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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

Meng Gao, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Crunch Holdings, LLC

Defendant.

Case No. 5:26-cv-01170

CLASS ACTION COMPLAINT

1. Violation of California’s Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et. seq.*
2. Violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et. seq.*
3. Violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*
4. Quasi-Contract – Unjust Enrichment

JURY TRIAL DEMANDED

1 Plaintiff Meng Gao (“Plaintiff”), on behalf of himself and all others similarly situated, files this
2 Class Action Complaint against Crunch Holdings, LLC (“Defendant” or “Crunch Fitness”), and in
3 support states the following:

4 **INTRODUCTION**

5 1. “[T]he price a Californian sees should be the price they pay.”¹ Some businesses, like
6 Crunch Fitness, disregard this straightforward mandate and engage in a deceptive practice called “drip
7 pricing,” where they “advertise only part of a product’s total price to lure in consumers, and do not
8 mention other mandatory charges [i.e., hidden or junk fees] until late in the buying process.”²

9 2. When consumers seek to purchase gym memberships from Defendant, Defendant
10 prominently displays and advertises specific prices for those memberships. However, these advertised
11 prices are materially false and misleading because Defendant imposes a mandatory, undisclosed fee that
12 is not revealed until later stages of the checkout process. Specifically, Defendant charges a mandatory
13 “annual fee” on all memberships, which is not disclosed with the initially advertised price of the
14 membership.

15 3. This practice, commonly referred to as “drip pricing,” involves advertising only a portion
16 of a product’s or service’s total price to attract consumers, then incrementally revealing additional
17 mandatory charges as the consumer progresses through the purchasing process. By the time consumers
18 discover the true total cost, they have already invested time and effort in the transaction and are less
19 likely to abandon the purchase.

20 4. Defendant’s “annual fee” is a quintessential “junk fee” because it is not displayed with
21 the initially advertised price of memberships, but consumers are nonetheless required to pay the fee in
22 order to purchase a membership, which they learn only at the end of the checkout process.

23 5. Defendant’s deceptive fee practices harm consumers in multiple ways: they prevent
24 consumers from accurately comparing prices across competitors; they manipulate consumers into

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26 ¹ California Department of Justice, *SB 478 – Hidden Fees*, available at <https://oag.ca.gov/hiddenfees>
(last visited Feb. 5, 2026).

27 ² *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), 8-9, available at
28 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf (last visited Feb. 5, 2026).

1 paying fees they did not anticipate and did not knowingly agree to pay when relying on the initially
2 advertised price; and they undermine the competitive marketplace by disadvantaging honest businesses
3 that disclose their true prices upfront.

4 6. Plaintiff and the proposed Class have been injured by Defendant’s unlawful, unfair, and
5 deceptive practices. Plaintiff seeks to end these deceptive practices and obtain damages, restitution, and
6 injunctive relief on behalf of all affected consumers.

7 7. Accordingly, Plaintiff brings this action individually, and on behalf of a Class of similarly
8 situated individuals, and asserts the following claims: (I) Violation of California’s Consumer Legal
9 Remedies Act, Civ. Code § 1750 et seq.; (II) Violation of California’s False Advertising Law, Bus. &
10 Prof. Code § 17500 et seq.; (III) Violation of California’s Unfair Competition Law, Bus. & Prof. Code
11 § 17200 et seq.; and (IV) Quasi-Contract – Unjust Enrichment.

12 **PARTIES**

13 15. Plaintiff Meng Gao is a natural person who resides and intends to remain in San Jose,
14 California. At all relevant times, Plaintiff was a citizen of California.

15 16. Defendant Crunch Holdings, LLC is a Delaware limited liability company with its
16 principal place of business in New York, NY. Defendant operates the website at www.crunch.com.

17 **JURISDICTION AND VENUE**

18 8. This Court has jurisdiction over this action under the Class Action Fairness Act of 2005.
19 Pursuant to 28 U.S.C. § 1332(d)(2), this Court has original jurisdiction because the aggregate claims of
20 the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the
21 members of the proposed class is a citizen of a different state than Defendant.

22 9. This Court has personal jurisdiction over Defendant because Defendant conducts
23 substantial business in California, regularly sells goods or services to California consumers, maintains
24 sufficient minimum contacts with California, and otherwise intentionally avails itself of the California
25 market. Defendant’s conduct has caused obligations and liability to arise within this State.

26 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial
27 portion of the events giving rise to lead Plaintiff’s claims occurred in this District.

1 11. Pursuant to Civil L.R. 3-2(c), this matter should be assigned to the Santa Jose Division
2 because a substantial portion of the events giving rise to lead Plaintiff’s claims occurred in Santa Clara
3 County.

4 **FACTUAL ALLEGATIONS**

5 **A. Drip pricing is unfair and illegal**

6 17. Drip pricing is a deceptive pricing technique whereby businesses advertise only a portion
7 of a product’s or service’s total price to attract consumers, then reveal additional mandatory charges
8 incrementally as the consumer proceeds through the purchasing process. These additional charges may
9 include service fees, processing fees, platform fees, convenience fees, or other similarly named
10 mandatory surcharges, such as the “annual fee” in this case.

11 18. The California Legislature has recognized that drip pricing harms consumers by
12 preventing accurate price comparisons across sellers and manipulating consumers into paying fees that
13 are hidden or not disclosed until after the consumer has already committed time to the transaction.

14 19. In 2023, the California Legislature passed Senate Bill 478, which explicitly targets drip
15 pricing practices. The legislation stated that the bill was “intended to specifically prohibit drip pricing,
16 which involves advertising a price that is less than the actual price that a consumer will have to pay for
17 a good or service.”³

18 20. Effective July 1, 2024, Senate Bill 478 amended the Consumer Legal Remedies Act to
19 make drip pricing an enumerated prohibited practice under California Civil Code Section 1770(a)(29).
20 Under this provision, it is unlawful to advertise, display, or offer a price for a good or service that does
21 not include all mandatory fees or charges, with limited exceptions for government-imposed taxes and
22 reasonable postage or carrier charges.

23 21. The Legislature further acknowledged that drip pricing was already prohibited under
24 existing California consumer protection statutes, including the Unfair Competition Law (Business and
25 Professions Code Section 17200, et seq.) and the False Advertising Law (Business and Professions Code
26 Section 17500, et seq.).

27 _____
28 ³ Senate Bill 478, Section 1(a), available at <https://legiscan.com/CA/text/SB478/id/2841136>

1 22. Federal authorities have similarly condemned drip pricing and junk fees. The Federal
2 Trade Commission, for example, has specifically prohibited “bait-and-switch” pricing through the
3 imposition of junk fees in the sale of live-event tickets and short-term lodging.

4 23. Importantly, under California’s drip-pricing law, a business cannot escape liability by
5 generically disclosing that additional fees will be added at checkout. On the California Attorney
6 General’s “Hidden Fees” webpage, the Attorney General’s office provides a series of questions and
7 answers concerning application of SB 478. One question is, “Can a business comply with this law by
8 advertising a price that is less than what a consumer will actually have to pay, but disclosing that
9 additional fees will be added?” In response, the Attorney General’s office states, “No. The price
10 advertised to the consumer must be the full price that the consumer is required to pay.”⁴

11 24. The Attorney General’s office adds, “Put simply, the price a Californian sees should be
12 the price they pay.”⁵

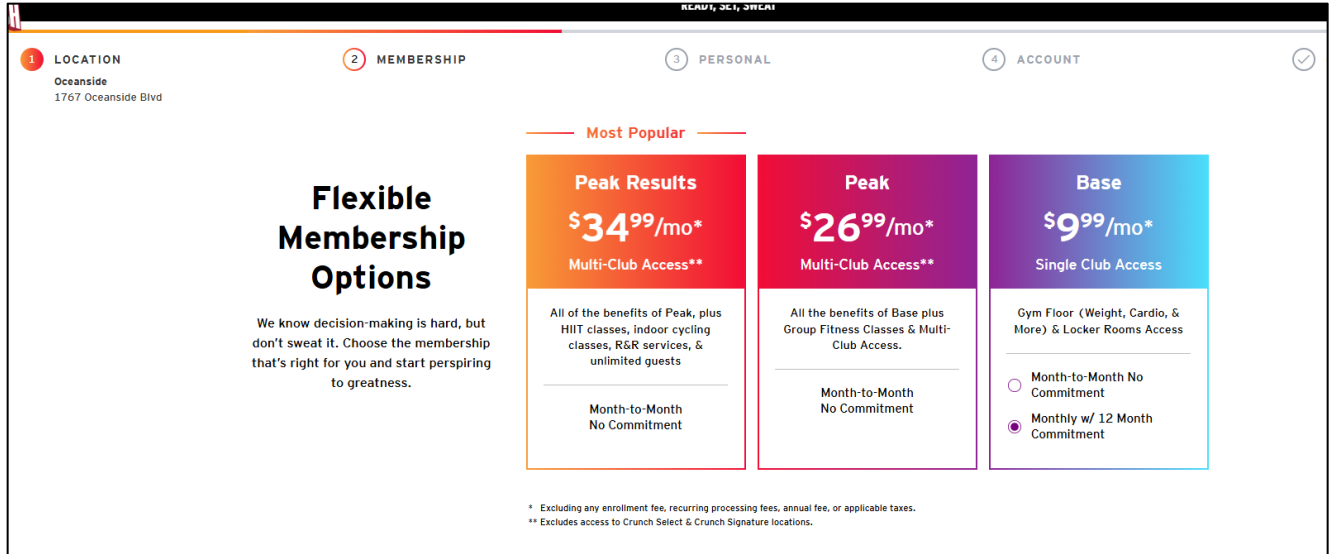
13 **B. Crunch Fitness’s Checkout Process Involves Drip Pricing**

14 25. Crunch Fitness’s advertising and checkout process involves drip pricing and is illegal
15 under California law. Specifically, Crunch Fitness advertises and displays prices for memberships
16 without displaying the amount of a mandatory “annual fee,” which all members must pay in order to
17 signed up for a membership. Crunch Fitness discloses the amount of the “annual fee” only after a
18 consumer has selected their desired membership based on the initially displayed price of the
19 membership.

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27 ⁴ California Department of Justice, *SB 478 – Hidden Fees*, available at <https://oag.ca.gov/hiddenfees>
(last visited Feb. 5, 2026).

28 ⁵ *Id.*

26. For example, a prospective member shopping for a membership is first shown the following screen, which reflects various options for a monthly membership. This initial advertised price is displayed without disclosing the amount of any additional “annual fee.”



27. In small print below the advertised membership prices, Crunch Fitness has only a generic statement that the membership “[e]xclud[es] any enrollment fee, recurring processing fees, annual fee, or applicable taxes.” But nowhere does Crunch Fitness disclose the amount of the annual fee when initially displaying the advertised price of the memberships. As the California Attorney General’s Office has made clear, a business cannot comply with the “law by advertising a price that is less than what a consumer will actually have to pay, but disclosing that additional fees will be added.”

1 28. Even if a consumer scrolls down on the screen to the “Payment Due Today,” section,
 2 Crunch Fitness does not disclose the existence or amount of the annual fee, instead only disclosing the
 3 amount for an “enrollment fee.”

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Member Perks	Peak Results \$34.99/mo*	Peak \$26.99/mo*	Base \$9.99/mo*
CrunchONE Kickoff			
New Member Gift			
Bring a Friend Every Time			
Relax & Recover Services			
HydroMassage®	✓		
Tanning	✓		
Extras			
Personal Training	\$	\$	\$
Crunch+ Streaming Workouts	\$	\$	\$

Payment Due Today			
Enrollment Fee	\$75.00 \$1.00	\$75.00 \$0.00	\$75.00
Initial Monthly Dues	\$34.99 \$0.00	\$26.99	\$9.99
Subtotal	\$109.99 \$1.00	\$101.99 \$26.99	\$84.99
Tax	\$0.00	\$0.00	\$0.00
Total Due Today	\$109.99 \$1.00	\$101.99 \$26.99	\$84.99

HAVE A PROMO CODE? ✓	HAVE A PROMO CODE? ✓	HAVE A PROMO CODE? ✓
Discount available - Verify with ID.me		
SELECT	SELECT	SELECT

20 29. Only after a consumer selects their desired membership are they taken to another screen
 21 where Crunch Fitness adds the annual fee for the first time.

Personal Information

We want to know more about you! Let's get started with the basics.

First Name

Last Name

Email Address

Phone Number

Location

Oceanside [Edit](#)

1767 Oceanside Blvd
Oceanside, CA 92054

STAY UPDATED ON CLUB NEWS!

By checking this box, I consent to receive promotional emails, calls (including prerecorded calls), and automated SMS texts from Crunch and/or its affiliates or agents. I confirm that I am the authorized user of the provided email and phone number.

I understand that my consent is voluntary and not a condition of purchasing any goods or services. I can opt out anytime by unsubscribing from emails or texting STOP to any SMS. Standard message and data rates may apply. Messaging frequency varies. I also agree to the [Terms of Use](#) and consent to the [Privacy Policy](#), including collecting certain location and usage information.

CONTINUE

Membership Summary

Peak [Edit](#)

Monthly Dues

Monthly Fee	\$26.99
Total	\$26.99

Annual Dues

Annual Fee*	\$59.99
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Due Today

Enrollment Fee	\$75.00 \$0.00
Initial Monthly Dues	\$26.99
Subtotal	\$101.99 \$26.99

30. Depending on the membership selected, the annual fee can be as much as six times the cost of the monthly membership itself. For example, a consumer who selects a membership for \$9.99, would have to upwards of \$59.99 for the annual fee.

31. Consumers have no way to decline or opt-out of the annual fee when checking out or purchasing a membership. The annual fee is therefore a “mandatory” fee under California law.

C. Plaintiff Relied on the Advertised Membership Price when Purchasing his Membership

32. In February 2025, Plaintiff went to Crunch Fitness’s website to research memberships. Plaintiff reviewed the membership price that was initially displayed to him on the website, \$14.99, which he relied upon in deciding to select the membership and move forward with the purchase process.

33. Crunch Fitness did not include the amount of the annual fee when initially displaying the membership price to Plaintiff on the website.

1 34. On or about May 17, 2025, after signing up for the membership, Plaintiff was charged
2 an additional \$49.99 as a mandatory annual fee on top of the monthly membership price.

3 35. The price Plaintiff was initially shown for the membership was not the price Crunch
4 Fitness ultimately charged.

5 36. Plaintiff suffered economic injury by paying for an unlawful “junk fee” and thus
6 overpaying for the membership.

7 **CLASS ACTION ALLEGATIONS**

8 37. Plaintiff brings this class action pursuant to Rule 23 of the Federal Rules of Civil
9 Procedure on behalf of following proposed class: all persons who, while in the state of California and
10 within the applicable statute of limitations, purchased a Crunch Fitness membership online and were
11 charged an annual fee or other mandatory fee not displayed with the initially advertised price of the
12 membership (the “Class” and “Class Members”).

13 38. Excluded from the Class are Defendant; officers, directors, and employees of Defendant;
14 any entity in which Defendant has a controlling interest in, is a parent or subsidiary of, or which is
15 otherwise controlled by Defendant; and Defendant’s affiliates, legal representatives, attorneys, heirs,
16 predecessors, successors, and assignees. Also excluded are the Judges and Court personnel in this case
17 and any members of their immediate families.

18 39. Plaintiff reserves the right to modify and/or amend the Class definitions, as necessary.

19 40. All members of the proposed Class are readily identifiable through Defendant’s records.

20 41. All requirements for class certification under Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3)
21 are satisfied.

22 42. **Numerosity and Ascertainability.** The Class Members are so numerous that joinder of
23 all Class Members is impracticable. Plaintiff is informed and believes that the proposed Class includes
24 tens of thousands of people based on public reporting that Crunch Fitness has added approximately one
25 million members within the last few years.⁶ The precise number of the Class Members is unknown to
26 Plaintiff but may be ascertained from Defendant’s records.

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28 ⁶ <https://clubsolutionsmagazine.com/2025/01/crunch-fitness-celebrates-the-3-million-member-mark-and-launches-crunch-3->

1 parties and to the Court. Absent a class action, individual consumers like Plaintiff would find the cost
2 of litigating their claims prohibitively high and would have no effective remedy for monetary relief.

3 **LEGAL CLAIMS**

4 **COUNT I**

5 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**

6 **Cal. Civ. Code § 1750 et. seq.**

7 *(On Behalf of Plaintiff and the Class)*

8 48. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
9 as if fully set forth herein.

10 49. Plaintiff and the Class are “consumers,” as defined by California Civil Code § 1761(d).

11 50. Defendant sells “goods” and “services” as defined by California Civil Code §
12 1761(a)/(b). The membership involved an exchange of money for access to and use of Defendant’s gym
13 equipment and facilities.

14 51. Plaintiff and the Class have engaged in “transactions” with Defendant as defined by
15 California Civil Code § 1761(e).

16 52. As alleged above, Defendant has undertaken unfair or deceptive acts or practices in
17 violation of California’s CLRA, including:

18 a. “Using deceptive representations . . . in connection with goods or services,” §
19 1770(a)(4);

20 b. “Representing that goods or services have . . . characteristics . . . that they do not
21 have,” § 1770(a)(5);

22 c. “Advertising goods or services with intent not to sell them as advertised,” §
23 1770(a)(9); and

24 d. “Advertising, displaying, or offering a price for a good or service that does not
25 include all mandatory fees or charges,” § 1770(a)(29).

26 53. Defendant misrepresented to consumers that they could purchase a membership at the
27 advertised price initially displayed on the website.

1 54. Plaintiff reasonably relied on the price of the membership initially displayed to him on
2 the website. The price of the membership was a substantial factor in Plaintiff's decision to make the
3 purchase.

4 55. Defendant's failure to disclose the amount of the annual fee with the initially displayed
5 price of the membership was material, and class wide reliance may be presumed.

6 56. As a direct and proximate result of Defendant's misconduct, Plaintiff and the Class have
7 suffered and will continue to suffer actual damages, including being charged an annual fee that was not
8 displayed with the initially advertised price of the membership.

9 57. Plaintiff seeks relief for violations of the CLRA in the form of restitution, and/or
10 disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the Class. Restitution is
11 appropriate because it is more certain, prompt, and efficient as compared to damages. Plaintiff reserves
12 the right to amend the Complaint to also seek damages under the CLRA.

13 58. Plaintiff also seeks public injunctive relief enjoining Defendant from (a) continuing to
14 advertise prices of memberships without disclosing all mandatory fees and (b) continuing to charge
15 annual fees to customers who, like Plaintiff, signed up for a membership based on Defendant's deceptive
16 advertising. Defendant's deceptive advertising is ongoing and will continue to harm the public absent a
17 permanent public injunction. Further, Defendant will continue charging annual fees to members of the
18 public who, like Plaintiff, purchased and maintain memberships based on Defendant's deceptive
19 advertising. Injunctive relief is necessary to prevent Defendant from continuing to engage in the
20 unlawful conduct and to prevent future harm to Plaintiff and members of the public, which cannot be
21 achieved through available legal remedies.

22 59. Plaintiff also seeks reasonable attorneys' fees and costs pursuant to Code Civ. P. § 1021.5
23 and/or other applicable law.

24 60. A CLRA venue declaration pursuant to Cal. Civ. Code §1780(d) is attached.
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COUNT II

Violation of California’s False Advertising Law (“FAL”),

Bus. & Prof. Code § 17500, et. seq.

(On Behalf of Plaintiff and the California Class)

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5 61. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
6 as if fully set forth herein.

7 62. The False Advertising Law (“FAL”), codified at Cal. Bus. & Prof. Code section 17500,
8 et seq., prohibits “unfair, deceptive, untrue or misleading advertising[.]”

9 63. The FAL prohibits not only advertising which is false, but also advertising which,
10 although true, is either actually misleading or which has a capacity, likelihood, or tendency to deceive
11 or confuse the public.

12 64. Defendant violated section 17500 when it advertised false prices on its website that did
13 not include all mandatory fees.

14 65. Defendant knowingly advertised a lower price to induce customers to purchase
15 Defendant’s memberships without realizing that the actual price would be higher due to Defendant’s
16 illegal drip pricing practice.

17 66. Plaintiff reasonably relied on the price of the membership initially displayed to him on
18 the website. The price of the membership was a substantial factor in Plaintiff’s decision to make the
19 purchase.

20 67. Defendant’s failure to disclose the amount of the annual fee with the initially displayed
21 price of the membership was material, and class wide reliance may be presumed.

22 68. As a direct and proximate result of Defendant’s misconduct, Plaintiff and the Class have
23 suffered and will continue to suffer actual damages, including being charged an annual fee that was not
24 displayed with the initially advertised price of the membership.

25 69. Plaintiff seeks relief for violations of the FAL in the form of restitution, and/or
26 disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the Class. Restitution is
27 appropriate because it is more certain, prompt, and efficient as compared to damages.

1 70. Plaintiff also seeks public injunctive relief enjoining Defendant from (a) continuing to
2 advertise prices of memberships without disclosing all mandatory fees and (b) continuing to charge
3 annual fees to customers who, like Plaintiff, signed up for a membership based on Defendant’s deceptive
4 advertising. Defendant’s deceptive advertising is ongoing and will continue to harm the public absent a
5 permanent public injunction. Further, Defendant will continue charging annual fees to members of the
6 public who, like Plaintiff, purchased and maintain memberships based on Defendant’s deceptive
7 advertising. Injunctive relief is necessary to prevent Defendant from continuing to engage in the
8 unlawful conduct and to prevent future harm to Plaintiff and members of the public, which cannot be
9 achieved through available legal remedies.

10 71. Plaintiff also seeks reasonable attorneys’ fees and costs pursuant to Code Civ. P. § 1021.5
11 and/or other applicable law.

12 **COUNT III**

13 **Violation of the California Unfair Competition Law**

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

15 *(On Behalf of Plaintiff and the Class)*

16 72. Plaintiff re-alleges and incorporate by reference all other paragraphs in the Complaint as
17 if fully set forth herein.

18 73. The California Unfair Competition Law (“UCL”) prohibits, inter alia, “any unlawful,
19 unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.”⁷

20 74. Plaintiff, Class Members, and Defendant are each a “person” under Cal. Bus. & Prof.
21 Code § 17201.

22 75. The acts, omissions, and conduct of Defendant as alleged herein constitute “business
23 practices” within the meaning of the UCL.

24 76. Defendant’s false and misleading advertising claims violate all three prongs—unlawful,
25 unfair, and fraudulent—of the UCL.

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28 ⁷ CAL. BUS. & PROF. CODE §§ 17200, 17203–04, 17206.

1 77. First, Defendant’s representations and omissions regarding the price of its memberships
2 are unlawful because they are misleading to a reasonable consumer and violate the CLRA and FAL, as
3 alleged herein.

4 78. Second, Defendant’s conduct violates the “unfair” prong of the UCL because
5 Defendant’s representations and omissions regarding the price of memberships are illegal, immoral,
6 unscrupulous, and substantially injurious to consumers, and the negative impact on consumers
7 outweighs any reasons, justifications, or motives for Defendant’s conduct.

8 79. Third, Defendant’s conduct violates the “fraudulent” prong of the UCL because
9 Defendant’s representations and omissions are likely to deceive members of the public.

10 80. Plaintiff reasonably relied on the price of the membership initially displayed to him on
11 the website. The price of the membership was a substantial factor in Plaintiff’s decision to make the
12 purchase.

13 81. Defendant’s failure to disclose the amount of the annual fee with the initially displayed
14 price of the membership was material, and class wide reliance may be presumed.

15 82. As a direct and proximate result of Defendant’s misconduct, Plaintiff and the Class have
16 suffered and will continue to suffer actual damages, including being charged an annual fee that was not
17 displayed with the initially advertised price of the membership.

18 83. Plaintiff seeks relief for violations of the UCL in the form of restitution, and/or
19 disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the Class. Restitution is
20 appropriate because it is more certain, prompt, and efficient as compared to damages.

21 84. Plaintiff also seeks public injunctive relief enjoining Defendant from (a) continuing to
22 advertise prices of memberships without disclosing all mandatory fees and (b) continuing to charge
23 annual fees to customers who, like Plaintiff, signed up for a membership based on Defendant’s deceptive
24 advertising. Defendant’s deceptive advertising is ongoing and will continue to harm the public absent a
25 permanent public injunction. Further, Defendant will continue charging annual fees to members of the
26 public who, like Plaintiff, purchased and maintain memberships based on Defendant’s deceptive
27 advertising. Injunctive relief is necessary to prevent Defendant from continuing to engage in the
28

1 unlawful conduct and to prevent future harm to Plaintiff and members of the public, which cannot be
2 achieved through available legal remedies.

3 85. Plaintiff also seeks reasonable attorneys' fees and costs pursuant to Code Civ. P. § 1021.5
4 and/or other applicable law.

5 **COUNT IV**

6 **Quasi-Contract – Unjust Enrichment**

7 *(On behalf of Plaintiff and the Class)*

8 86. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
9 as if fully set forth herein.

10 87. As alleged above, Defendant's false and deceptive advertising caused Plaintiff and the
11 Class to pay a mandatory, hidden fee on top of the cost of a monthly membership. Defendant knowingly
12 charged the mandatory fees. Defendant's practice therefore caused Plaintiff and the Class to overpay
13 and Defendant to be unjustly enriched by retaining the unlawful fees.

14 88. Defendant has received a direct and unjust benefit at the Plaintiff's and the Class's
15 expense. Accordingly, Plaintiff and the Class seek restitution.

16 **REQUEST FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays for judgment in his favor as follows:

- 18 a. Certification of the Class pursuant to the provisions of Fed. R. Civ. P. 23 and an order
19 that notice be provided to all Class Members;
- 20 b. Designation of Plaintiff as representative of the Class and the undersigned counsel as
21 Class Counsel;
- 22 c. An award of damages in an amount to be determined at trial or by this Court;
- 23 d. Declaring that Defendant's past conduct was unlawful, as alleged herein;
- 24 e. Declaring Defendant's ongoing conduct is unlawful, as alleged herein;
- 25 f. Enjoining Defendant from continuing the unlawful practices described herein, and
26 awarding such injunctive and other equitable relief as the Court deems just and
27 proper;
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- g. Awarding Plaintiff and the Class Members statutory, actual, compensatory, consequential, and nominal damages, as well as restitution and/or disgorgement of profits unlawfully obtained;
- h. Awarding Plaintiff and the Class Members pre-judgment and post-judgment interest;
- i. Awarding Plaintiff and the Class Members reasonable attorneys' fees, costs, and expenses; and
- j. Granting such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, demands a trial by jury of any and all issues in this action so triable of right.

Respectfully submitted,

ZIMMERMAN REED LLP

Dated: February 6, 2026

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