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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 LUIS LICEA,

12 Plaintiff,

13 v.

14 SKINESA, INC., a Georgia corporation, d/b/a
WWW.SKINESA.COM,

15 Defendant.
16

Case No.: **26STCV01956**

**COMPLAINT FOR VIOLATION OF THE
AUTOMATIC RENEWAL LAW AND
RELATED CLAIMS**

17 Plaintiff Luis Licea (“Plaintiff”) alleges as follows:

18 **I. NATURE OF ACTION**

19 1. Plaintiff brings this action after purchasing an automatically renewing paid subscription
20 at www.skinesa.com (the “Website”), which caused Plaintiff to incur unlawful charges from Defendant
21 related to an automatic renewal or continuous service. Defendant made unlawful automatic renewal
22 and/or continuous service offers to consumers in California in violation of California’s Automatic
23 Renewal Law (the “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide “clear and
24 conspicuous” disclosures mandated by California law; and (2) failing to provide an acknowledgment to
25 consumers that includes the automatic renewal or continuous service offer terms, the cancellation policy,
26 and information regarding how to cancel in a manner that is capable of being retained by the consumer.
27 The ARL imposed a statutory duty upon Defendant to disclose such information to consumers who
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1 purchased subscriptions from Defendant or entered into continuous service agreements with Defendant.
2 The foregoing violations of the ARL by Defendant likewise constitute violations of California’s
3 Consumers Legal Remedies Act (the “CLRA”), California Civil Code § 1750 *et seq.*, California’s Unfair
4 Competition Law (the “UCL”), California’s False Advertising Law (the “FAL”), California Business &
5 Professions Code § 17500 *et seq.*, and California’s Unfair Competition Law (the “UCL”), California
6 Business & Professions Code § 17200 *et seq.*

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

9 **II. JURISDICTION AND VENUE**

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

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

14 5. Defendant is an online retailer that sells products nationwide and in California.
15 Defendant has substantial contacts with and receives substantial benefits and income from and through
16 the state of California. Defendant made, and continues to make, automatic renewal or continuous service
17 offers to consumers in California. Defendant operates the Website, which markets and sells hydration
18 multiplier products.

19 6. Defendant engaged in intentional acts by operating its Website and making it available
20 to California residents, deceptively advertising its products via its Website to California residents
21 including Plaintiff, expressly aiming its conduct toward California residents by conducting substantial
22 business with residents of the State of California via its Website, and causing economic harm to
23 California residents that Defendant knew would be likely to be suffered in California. Plaintiff is
24 informed and believes and thereon alleges that Defendant generates a minimum of eight percent of its
25 revenues from its Website based upon interactions with Californians, such that the Website “is the
26 equivalent of a physical store in California.” *Thurston v. Fairfield Collectibles of Georgia*, 53 Cal. App.
27 5th 1231, 1235 (2020), *review denied*, No. S264780 (Dec. 9, 2020). Plaintiff is informed and believes
28 and thereon alleges that Defendant sells products to Plaintiff and other California residents as part of its

1 regular course of business. Plaintiff is informed and believes and thereon alleges that Defendant sells
2 thousands of products to California residents each year. Plaintiff is informed and believes and thereon
3 alleges that Defendant exercises at least some level of control over the ultimate distribution of its
4 products sold via its Website to the end consumer including products shipped into California.

5 7. Venue is proper in this County because Defendant is not a resident or citizen of
6 California, such that venue is proper in any county that Plaintiff selects.

7 **III. FACTUAL ALLEGATIONS**

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

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

13 9. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business making an
14 automatic renewal or 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 service offer terms in a clear
16 and conspicuous manner before the subscription or purchasing agreement is fulfilled and in
17 visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the
18 request for consent to the offer.

