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Counsel for Plaintiff and Putative Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DIANE VARELA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

TASTE SALUD, INC,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

(DEMAND FOR JURY TRIAL)

1 Plaintiff Diane Varela brings this action on behalf of herself and all others similarly situated
2 against Defendant Taste Salud, Inc. Plaintiff makes the following allegations pursuant to the
3 investigation of her counsel and upon information and belief, except as to allegations specifically
4 pertaining to herself and her counsel, which are based on personal knowledge.

5 **INTRODUCTION**

6 1. This is a putative class action lawsuit against Defendant for engaging in an illegal
7 “automatic renewal” scheme.

8 2. Defendant sells a wide range of dietary supplements through various online channels,
9 including on its website, www.tastesalud.com (the “Website”), and in advertisements on social-
10 media sites, including Instagram. Whenever a consumer purchases Defendant’s products – whether
11 it be on the Website or through a social-media advertisement – Defendant surreptitiously enrolls the
12 consumer in an automatically renewing “subscription” that, unbeknownst to the consumer at the
13 time, results in a recurring charges to the consumer’s credit card, debit card, or third-party payment
14 account (“Payment Method”) every month, in perpetuity until canceled (the “Salud Subscriptions”).

15 3. Prior to enrolling Plaintiff and its other customers into Salud Subscriptions – and
16 thereafter assessing each of their Payment Methods a recurring charge on a monthly basis –
17 Defendant failed to provide the disclosures and authorizations required by California’s Automatic
18 Renewal Law (“ARL”), Cal. Bus. Prof. Code §§ 17600, *et seq.*, to any of these consumers.

19 4. Pursuant to the ARL, online retailers that offer automatically renewing subscriptions
20 to California consumers must: (i) provide the complete automatic renewal offer terms in a clear and
21 conspicuous manner and in visual proximity to the request for consent prior to completion of the
22 enrollment process, *see* Cal. Bus. Prof. Code § 17602(a)(1); (ii) obtain consumers’ affirmative
23 consent prior to charging their Payment Methods in connection with the subscriptions, *see id.* §
24 17602(a)(2); and (iii) provide an acknowledgment that includes the automatic renewal offer terms
25 and identifies a cost-effective, timely, and easy-to-use mechanism for consumers to cancel their
26 subscriptions, *see id.* §§ 17602(a)(3), 17602(c).

27 5. As discussed in greater detail below, the electronic “checkout flows” on Defendant’s
28 Website and social-media advertisements, which Plaintiff and numerous other California consumers

1 used to purchase Defendant’s products, uniformly violated each of these core requirements of the
2 ARL. And when consumers eventually do realize that Defendant has enrolled them in Salud
3 Subscriptions without their authorization – such as when consumers notice Defendant’s recurring
4 charges on their credit card billing statements – Defendant then makes it exceedingly difficult and
5 unnecessarily confusing for consumers to cancel the Salud Subscriptions.

6 6. Specifically, Defendant systematically violates the ARL by: (i) failing to present the
7 automatic renewal offer terms in a clear and conspicuous manner and in visual proximity to the
8 request for consent to the offer before the subscription or purchasing agreement is fulfilled, in
9 violation of Section 17602(a)(1); (ii) charging consumers’ Payment Methods without first obtaining
10 their affirmative consent to the agreement containing the automatic renewal offer terms, in violation
11 of Section 17602(a)(2); and (iii) failing to provide an acknowledgment that includes the automatic
12 renewal offer terms, cancellation policy, and information regarding how to cancel in a manner that
13 is capable of being retained by the consumer, in direct violation of Section 17602(a)(3). *See* Cal.
14 Bus. & Prof. Code §§ 17602(a)(1)-(3); *see also id.* § 17601(b)(1)-(5) (setting forth the definition of
15 “automatic renewal offer terms” as used in Cal. Bus. Prof. Code § 17602(a)). The standardized post-
16 order acknowledgment email sends to its customers also fails to disclose a toll-free telephone number
17 or describe another cost-effective, timely, and easy-to-use mechanism for cancellation – making it
18 exceedingly difficult and unnecessarily confusing for consumers to cancel Salud Subscriptions – in
19 clear violation of Section 17602(c) of the ARL.

20 7. As a result of Defendant’s violations of Section 17602 of the ARL, the Salud
21 Subscriptions are deemed “unconditional gifts” pursuant to Section 17603 of the ARL, entitling
22 Plaintiff and the Class to restitution. *See* Cal. Bus. & Prof. Code § 17603.

23 8. For the foregoing reasons, Plaintiffs bring this action individually and on behalf of all
24 subscribers of any of Defendant’s Salud Subscriptions who, within the applicable statute of
25 limitations period up to and including the date of judgment in this action, were induced by
26 Defendant’s false sales or incurred unauthorized fees for the renewal of their Salud Subscriptions.
27 Based on Defendant’s unlawful conduct, Plaintiffs seek damages, restitution, declaratory relief,
28 injunctive relief, and reasonable attorneys’ fees and costs, for: (1) violation of California’s False

1 Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, et seq.; (2) violation of California’s
2 Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, et seq.; (3) violation of
3 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, et seq.; (4)
4 negligent misrepresentation; (5) intentional misrepresentation; (7) unjust enrichment/restitution; (8)
5 breach of contract; and (9) breach of express warranty.

6 **THE PARTIES**

7 9. Plaintiff Diane Varela is, and at all times relevant hereto was, a citizen and resident
8 of La Habra, California. On or about July 2, 2025, Plaintiff made a purchase of two “Hydration +
9 Immunity, Salud x Jarritos” from Defendant’s Website for \$51.23. When Plaintiff made her
10 purchase, Defendant enrolled Plaintiff in – unbeknownst to her at the time – a Salud Subscription.
11 Consequently, following her purchase, Defendant assessed Plaintiff’s Payment Method a recurring
12 charge of \$26.24 every 15 days until September 24, 2025, when she canceled the Salud Subscription.
13 Had Plaintiff known that Defendant would enroll her in an automatically renewing Salud
14 Subscription, she would not have made a purchase from Defendant at all.

15 10. The facts giving rise to Plaintiff’s claims are materially the same as those of other
16 members of the Class she seeks to represent

17 11. Defendant Taste Salud, Inc. is a Delaware corporation that maintains its corporate
18 headquarters and principal place of business in Santa Monica, California. Defendant is an online-
19 based retailer of dietary supplements, which it sells to consumers on its Website and through social-
20 media advertisements to consumers nationwide, including throughout California.

21 12. Plaintiff reserves the right to amend this Complaint to add different or additional
22 defendants, including without limitation any officer, director, employee, supplier, or distributor of
23 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and
24 deceptive conduct alleged herein.

25 **JURISDICTION AND VENUE**

26 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
27 amended by the Class Action Fairness Act of 2005 (“CAFA”), because this is a putative class action
28 where the aggregate amount sought by members of the proposed class exceeds \$5,000,000.00,

1 exclusive of interests and costs, there are over 100 members of the putative class, and at least one
2 class member is a citizen of a state different from Defendant.

3 14. Personal jurisdiction and venue are proper because Plaintiff resides in La Habra,
4 California, within this judicial District; because Plaintiff made her purchase of Defendant’s products
5 while she was physically present in La Habra, California; because Defendant shipped such goods to
6 Plaintiff’s residence in La Habra, California; and because Plaintiff was located in La Habra,
7 California when Defendant enrolled her in, and thereafter charged her Payment Method on a monthly
8 basis pursuant to the Salud Subscription. Additionally, Defendant has, at all times relevant hereto,
9 systematically and continually conducted, and continues to conduct, business in California,
10 including within this judicial District, including through the promotion, marketing, and sale of its
11 products.

12 **FACTUAL BACKGROUND**

13 **A. Background On the Subscription-Based e-Commerce Industry**

14 15. The e-commerce subscription model is a business model in which retailers provide
15 ongoing goods or services “in exchange for regular payments from the customer.”¹ Subscription e-
16 commerce services now target a wide range of customers and cater to a variety of specific interests.
17 Given the prevalence of online and e-commerce retailers, subscription e-commerce has grown
18 rapidly in popularity in recent years. Indeed, the “subscription economy has grown more than 400%
19 over the last 8.5 years as consumers have demonstrated a growing preference for access to
20 subscription services[.]”² Analysts at UBS predict that the subscription economy will expand into
21 a \$1.5 trillion market by 2025, up from \$650 billion in 2020.³ That constitutes an average annual
22

23 ¹ Core DNA, *How to Run an eCommerce Subscription Service: The Ultimate Guide* (May 19, 2020),
24 <https://www.coredna.com/blogs/ecommerce-subscription-services>.

25 ² Business Insider, *Taco Bell’s taco subscription is rolling out nationwide — here’s how to get it*
26 (Jan. 6, 2022), [https://www.businessinsider.com/taco-bell-subscription-launching-across-the-](https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1)
27 [country-2022-1](https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1) (internal quotation marks omitted).

28 ³ See UBS, *Investing in digital subscriptions* (Mar. 10, 2021),
[https://www.ubs.com/global/en/wealth-management/our-](https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html)
approach/marketnews/article.1525238.html (“[A]t close to USD 650 billion in 2020, we expect the

1 growth rate of 18%, which makes the subscription economy “one of the fastest-growing industries
2 globally.”⁴

3 16. The production, sale, and distribution of subscription-based products and services is
4 a booming industry that has exploded in popularity over the past few years. According to *Forbes*,
5 “[t]he subscription e-commerce market has grown by more than 100% percent a year over the past
6 five years, with the largest retailers generating more than \$2.6B in sales in 2016, up from \$57.0M in
7 2011.”⁵ Following 2016, market growth within the industry increased exponentially, reaching \$650
8 billion in 2020.⁶ “As such, the financials of companies with subscription business models[] ...
9 improved dramatically in 2020 thanks to limited revenue volatility and strong cash flow
10 generation.”⁷ Thus, “[t]he share prices of most subscription companies have performed well in
11 recent years.”⁸

12 17. The expansion of the subscription e-commerce market shows no signs of slowing.
13 “We’re now in the subscriptions era, and the pandemic is accelerating its takeover. During the
14
15 subscription economy to expand into a USD 1.5 trillion market by 2025, implying an average annual
16 growth rate of 18%.”).

17 *See also* Subscribed, *UBS Declares: It’s Worth Investing in the Subscription Economy* (Apr. 17,
18 2021), [https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-](https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-the-subscription-economy)
19 [the-subscription-economy](https://www.subscribed.com/read/news-and-editorial/ubs-declares-its-worth-investing-in-the-subscription-economy); Business 2 Community, *The Subscription Economy Is Booming Right*
20 *Now. But Are You Reaping the Full Benefits?* (Oct. 7, 2021),
21 [https://www.business2community.com/ecommerce/the-subscription-economy-is-booming-right-](https://www.business2community.com/ecommerce/the-subscription-economy-is-booming-right-now-but-are-you-reaping-the-full-benefits-02434851)
22 [now-but-are-you-reaping-the-full-benefits-02434851](https://www.business2community.com/ecommerce/the-subscription-economy-is-booming-right-now-but-are-you-reaping-the-full-benefits-02434851).

20 ⁴ UBS, *Investing in digital subscriptions* (Mar. 10, 2021), *supra* (“[Growth] was seen across many
21 areas, including e-commerce, video streaming, gaming, cloud-based applications, etc.”); *see also*
22 Juniper Research, *Subscriptions For Physical Goods To Overtake Digital Subscriptions By 2025;*
23 *Growing To Over \$263bn Globally* (Oct. 12, 2020),
24 <https://www.juniperresearch.com/press/subscriptions-for-physical-goods-to-overtake>
25 (acknowledging “the significant lead the digital sector has had in th[e] area[of digital service
26 subscriptions]”).

24 ⁵ *Forbes*, *The State Of The Subscription Economy, 2018* (Mar. 4, 2018),
25 [https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-](https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef)
26 [2018/#6ad8251a53ef](https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-2018/#6ad8251a53ef).

26 ⁶ *See* UBS, *Investing in digital subscriptions* (Mar. 10, 2021), *supra*.

27 ⁷ *Id.*

28 ⁸ *Id.*

1 COVID-19 lockdowns, many digital-based subscription business models fared well due to their
2 promise of convenience and strong business continuity.”⁹ According to *The Washington Post*,
3 “[s]ubscriptions boomed during the coronavirus pandemic as Americans largely stuck in shutdown
4 mode flocked to digital entertainment[.] ... The subscription economy was on the rise before the
5 pandemic, but its wider and deeper reach in nearly every industry is expected to last, even after the
6 pandemic subsides in the United States.”¹⁰

7 18. However, as *The Washington Post* has noted, there are downsides associated with the
8 subscription-based business model.¹¹ While the subscription e-commerce market has low barriers
9 and is thus easy to enter, it is considerably more difficult for retailers to dominate the market due to
10 the “highly competitive prices and broad similarities among the leading players.”¹² In particular,
11 retailers struggle with the fact that “[c]hurn rates are high, [] and consumers quickly cancel services
12 that don’t deliver superior end-to-end experiences.”¹³ Yet, retailers have also recognized that, where
13 the recurring nature of the service, billing practices, or cancellation process is unclear or
14 complicated, “consumers may lose interest but be too harried to take the extra step of canceling their
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19 ⁹ *Id.*

20 ¹⁰ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to blame*
21 (June 1, 2021), [https://www.washingtonpost.com/business/2021/06/01/subscription-boom-](https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/)
22 [pandemic/](https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/) (noting that “e-commerce and entertainment subscriptions to sites such as Netflix, Hulu
and Disney Plus made headlines during the pandemic for soaring growth”).

23 ¹¹ The Washington Post, *Little-box retailing: Subscription services offer new possibilities to*
24 *consumers, major outlets* (Apr. 7, 2014),
[https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-](https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html)
[8d62-419db477a0e6_story.html](https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html).

25 ¹² McKinsey & Company, *Thinking inside the subscription box: New research on e-commerce*
26 *consumers* (Feb. 2018), [https://www.mckinsey.com/industries/technology-media-and-](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0)
27 [telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers#0)
ecommerce-consumers#0.

28 ¹³ *Id.*

1 membership[s].”¹⁴ As these companies have realized, “[t]he real money is in the inertia.”¹⁵ As a
2 result, “[m]any e-commerce sites work with third-party vendors to implement more manipulative
3 designs.”¹⁶ That is, to facilitate consumer inertia, a number of subscription e-commerce companies,
4 including Defendant, “are now taking advantage of subscriptions in order to trick users into signing
5 up for expensive and recurring plans. They do this by intentionally confusing users with the design
6 and flow of their website and apps, *e.g.*, by making promises of ‘free trials’ that convert after only a
7 matter of days, and other misleading tactics,” such as failure to fully disclose the terms of its
8 automatic renewal programs.¹⁷

9 19. To make matters worse, once enrolled in the subscription, “[o]ne of the biggest
10 complaints consumers have about brand/retailers is that it’s often difficult to discontinue a
11 subscription marketing plan.”¹⁸ Moreover, “the rapid growth of subscriptions has created a host of
12 challenges for the economy, far outpacing the government’s ability to scrutinize aggressive
13 marketing practices and ensure that consumers are being treated fairly, consumer advocates say.”¹⁹
14 For instance, numerous companies, including Defendant, have resorted to using “dark patterns” on
15 their e-commerce platforms. A dark pattern is “a user interface carefully crafted to trick users into
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18 ¹⁴ The Washington Post, *Little-box retailing: Subscription services offer new possibilities to*
19 *consumers, major outlets* (Apr. 7, 2014),
20 https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html.

21 ¹⁵ *Id.*

22 ¹⁶ Business Insider, *A new study from Princeton reveals how shopping websites use 'dark patterns'*
23 *to trick you into buying things you didn't actually want* (Jun. 25, 2019),
24 <https://www.businessinsider.com/dark-patterns-online-shopping-princeton-2019-6>.

25 ¹⁷ TechCrunch, *Sneaky subscriptions are plaguing the App Store* (Oct. 15, 2018),
26 <https://techcrunch.com/2018/10/15/sneaky-subscriptions-are-plaguing-the-app-store/>.

27 ¹⁸ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to blame*
28 (June 1, 2021), *supra* (“‘Subscription services are a sneaky wallet drain,’ said Angela Myers, 29, of
Pittsburgh. ‘You keep signing up for things and they make it really hard to cancel.’”); *see also* New
Media and Marketing, *The problem with subscription marketing* (Mar. 17, 2019),
<https://www.newmediaandmarketing.com/the-problem-with-subscription-marketing/>.

¹⁹ *Id.*

1 doing things they might not otherwise do, such as ... signing up for recurring bills.”²⁰ Thus, although
2 “Federal Trade Commission regulators are looking at ways to make it harder for companies to trap
3 consumers into monthly subscriptions that drain their bank accounts[and] attempting to respond to
4 a proliferation of abuses by some companies over the past few years[,]”²¹ widespread utilization of
5 misleading dark patterns and deliberate omissions persist.

6 20. Defendant successfully capitalized on this demand. In fact, Defendant’s growth in
7 revenue and subscriber count with respect to its Subscriptions coincides with a sharp decline in
8 subscriber satisfaction as the Subscriptions and the platforms from which they operate have become
9 riddled with “dark patterns.” Specifically, Defendant has used various types of dark patterns,
10 including but not limited to “Roach Motel,”²² “Misdirection,”²³ and “Forced Continuity,”²⁴ in order
11 to prevent users from canceling their Subscriptions by way of adopting complex cancellation
12 procedures to increase the friction in the subscription cancellation process. Defendant’s utilization
13 of these dark patterns – especially in conjunction with its failure to fully disclose the terms of its
14 automatic-renewal programs (discussed further below) – has led to a reduction in churn rates by
15 making it next to impossible for subscribers to cancel their Subscriptions. It has further led to an

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18 ²⁰ UX Design, *Dark patterns in UX: how designers should be responsible for their actions* (Apr. 15,
19 2018), <https://uxdesign.cc/dark-patterns-in-ux-design-7009a83b233c> (quoting UX designer Harry
20 Brignull (PhD Cognitive Science), who coined the term “Dark Patters” in August 2010).

21 ²¹ The Washington Post, *Everything’s becoming a subscription, and the pandemic is partly to blame*
22 (June 1, 2021), *supra*.

23 ²² “Roach Motel” refers to a “design [that] makes it very easy for [consumers] to get into a certain
24 situation, but then makes it hard for [consumers] to get out of it (e.g. a subscription).”
25 <https://www.darkpatterns.org/types-of-dark-pattern/roach-motel>.

26 ²³ “Misdirection” is a type of dark pattern where a website’s “design purposefully focuses
27 [customers’] attention on one thing in order to distract [them] attention from another.” In many
28 cases, “[w]hat’s deceptive is the way [the website] presents [purchase] options: it uses misdirection
to hide what is actually happening[.]” <https://www.darkpatterns.org/types-of-dark-pattern/misdirection>.

²⁴ One example of “Forced Continuity,” another type of dark pattern, is where customers’ sign up
for a “free trial with a service[that] comes to an end and [their] credit card silently starts getting
charged without any warning. [The subscriber is] are then not given an easy way to cancel the
automatic renewal.” <https://www.darkpatterns.org/types-of-dark-pattern/forced-continuity>.

1 increase in accidental or unintentional sign-ups by consumers for paid Subscriptions, in effect
2 increasing subscriber count and, thus, Defendant’s overall revenues from renewal fees.²⁵

3 21. As discussed below, Defendant has employed a host of dark patterns in its Website
4 and social-media advertisements to lure and deceive millions of consumers into becoming and
5 remaining enrolled in Salud Subscriptions. That is the precise conduct that California’s legislature
6 sought to prevent in enacting California’s Automatic Renewal Law.

7 **B. California’s Automatic Renewal Law**

8 22. In 2010, the California Legislature enacted the Automatic Renewal Law (“ARL”),
9 Cal. Bus. & Prof. Code §§ 17600, *et seq.*, with the intent to “end the practice of ongoing charging
10 of consumer credit or debit cards or third party payment accounts without the consumers’ explicit
11 consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof.
12 Code § 17600 (statement of legislative intent).

