwhelming
22 inconspicuousness created by its small font size and placement that otherwise causes the
23 Terms & Conditions to blend into the screen”); *Strehl v. Guitar Center, Inc.*, 2023 WL
24 9700041, at *7 (C.D. Cal. Nov. 3, 2023) (Kronstadt, J.) (noting that textual disclosure
25 statement on final order flow webpage “is in a smaller font” “relative to” other text on
26 same webpage and “Complete Order” button intended to manifest user’s assent); *Farmer*
27 *v. Barkbox, Inc.*, 2023 WL 8522984, at *2 (C.D. Cal. Oct. 6, 2023) (Sykes, J.) (holding
28 that website design did not satisfy objective reasonableness standard because textual

1 disclosure notice was “printed small” “with other graphics and text more likely to attract
2 the user’s attention”); *Chabolla v. ClassPass, Inc.*, 2023 WL 4544598, at *4 n.3 (N.D.
3 Cal. June 22, 2023) (denying motion to compel arbitration in sign-in wrap agreement
4 even where terms were hyperlinked in blue font because “this [color] alone does not make
5 the text notice of the Terms conspicuous in light of the other deficits identified” such as
6 the tiny font size), *aff’d*, 129 F.4th 1147, 1154 (9th Cir. 2025).

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

- 16 • “The subscription can be canceled anytime after your first renewal through the
17 subscription portal.
- 18 • You can find the link to manage your subscription in the confirmation email you
19 received at checkout.
- 20 • If you’d like to cancel before your first renewal, just email our support team
21 at info@mytantheory.com and we’ll take care of it.”

22 <https://mytantheory.com/pages/subscriptions>

23 (last visited Aug. 27, 2025).

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

1 27. In short, Defendant fails to properly present consumers with its automatic
2 renewal offers or continuous service offer terms prior to a consumer completing a
3 purchase.

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

5 28. Defendant similarly violated the ARL by failing to provide to consumers the
6 post-transaction acknowledgement required by section 17602(a)(3). Consumers receive
7 a post-transaction email from Defendant presumably intended by Defendant to constitute
8 Defendant's acknowledgment in purported compliance with section 17602(a)(3).
9 Attached hereto as **Exhibit "1"** is a true and correct copy of an example of such post-
10 transaction email sent by Defendant, which has been redacted only for the recipient's
11 email address, date, and first name of the recipient. In particular, an excerpt of such post-
12 transaction email from Defendant, which has been redacted regarding the first name only,
13 is as follows:

Subscription Started

Hi [REDACTED] thank you for subscribing with *Tan Theory*. You can view or edit your subscription by clicking the button below.

Manage subscription

Items

Tantini Drops - Single x 1	\$39.00
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If you have any questions, please reply to this email or reach out to us at info@mytantheory.com. This e-mail was sent to you to notify about your subscription at Tan Theory.

29. 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.”

Plaintiff’s Transaction on the Website and Subsequent Recurring Charges

30. On June 4, 2025, Plaintiff purchased a product named Tantini Drops (the “Product”) from Defendant via the Website at a price of \$29.00. On July 7, 2025, Plaintiff’s credit card account was charged by Defendant \$39.00 for the Product as part

1 of a recurring monthly charge. After discovering such second charge to Plaintiff's credit
2 card account by Defendant, Plaintiff cancelled the subscription shortly thereafter.

3 **D. Plaintiff's Legal Remedy Is an Inadequate Remedy at Law**

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

9 32. A legal remedy is not adequate if it is not as certain as an equitable remedy.
10 *Coleman v. Mondelez Int'l Inc.*, 554 F. Supp. 3d 1055, 1065 (C.D. Cal. 2021) (holding
11 that "plaintiff has sufficiently established at this stage that she lacks an adequate remedy
12 at law with respect to her claims for equitable relief" because "the court is persuaded that"
13 "her allegations sufficiently plead that 'restitution under the CLRA or UCL would be
14 more certain, prompt, or efficient' than the monetary damages she seeks, but may
15 ultimately not attain"). In particular, the elements of Plaintiff's equitable claims are
16 different and do not require the same showings as Plaintiff's legal claim under the CLRA.
17 *See Ostrovskaya v. St. John Knits, Inc.*, 2022 WL 2102895, at *5 (C.D. Cal. Mar. 31,
18 2022) (Gee, J.) ("The FAL and the UCL provide for only restitutionary and injunctive
19 relief, whereas the CLRA also provides for monetary damages. In many cases, liability
20 under the three statutes will involve the same facts and elements. But here, Plaintiff
21 predicates her FAL claim largely on a specific statutory provision.... Plaintiff may be
22 able to prove these more straightforward factual elements, and thus prevail under the
23 FAL, while still being unable to convince a jury of the more subjective claim that
24 'members of the public are likely to be deceived,' and therefore fail with respect to her
25 CLRA claim. Plaintiffs alleges as much in her pleading. Thus, she has shown how
26 restitution—her only available remedy under the FAL—"would be more certain, prompt,
27 or efficient than the legal remedies' available under the CLRA.") (internal citations
28 omitted); *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at *6 (C.D. Cal. Oct. 6, 2023)

1 (“Plaintiff’s CLRA claim includes more ‘stringent elements’ than her UCL claim, such
2 that she may demonstrate her right to restitution under the UCL but fall short of
3 establishing her right to damages under the CLRA.”).

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

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

21 **IV. CLASS ACTION ALLEGATIONS**

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

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

1 36. 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 37. **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 38. **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 39. **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 40. **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

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

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

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

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

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

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

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

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

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

J) Whether Plaintiff and Class members are entitled to damages under Cal. Civil Code § 1780(a)(1);

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 41. **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 42. **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)**
27
28

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

3 44. 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 45. 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 46. “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 47. 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 48. “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 49. 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 50. 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 51. 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 52. 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.

53. 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.

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

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

56. 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.

57. 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)

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

59. 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).

60. 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 the subscription or purchasing agreement is fulfilled and in visual proximity to the request for consent to the offer. In addition, Defendant’s post-transaction acknowledgment is misleading because it omits statutorily-required information about Defendant’s automatic renewal offer terms or continuous service offer terms including Defendant’s cancellation

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 61. 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 62. 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 63. Plaintiff incorporates by reference the foregoing paragraphs as if set forth
18 hereinafter.

19 64. 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 65. 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.

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

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

Dated: September 10, 2025

PACIFIC TRIAL ATTORNEYS, APC

By: /s/ Scott J. Ferrell

Scott J. Ferrell

Attorneys for Plaintiff and the Proposed Class

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

ZENARA COMMERCE LLC., a Wyoming entity, d/b/a
WWW.MYTANTHEORY.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)

'25CV2354 WQHDDL

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

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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 (specify) ☐ 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 10, 2025

/s/ Scott J. Ferrell

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE