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15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **SAN FRANCISCO DIVISION**

18 PETER CARTER, individually and on  
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 PERFORMANCE GOLF PRODUCTS, LLC  
23 and BLACK FISH MEDIA, LLC,

24 Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**CLASS ACTION**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Peter Carter (“Plaintiff” or “Carter”), individually and on behalf of all others  
2 similarly situated, brings this action against Performance Golf Products, LLC and Black Fish Media,  
3 LLC (collectively “Performance Golf,” “the Company,” or “Defendants”), and alleges on  
4 information and belief, except as to the allegations that pertain to Plaintiff, which are based on  
5 personal knowledge, as follows:

### 6 **INTRODUCTION**

7 1. Plaintiff brings this class action on behalf himself and a class of all persons who  
8 were enrolled into Performance Golf’s automatically renewing “Scratch Club” subscription after  
9 purchasing one of Defendants’ other products, and were then charged on a monthly basis for the  
10 subscription.

11 2. Performance Golf is a golf instruction company that sells instructional services and  
12 tutorial programs, which appear to be one-time purchases. However, consumers are often  
13 unknowingly enrolled into Performance Golf’s automatically renewing “Scratch Club”  
14 subscription when purchasing these products. As a result, consumers end up with unexpected  
15 recurring charges on their credit or debit cards from Performance Golf for months or even years.  
16 As alleged herein, Performance Golf misleads customers about the nature of their purchases, fails  
17 to make customers aware of their enrollment into an automatically renewing subscription or the  
18 recurring charges associated therewith, and fails to obtain their informed consent before charging  
19 them.

20 3. In March 2022, Plaintiff, an amateur golfer determined to improve his game before  
21 a tournament, purchased Performance Golf’s “One Shot Slice Fix,” which he believed to be a  
22 tutorial program subject to a one-time charge. However, unbeknownst to him, his purchase caused  
23 him to be enrolled in Defendants’ automatically renewing Scratch Club subscription. As a result,  
24 Plaintiff was charged \$19 every month when the subscription automatically renewed. These  
25 charges totaled \$817 on his credit card by November 2025. Shocked and confused, he contacted  
26 Performance Golf to inquire about the unexpected and unexplained charges. Performance Golf  
27 agreed to cancel his Scratch Club subscription, but refused to provide a refund to him for all of  
28 recurring charges.



1 11. This Court has personal jurisdiction over Defendants because Defendants conduct  
2 substantial business in this district, and Plaintiff’s claims arise out of Defendants’ business within  
3 the forum.

4 12. Venue properly lies in this district pursuant to 28 U.S.C. § 1391 because Plaintiff  
5 resides within this district, and a substantial part of the events or omissions giving rise to the claim  
6 occurred in this district.

7 **DIVISIONAL ASSIGNMENT**

8 13. Pursuant to Northern District of California Civil Local Rules 3-2(c), 3-2(d), and 3-  
9 5(b), assignment to the San Francisco Division of this district is proper because Plaintiff’s residence  
10 and the place where he purchased Defendants’ product is in San Francisco County, California.

11 **FACTUAL ALLEGATIONS**

12 **Performance Golf’s “Scratch Club”: An Automatically Renewing Subscription**

13 14. Performance Golf is an online golf instruction company that markets and provides  
14 a number of golf-related instructional services and training programs. On its website, Performance  
15 Golf markets an array of instructional services and training programs for golfers of all abilities.  
16 Further, it enables customers to purchase its services and programs on its online portal, which is  
17 accessible through its website.

18 15. These instructional services and training programs include, among others, the “1-  
19 Shot Slice Fix,” which Performance Golf markets on the website as a program that “eliminates your  
20 slice after just ONE shot on the range[.]” Performance Golf states that the One Shot Slice Fix was  
21 developed by the “Legendary Golf Instructor, Hank Haney, Who Coached Tiger Woods” and has  
22 been featured in prestigious publications such as Golf Digest, the New York Times, ESPN, Golf  
23 and Sports Illustrated.

24 16. In addition to its instructional services and training programs such as the One Shot  
25 Slice Fix which are single training programs, Performance Golf offers a comprehensive digital  
26 subscription-based training program called “Scratch Club” that includes, among other features,  
27 access to video lessons, personalized practice plans, and swing analysis.  
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1 17. To purchase the 1-Shot Slice Fix through Performance Golf’s website, customers  
2 must select a button that reads “Yes, Fix My Slice in ONE Shot,” as depicted below:

3  
4 TOTAL VALUE: ~~\$647.00~~  
5 **YOUR PRICE: ONLY \$197**  
6 **HOLIDAY SALE: ONLY \$47**  
(Save 93% today with this limited time special offer)

7  AVAILABLE NOW FOR INSTANT ONLINE ACCESS



9  
10 [Click Here to Lock Into The Counter-Slice Sequence That Eliminates Your  
11 Slice In 5 Minutes Or Less \(Even If You’ve Been Slicing Your Entire Life\)](#)



365-Day 100% Money-Back Guarantee  
And Unconditional Refund Policy



15  
16  
17 *Source: Performance Golf Website (last accessed February 17, 2026).*

18 18. Once customers have elected to purchase the One Shot Slice Fix, Performance  
19 Golf’s website brings them to a confirmation of purchase, where they can enter their credit or debit  
20 card information, along with an Order Summary.

21 19. To finalize the purchase of the One Shot Slice Fix, the Order Summary lists the  
22 purchase of the One Shot Slice Fix at the marketed price. However, unbeknownst to customers who  
23 had only intended to purchase the One Shot Slice Fix, the purchase automatically adds the Scratch  
24 Club, Performance Golf’s digital subscription-based service, which it describes as being free for 14  
25 days before \$29/month, at a cost of \$0.00. The picture below shows what the Order Summary,  
26 described above, looks like:

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ORDER SUMMARY	
One Shot Slice Fix	\$47.00
Scratch Club - 14 Days FREE, then \$29/mo	\$0.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$47.00</b>

I agree to the [terms and conditions](#)

**Complete My Order**

*Source: Performance Golf Website (last accessed February 17, 2026).*

20. Even if the customer were to notice the “14 Days FREE, then \$29/mo” as pictured outside the cost column in the Order Summary above, it is not clear that this listed item, which is shown to have a cost of \$0.00 beyond the order of the One Shot Slice Fix, enrolls the customer into an ongoing and automatically renewing charge each month. This presentation is misleading because it creates an impression that the purchase will impose no charge for the subscription.

21. Far from having no cost as is advertised in the Order Summary, Performance Golf’s surreptitious inclusion of Scratch Club into the purchase of the One Shot Slice Fix coercively imposes ongoing costs of \$29 per month onto customers indefinitely.

**Plaintiff’s Experience with Performance Golf’s Scratch Club Subscription**

22. In March 2022, Plaintiff purchased the “One Shot Slice Fix” training program from Defendants through their website for an advertised price of \$39.00.

23. The advertisements and order flow that Plaintiff saw when he purchased the One Shot Slice Fix were substantially similar to those depicted above.

1           24. At no point during the purchase process did Performance Golf disclose that  
2 Plaintiff's purchase would automatically enroll him into a Scratch Club subscription that would  
3 then automatically renew at a monthly charge.

4           25. At the confirmation page, Performance Golf again failed to disclose any information  
5 about the automatic renewal function of Scratch Club subscription.

6           26. As a result, Plaintiff completed the transaction and paid for the One Shot Slice Fix  
7 without knowing that he would then be enrolled in any subscription, let alone that he would be  
8 charged \$19 per month for the Scratch Club subscription unless he affirmatively canceled it.

9           27. Plaintiff did not realize the recurring charges until November 2025, when he  
10 discovered that two weeks after his purchase of the One Shot Slice Fix, Performance Golf began  
11 billing him \$19 for the Scratch Club subscription (which was apparently the monthly price at the  
12 time Plaintiff had purchased One Shot Slice Fix in 2022), and continued to do so every month after  
13 the subscription automatically renewed without Plaintiff's knowledge or consent. He was shocked  
14 because he was never notified that he had any subscription with Performance Golf at the time.

15           28. In November 2025, Plaintiff reached out to Performance Golf customer support to  
16 inquire about the charges. He was informed that he had been charged \$19 per month from March  
17 29, 2022 through October 28, 2025. Plaintiff informed Defendants that he never agreed to enroll in  
18 any Scratch Club subscription and that he had been completely unaware of the charges.

19           29. By that time, Defendants had already charged him a total of \$817.00 for the  
20 subscription, which had been automatically renewed monthly for forty-three (43) months.

21           30. On November 27, 2025, the Performance Golf representative responded that  
22 Defendants had canceled Plaintiff's Scratch Club subscription, but confirmed that he had been  
23 charged \$19.00 a month for forty-three months pursuant to a subscription that began when he  
24 purchased the One Shot Slice Fix.

25           31. The Performance Golf representative also informed Plaintiff that they had issued  
26 him a \$114.00 refund (just 14% of the amount that Plaintiff had been billed for Scratch Club).

27           32. Throughout the almost four-year period that Performance Golf had been charging  
28 Plaintiff's credit card on a monthly basis, Performance Golf never informed Plaintiff about the

1 recurring charges, nor sought his consent to charge him, or to continue charging him, for the  
2 subscription. Plaintiff was not aware that he had any subscription, or that he was being charged for  
3 any subscription, and he never used the subscription.

4 33. After his interaction with the Performance Golf representative in which he was  
5 offered a miniscule refund, Plaintiff reached out to demand a full refund, which Defendants refused  
6 to provide.

### 7 **Customer Reactions to Performance Golf's Practices**

8 34. As explained above, Performance Golf enrolls customers who purchase an  
9 instructional service or training program into an automatically renewing subscription for Scratch  
10 Club and charges them a monthly fee indefinitely, without customers' informed consent, unless  
11 customers affirmatively cancel the subscription.

12 35. Consequently, unbeknownst to customers like Plaintiff who believed that they had  
13 only purchased the One Shot Slice Fix or similar products (i.e. a one-time training program with a  
14 one-time fee), once they have been enrolled into Scratch Club without their knowledge or consent,  
15 Performance Golf charges them every month until the customer proactively cancels the subscription.  
16 Many customers, like Plaintiff, have been charged by Performance Golf for the subscription for  
17 years without realizing it, or having the opportunity to avail themselves to the services they paid  
18 for, which has resulted in substantial financial injury to the enrichment of Defendants.

19 36. Online complaints illustrate Performance Golf's practice of surreptitiously bundling  
20 Scratch Club with various of its products, including but not limited to the One Shot Slice Fix, and  
21 thereby enrolling customers into the automatically renewing subscription of Scratch Club.

22 37. There are over 800 complaints on the Better Business Bureau's website alone about  
23 Performance Golf, many of which reference the same conduct alleged herein.

24 38. For example, one of the posts on the Better Business Bureau's website from January  
25 2026 states:

26 I purchased a video series for \$47 in August of 2024. This was a one-time purchase.

27 A subscription package for "Scratch Golf" was added to my cart during checkout

28 unbeknownst to me. This was a 14-day trial, that then automatically converted to a

1 \$29 per month charge, which has been billed on my credit card since August of 2024,  
2 as I just learned. I emailed this week to dispute and was offered a \$59 refund, which  
3 doesn't seem commensurate with the \$493 I've been milked for over the last 17  
4 months. Very dishonest practices, and would highly suggest against patronizing.

5 *Source:* [https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-](https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-90564846/complaints)  
6 [90564846/complaints](https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-90564846/complaints) (last visited February 17, 2026).

7 39. Another post on the Better Business Bureau's website from December 2025 states:  
8 I purchased a practice golf club which I saw on Instagram. The club was shipped to  
9 me and I paid for it. I sat through a high pressure sales call to convince me to enroll  
10 in some ridiculous virtual REMOVED or some nonsense that I had no interest in. I  
11 told the representative NO several times. Suddenly I had \$31 monthly charges on  
12 my credit card and then two months after a \$317 charge!!! This is fraud. I never  
13 agreed to purchase any service. I have never watched a video or downloaded an app.  
14 Theft-pure and simple.

15 *Source:* [https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-](https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-90564846/complaints)  
16 [90564846/complaints](https://www.bbb.org/us/fl/fort-lauderdale/profile/golf-lessons/performance-golf-0633-90564846/complaints) (last visited February 17, 2026).

17 40. The widespread nature of Performance Golf's deceptive practices has also been  
18 widely discussed on forums within the golf community. In the comment section of a "My Golf Spy"  
19 forum titled "Performance Golf Scam," multiple comments recount customer experiences with  
20 Performance Golf's subscription enrollment and renewal scheme, with one post from May 1, 2024  
21 stating:

22 Little did I know that when you buy anything from Performance Golf, they  
23 automatically sign you up for a \$30/month subscription to their "Scratch Club"  
24 which includes training content and a constant bombardment of emails. I checked  
25 the Better Business Bureau and there are multiple complaints of people who had  
26 similar experiences to mine. I caught the monthly charge quickly and filed a  
27 complaint w BBB and a dispute with my credit card company. I also sent a  
28 complaint directly to Performance Golf, who defended their practice of adding the

1 stealth subscription. In the end, they did, however, refund my money. I just wanted  
2 to get the word out to folks that if you buy anything from Performance Golf, they  
3 will surreptitiously add their annoying “Scratch Club” subscription and bill your  
4 credit card \$30 per month.”

5 *Source:* <https://forum.mygolfspy.com/topic/64382-performance-golf-scam/> (last visited February  
6 17, 2026).

7 41. Another post under the My Golf Spy forum thread on June 9, 2025 warns others:  
8 Be careful of this company, after you buy anything, they sign you up for unwanted  
9 lessons and go ahead and charge your credit card without permission. Their  
10 customer service sucks as well.

11 *Source:* <https://forum.mygolfspy.com/topic/64382-performance-golf-scam/page/2/> (last  
12 visited February 17, 2026).

13 42. Yet another post, dated August 29, 2024, described Performance Golf’s  
14 subscription as follows:

15 When you purchase the \$249 SF1 Driver, they automatically sign you up to join  
16 their Scratch Club subscription, which is \$29 monthly.

17 *Source:* <https://forum.mygolfspy.com/topic/64382-performance-golf-scam/> (last visited February  
18 17, 2026).

19 43. Performance Golf’s conduct has also been discussed by detailed posts on Reddit’s  
20 “Golf” subreddit page. One post from 2025 titled “WARNING: Performance Golf (Click Stick,  
21 Speed Stick, etc) is a Marketing Scam” warned of Defendants’ practices, in response to which many  
22 comments lamented similar experiences:

23 Warning. Performance Golf (known for Click Stick, Speed Stick, etc.) is a marketing  
24 scam. I got scammed this month...

25 I created an account on their website today and tried to cancel. I cannot cancel  
26 without calling them. I will be calling them on Monday to cancel. It sucks because  
27 the product is actually pretty good. So the warning is: Read the fine print, Use a  
28

1 burner card, burner email address and temp phone number when using their website  
2 to avoid the hassle.

3 TLDR; Bought the Click Stick, got unsolicited lesson/coaching offers, they charged  
4 me \$31 two weeks after my purchase for a “subscription”

5 *Source:*[https://www.reddit.com/r/golf/comments/1hon5e3/warning\\_performance\\_golf\\_click\\_stick\\_speed\\_stick/](https://www.reddit.com/r/golf/comments/1hon5e3/warning_performance_golf_click_stick_speed_stick/) (last visited February 17, 2026)  
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7 44. In another thread on the r/golf subreddit from 2025 titled “Performance Golf  
8 credit card billing scheme,” a poster stated:

9 So I bought a one off video series lesson for a slice shot and wouldn’t you know it,  
10 Performance Golf signed me up for some bogus \$29 a month “club” which I found  
11 out about 7 months later. After calling them out for their ridiculous fine print, they  
12 graciously allowed me a 2 month refund on my membership. Needless to say it’s all  
13 been referred out to my credit card company for dispute, and I will not be doing  
14 business with Performance Golf again. It would be one thing if I actually used the  
15 service or opted in to the club, but to just be signed up for their rebill is a pretty low-  
16 fi way to do business especially in the golf community. I’d stay away if I were you.  
17 Feels pretty scummy and there are more informative videos for free on You Tube  
18 and Facebook. And if you’re a pro doing business with this company I’d reconsider  
19 associating yourself. Not an upstanding way to do business.

20 *Source:*[https://www.reddit.com/r/golf/comments/1n6zjbh/performance\\_golf\\_credit\\_card\\_billing\\_scheme/](https://www.reddit.com/r/golf/comments/1n6zjbh/performance_golf_credit_card_billing_scheme/) (last visited February 17, 2026)  
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22 45. This broadly reported dissatisfaction across the internet regarding Performance  
23 Golf’s subscription practices shows that Defendants were aware of customers’ reactions to their  
24 conduct at all relevant times. Indeed, on the Better Business Bureau website, Performance Golf,  
25 through its official account, responded to many of the complaints.

26 46. Despite knowing that these deceptive practices caused distress to customers,  
27 Defendants did not take any effective measures to ensure customers were made aware that  
28 purchasing an instructional service or tutorial program from Defendants would enroll the customer

1 into a subscription of Scratch Club, or that this subscription would automatically renew indefinitely  
2 unless the customer proactively cancelled it. Nor did Performance Golf change its billing practices  
3 to obtain affirmative consent from customers before it placed monthly charges on their credit or  
4 debit cards.

5 47. Accordingly, Defendants' conduct was motivated by an intent to deceive and entrap  
6 customers into unknowingly signing up for the Scratch Club subscription, such that they could be  
7 charged on an automatically renewing basis indefinitely.

8 48. At all relevant times, Performance Golf failed to disclose or accurately represent the  
9 automatic renewal function of a Scratch Club subscription or its associated recurring charges in a  
10 way that would not deceive a reasonable customer.

### 11 **CLASS ACTION ALLEGATIONS**

12 49. Plaintiff brings this suit as a class action on behalf of himself and all others similarly  
13 situated pursuant to Fed. R. Civ. P. 23. This action may be properly maintained as a class action,  
14 as it satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority  
15 requirements of Fed. R. Civ. P. 23.

16 50. Plaintiff seeks to represent a class of all persons in the United States who were  
17 enrolled into Performance Golf's automatically renewing "Scratch Club" subscription after  
18 purchasing one of Defendants' other products, and were then charged on a monthly basis for the  
19 subscription (the "Class"). Additionally or alternatively, Plaintiff seeks to represent a class of all  
20 persons in California who were enrolled into Performance Golf's automatically renewing "Scratch  
21 Club" subscription after purchasing one of Defendants' other products, and were then charged on  
22 a monthly basis for the subscription (the "California Class") (collectively, the "Classes").

23 51. Upon completion of discovery with respect to scope of the Classes, Plaintiff reserves  
24 the right to amend the class definition. Excluded from the Classes are Defendants, their parents,  
25 their subsidiaries and affiliates, and their directors and officers.

26 52. While the exact number of members cannot be determined, the Classes consists of,  
27 at a minimum, thousands of persons. The members of the Classes are therefore so numerous that  
28

1 joinder of all members is impracticable. The precise number of Class members and their identities  
2 are unknown to Plaintiff at this time but may be determined through discovery.

3 53. There are common questions of law and fact exist as to all members of the Classes  
4 and predominate over any questions affecting only individual members, including but not limited  
5 to:

- 6 a. whether Defendants misrepresented, concealed, omitted, or failed to  
7 adequately disclose that purchasing a product or service provided by  
8 Performance Golf would enroll the purchaser into a Scratch Club  
9 subscription;
- 10 b. whether Defendants misrepresented, concealed, omitted, or failed to  
11 adequately disclose the automatic renewal nature and ongoing charges  
12 associated with the Scratch Club subscription;
- 13 c. whether Defendants' conduct violated the laws cited in the causes of action  
14 herein;
- 15 d. whether Defendants were unjustly enriched by their conduct as alleged  
16 herein;
- 17 e. whether Defendants' conduct damaged members of the Classes and, if so,  
18 the measure of those damages; and
- 19 f. whether all members of the Classes are entitled to seek equitable and/or  
20 injunctive relief from Defendants, and if so, the measure and form of such  
21 relief.

22 54. Plaintiff's claims are typical of the claims of the Classes because Plaintiff and all  
23 Class members have sustained damages arising out of Performance Golf's common course of  
24 conduct as alleged herein.

25 55. Plaintiff will fairly and adequately represent and protect the interests of the other  
26 Class members for purposes of Federal Rule of Civil Procedure 23(a)(4). Plaintiff is committed to  
27 pursuing this action and has retained competent counsel experienced in litigation of this type, and  
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1 class action litigation in particular. Plaintiff has no interests antagonistic to those of other Class  
2 members.

3 56. A class action is superior to other available methods for the fair and efficient  
4 adjudication of this controversy. Since the damages suffered by individual Class members may be  
5 relatively small, the expense and burden of individual litigation make it virtually impossible for the  
6 respective Class members to seek redress for the wrongful conduct alleged. Plaintiff’s counsel,  
7 highly experienced in class action litigation, foresees little difficulty in the management of this case  
8 a class action.

9 **CAUSES OF ACTION**

10 **COUNT I**

11 **Violation of the Florida Deceptive and Unfair Trade Practice Act**

12 **Fla. Stat. § 501.204(1)**

13 *On Behalf of the Class*

14 57. Plaintiff hereby incorporates by reference all allegations made in the previous  
15 paragraphs.

16 58. The FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or  
17 practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”  
18 § 501.204(1).

19 59. Defendants’ conduct, as alleged herein, was likely to deceive a consumer acting  
20 reasonably in the same circumstances, and that conduct caused actual damages to Plaintiff and  
21 members of the Class.

22 60. Plaintiff seeks damages, injunctive relief, other equitable relief, costs, and attorneys’  
23 fees as permitted by Fla. Stat. § 501.211 and § 501.2105.

24 **COUNT II**

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

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

27 *On Behalf of the California Class*

1           61. Plaintiff hereby incorporates by reference all allegations made in the previous  
2 paragraphs.

3           62. Plaintiff asserts this cause of action against Defendants for unlawful, unfair, and  
4 fraudulent business practices; and unfair, deceptive, untrue and misleading advertising, as defined  
5 by the UCL.

6           63. Defendants’ conduct violates the UCL, as the acts and practices of Defendants  
7 constitute a common and continuing course of conduct by means of “unlawful” “unfair” and  
8 “fraudulent” business acts or practices within the meaning of the UCL.

9           64. Defendants’ conduct was **fraudulent** within the meaning of the UCL insofar as  
10 Defendants misrepresented and/or concealed the fact that the purchase of a Performance Golf  
11 product would enroll the purchaser into a subscription that would automatically renew on a monthly  
12 basis and would impose recurring charges as part of the automatic renewal plan until proactively  
13 cancelled.

14           65. Defendants’ conduct is **unlawful**, and thus amounts to unfair competition as set  
15 forth in the UCL, in that it violates, among other things, California Civil Code §§ 1572, 1709 and  
16 1710, California Business & Professions Code § 17500 (the False Advertising Law). Defendants’  
17 conduct also violates the California Business & Professions Code § 17602 (the Automatic Renewal  
18 Law, or “ARL”), pursuant to which:

19           It is unlawful for any business that makes an automatic renewal offer or continuous  
20 service offer to a consumer in this state to do any of the following: (1) Fail to present  
21 the automatic renewal offer terms or continuous service offer terms in a clear and  
22 conspicuous manner before the subscription or purchasing agreement is fulfilled and  
23 in visual proximity, or, in the case of an offer conveyed by voice, in temporal  
24 proximity, to the request for consent to the offer. (2) Charge the consumer’s credit  
25 or debit card, or the consumer’s account with a third party, for an automatic renewal  
26 or continuous service without first obtaining the consumer’s affirmative consent to  
27 the agreement containing the automatic renewal offer terms or continuous service  
28 offer terms, including the terms of an automatic renewal offer or continuous service

1 offer that is made at a promotional or discounted price for a limited period of time.  
2 (3) Fail to provide an acknowledgment that includes the automatic renewal offer  
3 terms or continuous service offer terms, cancellation policy, and information  
4 regarding how to cancel in a manner that is capable of being retained by the  
5 consumer. If the automatic renewal offer or continuous service offer includes a free  
6 gift or trial, the business shall also disclose in the acknowledgment how to cancel,  
7 and allow the consumer to cancel, the automatic renewal or continuous service  
8 before the consumer pays for the goods or services. (4) Fail to obtain the consumer's  
9 express affirmative consent to the automatic renewal or continuous service offer  
10 terms. (5) Include any information in the contract that interferes with, detracts from,  
11 contradicts, or otherwise undermines the ability of consumers to provide their  
12 affirmative consent to the automatic renewal or continuous service. . . . (8) Fail to  
13 provide a consumer with a notice, before confirming the consumer's billing  
14 information and as may be required by subdivision (b), that clearly and  
15 conspicuously states all of the following: (A) That the automatic renewal or  
16 continuous service will automatically renew unless the consumer cancels. (B) The  
17 length and any additional terms of the renewal period. (C) The amount or range of  
18 costs the consumer will be charged and, if applicable, the frequency of those charges  
19 a consumer will incur unless the consumer takes timely steps to prevent or stop those  
20 charges. (D) One or more methods by which a consumer can cancel the automatic  
21 renewal or continuous service. (E) If the notice is sent electronically, the notice shall  
22 include either a link that directs the consumer to the cancellation process, or another  
23 reasonably accessible electronic method that directs the consumer to the  
24 cancellation process if no link exists. (F) Contact information for the business.

25 California Business & Professions Code § 17602.

26 66. Defendants' conduct is unfair, and thus amounts to unfair competition as set forth  
27 in the UCL, in that it is immoral, unethical, oppressive, unscrupulous and substantially injurious to  
28 customers who end up with unexpected, continuous charges that cause financial distress,

1 outweighing any benefits of the conduct; and because it contravenes legislative policy as set forth  
2 in, *inter alia*, the ARL. Thousands of consumers in the nation like Plaintiff have been paying for a  
3 service that they had no knowledge of being enrolled in and, therefore, do not use. Defendants  
4 knowingly placed recurring monthly charges and retained wrongful funds from Plaintiff and  
5 members of the Class. Therefore, Defendants acted with conscious disregard for the rights of  
6 Plaintiff and members of the Class.

7 67. As a direct and proximate cause of Defendants' violations of the UCL, Plaintiff and  
8 the Class suffered an injury in fact and have suffered monetary harm. Defendants, on the other hand,  
9 have been unjustly enriched and should be required to make restitution to Plaintiff and the class  
10 pursuant to Business & Professions Code § 17203.

11 68. Significant differences in proof and certainty establish that any potential legal claim  
12 cannot serve as an adequate remedy at law. Due to these differences in proof and certainty, equitable  
13 relief is appropriate because Plaintiff may lack an adequate remedy at law for damages. Even if  
14 legal remedies may be available, Plaintiff seeks equitable remedies in the alternative to legal  
15 remedies which are as of yet uncertain.

16 69. A constructive trust should be imposed upon all wrongful or inequitable proceeds  
17 received by Defendants traceable to Plaintiff and members of the Class.

### 18 **COUNT III**

#### 19 **Violation of the California Consumers Legal Remedies Act**

20 **Cal. Civ. Code §§ 1750, et seq.**

21 *On Behalf of the California Class*

22 70. Plaintiff hereby incorporates by reference all allegations made in the previous  
23 paragraphs.

24 71. The California CLRA prohibits “unfair or deceptive acts or practices undertaken by  
25 any person in a transaction intended to result or that results in the sale . . . of services to any  
26 consumer,” which include: “Representing that goods or services have sponsorship, approval,  
27 characteristics, ingredients, uses, benefits, or quantities that they do not have . . .” (§ 1770(a)(5));  
28 and/or “Advertising goods or services with intent not to sell them as advertised” (§ 1770(a)(9)).

1           72. Defendants' conduct complained of herein violates Cal. Civ. Code § 1770(a)(5) in  
2 that Defendants misrepresented that Performance Golf products and/or services had the  
3 characteristic of being a one-time purchase, which it in fact they were not. As described above,  
4 when customers purchased what they believed to be a one-time service or program, Performance  
5 Golf enrolled them into an automatically renewing subscription for Scratch Club that it described  
6 as costing \$0.00 in the cost column of the Order Summary. This presentation is misleading because  
7 it creates an impression that the subscription carries no charge, and/or that the subscription would  
8 not automatically renew indefinitely into the future. However, the truth is that after purchase,  
9 Performance Golf automatically enrolled customers into a subscription that renews on a monthly  
10 basis, resulting in repeated and undisclosed charges on the purchaser's credit or debit cards until  
11 the customer takes proactive steps to cancel the subscription.

12           73. Defendants' conduct complained of herein violates Cal. Civ. Code § 1770(a)(9) in  
13 that Defendants' advertising implied that their products and services were one-time purchases,  
14 while Defendants knew and intended that those purchases would result in the enrollment of  
15 customers into a subscription that would automatically renew every month.

16           74. The representations and omissions set forth above are of material facts that a  
17 reasonable consumer would have considered important in deciding whether to purchase a service  
18 from Performance Golf. Plaintiff and class members justifiably relied upon Defendants'  
19 misrepresentations and omissions to their detriment.

20           75. Plaintiff and the other members of the Class have been, and continue to be, injured  
21 as a direct and proximate result of Performance Golf's violations of Cal. Civ. Code § 1770, and are  
22 entitled to seek recovery, as well as to pursue costs and attorneys' fees under § 1780(e).

23           76. Under the requirements of Cal. Civ. Code 1782, Plaintiff will send a CLRA letter to  
24 Defendants. If Defendants fail to rectify these issues within the time period specified therein,  
25 Plaintiff will amend this Complaint, as permitted thereby, to assert claims for additional relief,  
26 including damages and punitive damages pursuant to Cal. Civ. Code § 3294.  
27  
28

1 **COUNT IV**

2 **Unjust Enrichment**

3 *On Behalf of the Class*

4 77. Plaintiff hereby incorporates by reference all allegations made in the previous  
5 paragraphs.

6 78. Through the conduct alleged herein, Performance Golf received and retained  
7 tangible benefits at the expense of Plaintiff and Class members, including monthly payments  
8 pursuant to subscriptions that Performance Golf surreptitiously imposed upon customers without  
9 their knowledge or consent, while failing to disclose that those subscriptions would automatically  
10 renew at a monthly charge.

11 79. Under the principles of public policy and equity, Defendants should not be permitted  
12 to retain the revenue it acquired through its unlawful conduct, *i.e.*, Defendants' automatic  
13 enrollment and renewal subscription scheme. All money, assets, and benefits that Performance Golf  
14 has unjustly received because of their actions rightfully belong to the Class.

15 80. To remedy Defendants' unjust enrichment at the expense of Plaintiff and the Class,  
16 the Court should order Defendants to immediately return Plaintiff's and Class Members' payments  
17 made as a result of Defendants' illicit conduct, and disgorge any amounts received by Defendants  
18 resulting therefrom.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests  
21 that the Court award the following relief, together or in the alternative:

- 22 a. Certify this action as a class action pursuant to Federal Rule of Civil  
23 Procedure 23;
- 24 b. Appoint Plaintiff as representative of the Classes, and designate the  
25 undersigned as Class Counsel;
- 26 c. Declare Defendants' conduct unlawful;
- 27 d. Enjoin Defendants from continuing the unlawful conduct alleged herein;
- 28

- 1 e. Award Plaintiff and the Class damages under common law and/or by statute,  
2 including punitive damages;  
3 f. Grant Plaintiff and the Class payment of the costs of prosecuting this action,  
4 including expert fees and expenses;  
5 g. Grant Plaintiff and the Class payment of reasonable attorneys' fees; and  
6 h. Grant such other equitable relief as the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff and Class Members demand a trial by jury on all triable issues.

9 Dated: March 2, 2026

Respectfully submitted,

10 /s/ Philip M. Black

11 Philip M. Black (SBN 308619)  
12 Samuel Coffin (*pro hac vice* application to be filed)  
13 **WOLF POPPER LLP**  
14 845 Third Avenue  
15 New York, NY 10022  
16 Telephone: (212) 759-4600  
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19 [scoffin@wolfpopper.com](mailto:scoffin@wolfpopper.com)

20 Jared K. Carter (*pro hac vice* application to be filed)  
21 **KINGSBURY LAW PLLC**  
22 70 S. Winooski Ave, #280  
23 Burlington, VT 05401  
24 Telephone: (207) 319-6050  
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26 *Attorneys for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
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)

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)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, LABOR, PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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):
Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2) (Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE SIGNATURE OF ATTORNEY OF RECORD

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

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

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.