13 23. The ARL makes it “unlawful for any business making an automatic renewal or
14 continuous service offer to a consumer in this state to do any of the following:”

15 (1) Fail to present the automatic renewal offer terms or continuous
16 service offer terms in a clear and conspicuous manner before the
17 subscription or purchasing agreement is fulfilled and in visual
18 proximity[] ... to the request for consent to the offer. If the offer also
19 includes a free gift or trial, the offer shall include a clear and
20 conspicuous explanation of the price that will be charged after the trial
21 ends or the manner in which the subscription or purchasing agreement
22 pricing will change upon conclusion of the trial.

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

24 ²⁵ See Gizmodo, *Pervasive ‘Dark Patterns’ Are Fooling People Into Signing Up for Services They*
25 *Don’t Want* (Sep. 15, 2022), <https://gizmodo.com/dark-patterns-ui-cancel-subscription-1849542166>
26 (“As much as you think you have full control of you and your wallet, it’s getting increasingly difficult
27 for anybody using an app or a website to avoid getting suckered into surrendering your money or
28 personal information to misleading or tricky UI design. ... Tech companies and online retailers []
lure users into signing up for subscription services while obscuring costs or charges, then making it
difficult to actually cancel. Some dark patterns include confusing users in dense terms of service to
obscure key limitations of products or junk fees attached to their use.”)

1 continuous service offer terms, including the terms of an automatic
2 renewal offer or continuous service offer that is made at a promotional
or discounted price for a limited period of time.

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

8 Cal. Bus. & Prof. Code § 17602(a)(1)-(3).

9 24. The ARL also requires that, prior to the completion of the initial order for the
10 automatic renewal or continuous service, sellers must explain the price to be charged when the
11 promotion or free trial ends. *See* Cal. Bus. & Prof. Code § 17602(a)(1), *supra*. If the initial offer is
12 at a promotional price that is only for a limited time and will increase later, the seller must obtain
13 consumer consent to the non-discounted price prior to billing. *See id.* Sellers must also notify
14 consumers in the acknowledgment about how to cancel the free trial before they are charged. *See*
15 Cal. Bus. & Prof. Code § 17602(a)(3), *supra*.

16 25. Section 17602(c) of the ARL further provides:

17 A business that makes an automatic renewal offer or continuous
18 service offer **shall provide a toll-free telephone number, electronic
19 mail address**, a postal address if the seller directly bills the consumer,
20 **or it shall provide another cost-effective, timely, and easy-to-use
mechanism for cancellation** that shall be described in the
acknowledgment specified in paragraph (3) of subdivision (a).

21 Cal. Bus. & Prof. Code § 17602(c). (emphasis added).

22 26. Additionally, the ARL also requires e-commerce sellers, doing business in California,
23 to allow online cancellation of auto-renewing memberships or recurring purchases that were initiated
24 online. Specifically, Section 17602(d) provides:

25 [A] business that allows a consumer to accept an automatic renewal or
26 continuous service offer online shall allow a consumer to terminate the
automatic renewal or continuous service ***exclusively online, at will,
27 and without engaging any further steps that obstruct or delay the
28 consumer's ability to terminate the automatic renewal or continuous
service immediately.***

1 Cal. Bus. & Prof. Code § 17602(d)(1) (emphasis added).

2 27. The ARL further specifies that a seller who provides an automatic offer “shall provide
3 a method of termination that is online in the form of either of the following: (A) A prominently
4 located direct link or button which may be located within either a customer account or profile, or
5 within either device or user settings[; or] (B) By an immediately accessible termination email
6 formatted and provided by the business that a consumer can send to the business without additional
7 information.” Cal. Bus. & Prof. Code § 17602(d)(1)(A)-(B).

8 28. Section 17601(a) of the ARL defines the term “Automatic renewal” as a “plan or
9 arrangement in which a paid subscription or purchasing agreement is automatically renewed at the
10 end of a definite term for a subsequent term.” Cal. Bus. & Prof. Code § 17601(a).

11 29. Section 17601 of the ARL defines the term “Automatic renewal offer terms” as “the
12 following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement will
13 continue until the consumer cancels. (2) The description of the cancellation policy that applies to
14 the offer. (3) The recurring charges that will be charged to the consumer’s credit or debit card or
15 payment account with a third party as part of the automatic renewal plan or arrangement, and that
16 the amount of the charge may change, if that is the case, and the amount to which the charge will
17 change, if known. (4) The length of the automatic renewal term or that the service is continuous,
18 unless the length of the term is chosen by the consumer. (5) The minimum purchase obligation, if
19 any.” Cal. Bus. & Prof. Code § 1760, *et seq.*

20 30. The ARL defines “clear and conspicuous” or “clearly and conspicuously” meaning
21 “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text
22 of the same size, or set off from the surrounding text of the same size by symbol ls or other marks,
23 in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code § 17601.

24 31. Finally, Section 17603 of the ARL provides that where a “business sends any goods,
25 wares, merchandise, or products to a consumer, under a continuous service agreement or automatic
26 renewal of a purchase, without first obtaining the consumer’s affirmative consent[,]” the material
27 sent will be deemed “an unconditional gift to the consumer, who may use or dispose of the same in
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1 any manner she or she sees fit without any obligation whatsoever on the consumer’s part to the
2 business[.]” Cal. Bus. & Prof. Code § 17603.

3 32. As alleged below, Defendant’s practices on the Website and its social-media
4 advertisements systematically violate Sections 17602(a)(1), 17602(a)(2), 17602(a)(3), 17602(c), and
5 17602(d) of the ARL.

6 **C. Defendant’s Business: The Subscription Enrollment Process**

7 33. At all relevant times, Defendant offered, via the Website and through social-media
8 advertisements (including on Instagram), nutritional supplements to consumers.

9 34. When a consumer purchases a product from Defendant on its website or through one
10 of its social-media advertisements, Defendant surreptitiously enrolls the consumer in a Salud
11 Subscription that, unbeknownst to the consumer at the time, results in the consumer’s Payment
12 Method being assessed a recurring charge each and every month, in perpetuity (or until canceled by
13 the consumer).

14 35. Defendant’s Salud Subscriptions constitute automatic renewal and/or continuous
15 service plans or arrangements for the purposes of Cal. Bus. & Prof. Code § 17601.

16 36. Regardless of whether a consumer purchases a product from Defendant on its website
17 or through one of its social-media advertisements, the process of making the purchase – and
18 becoming unknowingly enrolled in a Salud Subscription – is substantially the same. Upon navigating
19 the final screen of the checkout process (the “Checkout Page”), consumers are prompted to input
20 their name, address, other contact information, and the details of their chosen Payment Method, and
21 to finally click a giant payment buttons that obscure the other information on the webpage.

22 37. Defendant’s Checkout Page fails to comply with the ARL in numerous respects.

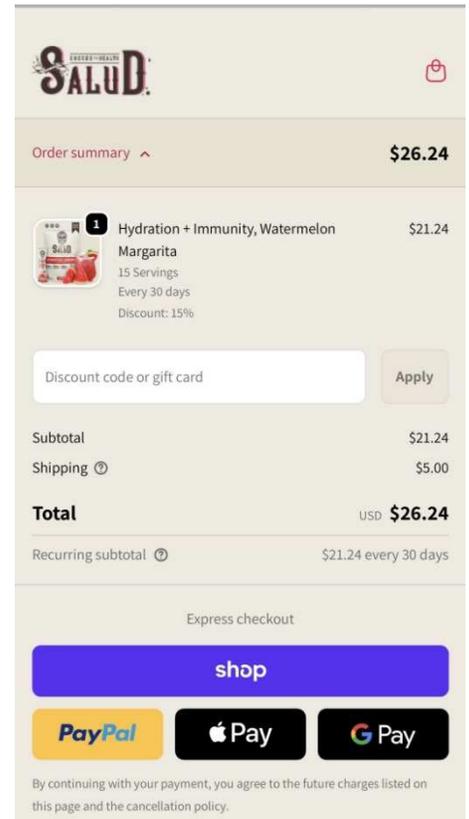
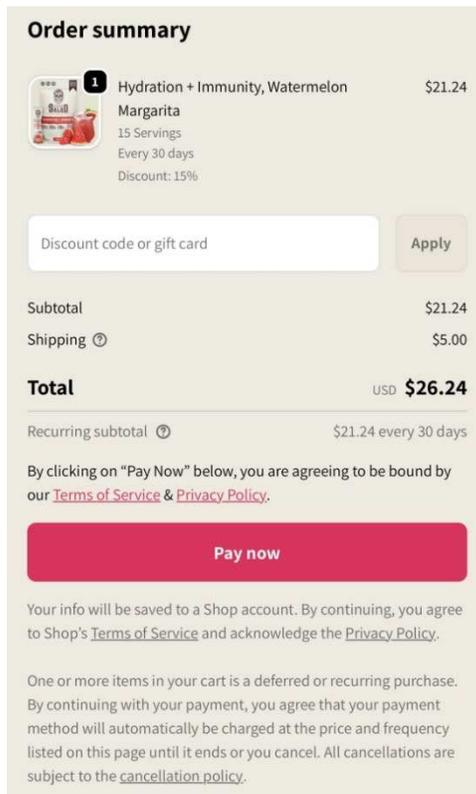
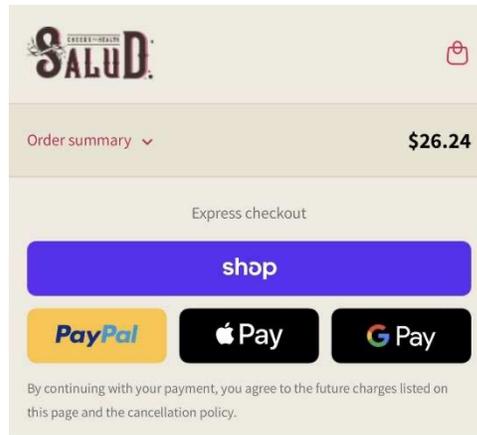
23 38. Prior to enrolling Plaintiff and other Californians in Salud Subscriptions, the ARL
24 required Defendant to “present the automatic renewal offer terms or continuous service offer terms
25 in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and
26 in visual proximity[] ... to the request for consent to the offer.” Cal. Bus. & Prof. Code § 17602(a)(1)
27 (emphasis added). Under the ARL, a “clear and conspicuous” disclosure “means in larger type than
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1 the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size,
2 or set off from the surrounding text of the same size by symbols or other marks, in a manner that
3 clearly calls attention to the language.” Cal. Bus. & Prof. Code §17601(3).

4 39. On the Checkout Page, Defendant failed to present to Plaintiff or any member of the
5 Class the terms of the Salud Subscription in “larger type than the surrounding text, or in contrasting
6 type, font, or color to the surrounding text of the same size, or set off from the surrounding text of
7 the same size by symbols or other marks, in a manner that clearly calls attention to the language.”
8 *See id.* Instead, the only statement provided on the Checkout Page concerning Salud Subscriptions
9 appeared in miniscule, inconspicuous font (much smaller than the surrounding text on the Checkout
10 Page), all the way *above* or *below* the payment buttons that consumers must click to place an order.
11 In fact, the disclosure is completely missing when a consumer opens the drop-down menu to review
12 their order or scrolls down to enter their payment information. The screenshots below show the
13 Checkout Page as it appears when a visitor first arrives, as well as after they open the dropdown
14 menu or scroll down to the credit card payment button:

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40. Moreover, because a consumer navigating through the Checkout Page would have no need to review Defendant’s purported ARL disclosure, there is no reason to believe that any consumer who placed an order on the Checkout Page ever saw the recurring charges statement before placing an order. And even if they did, the disclosure does not unambiguously state that by clicking on any button consumers were agreeing to those terms.

41. Simply put: Defendant failed to “first obtain[[]][any] consumer’s affirmative consent to [any] agreement” with respect to the Salud Subscription, let alone any such agreement “containing

1 the automatic renewal offer terms or continuous service offer terms, including the terms of an
2 automatic renewal offer or continuous service offer that is made at a promotional or discounted price
3 for a limited period of time.” Cal. Bus. & Prof. Code § 17602(a)(2). Indeed, even the purported ARL
4 statement does not provide the exact amount of the recurring charges, the billing frequency, or a full
5 description of the cancellation policy pertaining to the Salud Subscription. For instance, the ARL
6 statement appears to suggest that the Salud Subscription is a recurring plan, without clearly stating
7 that the price does not include shipping costs. The language was, and did, mislead consumers about
8 the true nature of the recurring charges. Similarly, the deadline to cancel the recurring charges and
9 other aspects of the cancellation policy are completely missing.

10 42. Additionally, after enrolling a consumer in a Salud Subscription, the ARL required
11 Defendant to “provide an acknowledgment that includes the automatic renewal offer terms or
12 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
13 manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code § 17602(a)(3).

14 43. After Plaintiff and members of the Class placed orders on the Checkout Page,
15 Defendant sent them each the same pro forma e-mail regarding their purchase (the
16 “Acknowledgment Email”).

17 44. The post-order Acknowledgment Emails that Defendant systematically sent to its
18 customers (including to Plaintiff and all proposed Class members) uniformly failed to include “the
19 automatic renewal offer terms or continuous service offer terms, cancellation policy, and information
20 regarding how to cancel in a manner that is capable of being retained by the consumer,” as required
21 by Cal. Bus. & Prof. Code § 17602(a)(3). Specifically, Defendant’s Acknowledgment Emails failed
22 to adequately disclose: that the Salud Subscription “will continue until the consumer cancels[,]” Cal.
23 Bus. & Prof. Code § 17601(b)(1); a statement of “[t]he recurring charges that will be charged to the
24 consumer’s [Payment Method] as part of the automatic renewal plan or arrangement, and that the
25 amount of the charge may change, [and] if that is the case, and the amount to which the charge will
26 change, Cal. Bus. & Prof. Code § 17601(b)(3); or “[t]he length of the automatic renewal term or
27 that the service is continuous, unless the length of the term is chosen by the consumer[,]” Cal. Bus.
28 & Prof. Code § 17601(b)(4). As with the Checkout Page, disclosures of these required automatic

1 renewal terms are either missing altogether, are deceptively incomplete, objectively inaccurate,
2 and/or are inconspicuously buried in the tiny fine print at the bottom of the Acknowledgment Email.
3 Further, the Acknowledgment Emails fail to provide a toll-free telephone number or describe another
4 cost-effective, timely, and easy-to-use mechanism for cancellation of the Salud Subscriptions, and,
5 in fact, Defendant makes it exceedingly difficult and unnecessarily confusing for consumers to
6 cancel Salud Subscriptions. Accordingly, each of the Acknowledgment Emails that Defendant sent
7 to Plaintiff and Class members violated sections 17602(a)(3), 17602(b), and 17602(c) of the ARL.

8 45. During the time period relevant to this action, the form and content of the
9 Acknowledgment Email sent by Defendant to each member of the putative Class were the same, in
10 all material respects, as the Acknowledgment Email that Defendant sent to Plaintiff.

11 46. In sum, during the relevant time period, Defendant's deficient pre- and post-purchase
12 disclosures to Plaintiff and Class members concerning the Salud Subscriptions were totally non-
13 compliant with the ARL.

14 47. Because Defendant charged Plaintiff's and its other customers' Payment Methods in
15 violation of the ARL, all goods, wares, merchandise, and/or products sent to Plaintiff and Class
16 members upon the automatic renewal of their continuous service agreements are deemed to be
17 "unconditional gifts" pursuant to Cal. Bus. & Prof. Code § 17603.

18 48. As a direct result of Defendant's unlawful conduct described above, Plaintiff and
19 putative Class members have incurred substantial financial injury in the form of all monies
20 withdrawn from their Payment Methods in connection with the Salud Subscriptions in which they
21 were surreptitiously enrolled by Defendant.

22 49. As set forth in further detail below, Plaintiff's claims, which are based on Defendant's
23 failure to comply with the ARL and its use of false discounts and surprise fees constitute "unlawful"
24 conduct under the UCL. Further, because the Salud Subscriptions were, by operation of law,
25 "unconditional gifts" to Plaintiff and putative Class members (*see* Cal. Bus. & Prof. Code § 17603)
26 – and thus Plaintiff and Class members already owned the goods, tools, and benefits of the
27 subscriptions as their personal property at the time Defendant withdrew monies from their Payment
28 Methods as consideration for access to the same, without any legal or contractual authority to do so

1 – Plaintiff’s claims are also based on Defendant’s practice of charging consumers in exchange for
2 unconditional gifts and arise under the “fraudulent” and “unfair” prongs of the UCL. Additionally,
3 Plaintiff brings this action against Defendant for violations of the CLRA and FAL, and conversion,
4 unjust enrichment, negligent misrepresentation, and fraud.

5 **No Adequate Remedy at Law**

6 50. For their equitable relief claims, Plaintiff lacks an adequate remedy at law to address
7 the unfair conduct at issue here. Legal remedies available to Plaintiff and Class are inadequate
8 because they are not equally prompt, certain, and in other ways efficient as equitable relief. Damages
9 are not equally certain as restitution because the standard that governs restitution is different than
10 the standard that governs damages. Hence, the Court may award restitution even if it determines that
11 Plaintiff fails to sufficiently adduce evidence to support an award of damages. Damages and
12 restitution are not the same amount. Unlike damages, restitution is not limited to the amount of
13 money Defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including
14 restitution, entitles Plaintiff to recover all profits from the wrongdoing, even where the original funds
15 taken have grown far greater than the legal rate of interest would recognize. Legal claims for
16 damages are not equally certain as restitution because claims under the FAL and UCL entail fewer
17 elements. In short, significant differences in proof and certainty establish that any potential legal
18 claim cannot serve as an adequate remedy at law.

19 51. Equitable relief is also appropriate because Plaintiff may lack an adequate remedy at
20 law if, for instance, damages resulting from their purchase of the Salud Subscription are determined
21 to be an amount less than the total expenditure in connection with that subscription. Without
22 compensation for the full price of the Salud Subscription, Plaintiff would be left without the parity
23 in purchasing power to which they are entitled.

24 **CLASS ACTION ALLEGATIONS**

25 52. ***Class Definition.*** Plaintiff brings this action on behalf of a class of similarly
26 situated individuals, defined as follows (collectively, the “Class”):
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1 **ARL Class:** All persons in the United States who, within the applicable limitation period,
2 up to and including the date of final judgment in this action, were charged a renewal fee for
3 a Salud Subscription by Defendant.

4 53. Plaintiff reserves the right to amend the definition of the Class if discovery or further
5 investigation reveals that the Class should be expanded or otherwise modified.

6 54. Specifically excluded from the Class are Defendant and any entities in which
7 Defendant has a controlling interest, Defendant’s agents and employees, the judge to whom this
8 action is assigned, members of the judge’s staff, and the judge’s immediate family.

9 55. Plaintiff reserves the right to amend the definition of the Class if discovery or
10 further investigation reveals that the Class should be expanded or otherwise modified.

11 56. **Numerosity.** The Class are so numerous that their individual joinder herein is
12 impracticable. On information and belief, the Class comprise at least millions of consumers. The
13 precise number of the members of the Class and their identities are unknown to Plaintiff at this
14 time but may be determined through discovery. The members of the Class may be notified of the
15 pendency of this action by mail and/or publication through the distribution records of Defendant.

16 57. **Commonality and Predominance.** Common questions of law and fact exist as to
17 all the members of the Class and predominate over questions affecting only individual members.
18 Common legal and factual questions include, but are not limited to: (a) whether Defendant’s Salud
19 Subscriptions constitute “Automatic renewal[s]” within the meaning of Cal. Bus. & Prof. Code §
20 17601(a); (b) whether Defendant failed to present the automatic renewal offer terms, or continuous
21 service offer terms, in a clear and conspicuous manner before the subscription or purchasing
22 agreement was fulfilled and in visual proximity to the request for consent to the offer, in violation
23 of Cal. Bus. & Prof. Code § 17602(a)(1); (c) whether Defendant charged Plaintiff’s and the ARL
24 Class members’ Payment Method for an automatic renewal or continuous service without first
25 obtaining their affirmative consent to the automatic renewal offer terms or continuous service offer
26 terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); (d) whether Defendant failed to
27 provide an acknowledgment that included the automatic renewal or continuous service offer terms,
28 cancellation policy, and information on how to cancel in a manner that is capable of being retained

1 by Plaintiff and the ARL Class members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3); (e)
2 whether the goods and services provided by Defendant are deemed an “unconditional gift” in
3 accordance with Cal. Bus. & Prof. Code § 17603; (f) whether Defendant’s conduct alleged herein
4 violated California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, et seq.,
5 California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, et seq., and/or
6 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, et seq.; (g)
7 whether Defendant’s conduct alleged herein constitutes conversion and/or unjust enrichment; (h)
8 whether Plaintiff and the Class are entitled to damages and/or restitution; (i) whether Defendant
9 should be enjoined from further engaging in the misconduct alleged herein; and (j) whether
10 Plaintiff and the Class are entitled to attorneys’ fees and costs under California Code of Civil
11 Procedure § 1021.5.

12 58. **Typicality.** The claims of Plaintiff are typical of the claims of the ARL Class in that
13 Plaintiff and the ARL Class sustained damages as a result of Defendant’s uniform wrongful
14 conduct, based upon Defendant’s failure to obtain Plaintiff’s and the ARL Class members
15 affirmative consent to the automatic renewal offer terms or continuous service offer terms
16 associated with the Salud Subscriptions before charging their Payment Methods.

17 59. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the members
18 of the Class. Plaintiff has no interests antagonistic to the Class’ interests, and Plaintiff has retained
19 counsel that has considerable experience and success in prosecuting complex class actions and
20 consumer-protection cases.

21 60. **Superiority.** A class action is superior to all other available methods for the fair and
22 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
23 individual actions are economically impractical for members of the Class; the Class are readily
24 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
25 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
26 permits claims to be handled in an orderly and expeditious manner.

27 61. Defendant has acted or failed to act on grounds generally applicable to the Class,
28 thereby making appropriate final injunctive relief with respect to the Class as a whole.

1 78. Plaintiff and the members of the ARL Class are “consumers” within the meaning of
2 Cal. Civil Code § 1761(d) in that Plaintiff and the ARL Class sought or acquired Defendant’s goods
3 and/or services for personal, family, or household purposes.

4 79. Defendant’s selection and/or subscription offers and the other products pertaining
5 thereto are “goods” and/or “services” within the meaning of Cal. Civil Code § 1761(a) and (b). The
6 purchases by Plaintiff and the ARL Class are “transactions” within the meaning of Cal. Civil Code
7 § 1761(e).

8 80. The acts and practices of Defendant as described above were intended to deceive
9 Plaintiff and the ARL Class as described herein, and have resulted, and will result, in damages to
10 Plaintiff and the ARL Class. These actions violated, and continue to violate, the CLRA in at least
11 the following respects: (a) Defendant’s representations and omissions about the nature of the Salud
12 Subscriptions billing, cancellation, automatic payment terms, policies, and requirements conveyed
13 that they have characteristics, uses, and/or benefits, which they do not, in violation of Cal. Civil
14 Code §1770(a)(5); and (b) Defendant’s acts and practices constitute the advertisement of the goods
15 in question without the intent to sell them as advertised, in violation of Cal. Civil Code § 1770(a)(9).

16 81. Plaintiff and the members of the ARL Class suffered economic injury as a direct
17 result of Defendant’s conduct because they were induced to purchase Salud Subscriptions and/or
18 pay renewal fees they would not have otherwise paid. Had Defendant fully and clearly disclosed the
19 terms associated with the Salud Subscriptions, Plaintiff and the members of the ARL Class would
20 not have subscribed to the Salud Subscriptions, or they would have canceled their Salud
21 Subscriptions earlier, *i.e.*, prior to the expiration of the initial subscription period.

22 82. Plaintiff, on behalf of themselves and all other members of the ARL Class, seeks an
23 injunction prohibiting Defendant from continuing its unlawful practices in violation of the CLRA.

24 83. In compliance with the provisions of California Civil Code § 1782, Plaintiff sent
25 written notice to Defendant on December 22, 2025, informing Defendant of their intention to seek
26 damages under California Civil Code § 1750. The letter was sent via certified mail, return receipt
27 requested, advising Defendant that it was in violation of the CLRA and demanding that it cease and
28 desist from such violations and make full restitution by refunding the monies received therefrom.

1 The letter expressly stated that it was sent on behalf of Plaintiff and “all other persons similarly
2 situated.” Accordingly, if Defendant fails to take corrective action within 30 days of receipt of the
3 demand letter, Plaintiff will amend their complaint to include a request for damages as permitted by
4 Civil Code § 1782(d) for Defendant’s violations of the CLRA.

5 **COUNT III**
6 **Violations of California’s Unfair Competition Law (“UCL”),**
7 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
8 **(On behalf of Plaintiff and the ARL Class)**

9 84. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
10 preceding paragraphs as though alleged in this Count.

11 85. Plaintiff brings this claim individually and on behalf of the members of the ARL
12 Class against Defendant.

13 86. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or
14 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any
15 act[.]” Cal. Bus. & Prof. Code § 17200. The UCL allows “a person who has suffered injury in fact
16 and has lost money or property” to prosecute a civil action for violation of the UCL. Cal. Bus. &
17 Prof. Code § 17204. Such a person may bring such an action on behalf of herself or herself and
18 others similarly situated who are affected by the unlawful and/or unfair business practice or act.

19 87. As alleged in detail above, and incorporated herein by reference, Defendant’s
20 deceptive enrollment process and false sales of the Salud Subscriptions violate the UCL’s
21 proscription against engaging in **Unlawful Business Practices** through its violations of the FAL,
22 Cal. Bus. & Prof. Code § 17500, *et seq.*; CLRA, Cal. Civ. Code § 1770, *et seq.*; the ARL, Cal. Bus.
23 & Prof. Code § 17602, *et seq.*; and ROSCA, 15 U.S.C. § 8403, *et seq.*

24 88. As alleged in detail above, Defendant violated the ARL and ROSCA by failing to:
25 (a) provide the auto-renewal terms associated with its Salud Subscriptions “in a clear and
26 conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual
27 proximity[] ... to the request for consent to the offer,” in violation of Cal. Bus. & Prof. Code §
28 17602(a)(1); (b) obtain the affirmative consent of Plaintiff and the Class to those terms before
charging their Payment Methods, in violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (c)

1 provide an acknowledgment that includes the automatic renewal or continuous service offer terms,
2 cancellation policy, and information regarding how to cancel in a manner that is capable of being
3 retained by the consumer, in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3). Defendant also
4 makes it exceedingly difficult and unnecessarily confusing for consumers to cancel their Salud
5 Subscriptions, in violation of Cal. Bus. & Prof. Code § 17602(b).

6 89. Each of these acts and practices constitutes an independent violation of the ARL,
7 ROSCA, the FAL, and CLRA, and thus an independent violation of the UCL.

8 90. Defendant has also violated the UCL's proscription against engaging **in Unfair**
9 **Business Practices**. Defendant's acts, omissions, misrepresentations, practices and non-disclosures
10 as alleged herein also constitute "unfair" business acts and practices within the meaning of Business
11 & Professions Code § 17200, *et seq.* in that Defendant's conduct is substantially injurious to
12 consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the
13 gravity of the conduct outweighs any alleged benefits attributable to such conduct.

14 91. There is no public utility to Defendant's illegal automatic renewal practices and. The
15 gravity of the consequences of Defendant's conduct as described above outweigh any justification,
16 motive, or reason thereof, particularly considering the available legal alternatives for subscriptions
17 in the marketplace. Defendant's illegal auto-renewal and false sales practices only injure healthy
18 competition and harm consumers.

19 92. Plaintiff and the ARL Class could not have reasonably avoided this injury.
20 Defendant's representations and omissions were deceptive to reasonable consumers like Plaintiff
21 and the ARL Class members.

22 93. Defendant also violated established public policy by violating the ARL, FAL, CLRA,
23 and ROSCA. The unfairness of these practices is tethered to the legislatively declared policy from
24 each of those statutes.

25 94. Defendant has also violated the UCL's proscription against engaging **in Deceptive**
26 **Business Practices**. As alleged in detail above, Defendant committed deceptive acts by enrolling
27 consumers in automatically recurring subscriptions in violation of the FAL, CLRA, ARL and
28 ROSCA.

1 and the ARL Class members in the form of payments made by Plaintiff and the ARL Class members
2 for their Salud Subscriptions.

3 103. Pursuant to California Business and Professional Code § 17203, Plaintiff and the
4 ARL Class members seek restitution, attorneys' fees, and all other relief that the Court deems proper.

5 **COUNT IV**
6 **Negligent Misrepresentation**
7 **(On behalf of Plaintiff and the ARL Class)**

8 104. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in
9 all preceding paragraphs of this complaint.

10 105. Plaintiff brings this claim individually and on behalf of the members of the ARL
11 Class against Defendant under the laws of California.

12 106. As discussed above, Defendant made false representations and material omissions of
13 fact to Plaintiff and the ARL Class concerning the Salud Subscriptions' billing, cancellation,
14 automatic payment terms, policies, and requirements.

15 107. These representations were false.

16 108. When Defendant made these misrepresentations and material omissions of fact, it
17 knew or should have known that they were false or misleading. Defendant had no reasonable grounds
18 for believing that these representations were true or that the material omissions were not misleading
19 when made.

20 109. Defendant intended that Plaintiff and ARL Class members rely on these
21 representations and material omissions of fact and Plaintiff reasonably relied on them.

22 110. In addition, class-wide reliance can be inferred because Defendant's
23 misrepresentations and omissions were material, i.e., a reasonable consumer would consider them
24 important in deciding whether to enroll in Defendant's Salud Subscriptions.

25 111. Defendant's misrepresentations and omissions were a substantial factor and
26 proximate cause in causing damages and losses to Plaintiff and the ARL Class members.

27 112. Plaintiff and the members of the ARL Class suffered economic injury as a direct and
28 proximate result of Defendant's conduct because they were induced to purchase Salud Subscriptions
and/or pay renewal fees they would not have otherwise paid. Had Defendant fully and clearly

1 disclosed the terms associated with the Salud Subscriptions, Plaintiff and the members of the ARL
2 Class would not have subscribed to the Salud Subscriptions, or they would have canceled their Salud
3 Subscriptions earlier, *i.e.*, prior to the expiration of the initial subscription period.

4 113. For the negligent misrepresentation claims, Plaintiff seeks all damages available,
5 including expectation damages, punitive damages, and/or damages measured by the price premium
6 charged to Plaintiff and the ARL Class as a result of Defendant's unlawful conduct.

7 **COUNT V**
8 **Intentional Misrepresentation**
9 **(On behalf of Plaintiff and the ARL Class)**

10 114. Plaintiff hereby re-allege and incorporate by reference the allegations contained in all
11 preceding paragraphs of this complaint.

12 115. Plaintiff brings this claim individually and on behalf of the members of the ARL
13 Class against Defendant under the laws of California.

14 116. As discussed above, Defendant made false representations and material omissions of
15 fact to Plaintiff and the ARL Class concerning the Salud Subscriptions' billing, cancellation,
16 automatic payment terms, policies, and requirements.

17 117. These representations and material omissions of fact were false and misleading.

18 118. When Defendant made these misrepresentations and material omissions of fact, it
19 knew that they were false and misleading at the time they were made and/or Defendant acted
20 recklessly in making the misrepresentations and omissions.

21 119. Defendant intended that Plaintiff and the members of the ARL Class members rely
22 on these representations and material omissions of fact and Plaintiff reasonably relied on them.

23 120. In addition, class-wide reliance can be inferred because Defendant's
24 misrepresentations and omissions were material, *i.e.*, a reasonable consumer would consider them
25 important in deciding whether to enroll in Defendant's Salud Subscriptions.

26 121. Defendant's misrepresentations and omissions were a substantial factor and
27 proximate cause in causing damages and losses to Plaintiff and the members of the ARL Class.
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1 129. Plaintiff and the members of the ARL Class seek restitution, and in the alternative,
2 rescission.

3 130. For the quasi-contract/unjust enrichment claims, Plaintiff seek all available equitable
4 relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or
5 measured by the price premium charged to Plaintiff and the members of the ARL Class as a result
6 of Defendant’s unlawful conduct.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
9 judgment against Defendant, as follows:

- 10 a. For an order certifying the Class and naming Plaintiff as a representative of the
- 11 Class and Plaintiff’s attorneys as Class Counsel to represent the Class;
- 12 b. For an order declaring Defendant’s conduct violates the statutes referenced herein;
- 13 c. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- 14 d. For actual, expectation, reliance, compensatory, statutory, and/or punitive damages
- 15 in amounts to be determined by the Court and/or jury;
- 16 e. For prejudgment interest on all amounts awarded;
- 17 f. For rescission, restitution and all other forms of equitable relief;
- 18 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 19 h. For an order awarding Plaintiff and the Class their reasonable attorneys’ fees,
- 20 expenses, and costs of suit.

21 **DEMAND FOR TRIAL BY JURY**

22 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any
23 and all issues in this action so triable as of right.

24 Dated: December 22, 2025

Respectfully submitted,

25
26 By: /s/ Adrian Gucovschi

27 Adrian Gucovschi (SBN 360988)
28 **GUCOVSKI LAW FIRM, PLLC.**

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