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

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

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

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

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

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

23 14. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business sends any
24 goods, wares, merchandise, or products to a consumer, under a continuous service agreement or
25 automatic renewal of a purchase, without first obtaining the consumer’s affirmative consent as described
26 in Section 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an
27 unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit
28 without any obligation whatsoever on the consumer’s part to the business, including, but not limited to,

1 bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the
2 business.”

3 **B. Defendant’s Pre-Transaction Violations of the ARL**

4 15. Defendant offers through the Website various subscriptions for products to consumers.
5 Defendant’s offerings constitute an “automatic renewal” because such offerings comprise of plans,
6 arrangements, or provisions of a contract that contains a free-to-pay conversion or in which a paid
7 subscription or purchasing agreement is automatically renewed at the end of a definite term for a
8 subsequent term for the purposes of Cal. Bus. & Prof. Code § 17601(a)(1).

9 16. At relevant times, an example of Defendant’s plan presented on its Website is as follows:
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Eczema-Prone

Psoriasis-Prone

Immune-Balance

Skinesa[®] Skin Probiotic

✓ 30 Servings

★★★★☆ 1145 reviews

Purchase Options

Subscribe and Save **Save 17%** **\$49.00**
each


Free US shipping, cancel or pause anytime, satisfaction
guaranteed.

One Time Purchase **\$59.00**
each

Buying in bulk?

BUY NOW

 **Free Shipping**  **90-Day Money-Back Guarantee**

HSA/FSA eligible  **Save an average of 30%** [LEARN MORE](#)

<https://www.skinesa.com/products/skinesa-skin-probiotic> (last visited Dec. 1, 2025).

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

Shipping method

Enter your shipping address to view available shipping methods.

Payment

All transactions are secure and encrypted.

Credit card VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Card number

Expiration date (MM / YY) Security code

Name on card

Use shipping address as billing address

PayPal PayPal

Remember me

Save my information for a faster checkout

Secure and encrypted shop

Pay now

An item in your cart is a recurring purchase. By continuing, you consent to your payment method being charged at the price and frequency listed until you pause, skip, or cancel.

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



https://www.skinesa.com/checkouts/cn/hWN5wgR9xLKHMxUKN5AIoUio/en-us?_r=AQABEuokhTaDhNNTwpHdds1XN_aMVSFs4WbVhdpr5kctffo&skip_shop_pay=true&checkout_queue_token=A78peotWolD6gyGtEV0IO56ug7tS4UX_mK3m8bUNxjkDRPfJPW2W2CHrWR0PW8c8eJAr4GsqGVpdL1FN1cmD17JKUSXPe-XTVjZF2RoTskDIFd-PuaMttAPpVR-FxZhW5A%3D%3D&shop_pay_checkout_as_guest=true (last visited Dec. 1, 2025).

18. Defendant’s final checkout page presented to consumers violates the ARL. In particular, such page violates Section 17602(a)(1) by failing to describe the “cancellation policy that applies to the

1 offer” as set forth in section 17601(a)(2)(B) via “clear and conspicuous” disclosures in compliance with
2 section 17601(a)(3) by failing to include the automatic renewal offer terms and continuous service offer
3 terms in a “clear and conspicuous” manner, *i.e.*, with “larger type than the surrounding text, or in
4 contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding
5 text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”

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

10 20. Defendant’s textual disclosure statement contains no hyperlinks.

11 21. Other elements on that same checkout webpage are in comparatively larger size such as
12 the “Pay now” button and text that is 16 point type size including a “Payment” heading. Such other
13 elements direct the user’s attention everywhere else besides the Website’s textual disclosure statement
14 on its final checkout page. *Berman v. Freedom Financial Network, LLC*, 30 F.4th 849, 857 (9th Cir.
15 2022) (determining that “comparatively larger font used in all of the surrounding text naturally directs
16 the user’s attention everywhere else”); *Dawson v. Target Corp.*, 2025 WL 1651940, at *3 (N.D. Cal.
17 June 11, 2025) (finding screenflows failed to provide reasonable notice of defendant’s hyperlinked terms
18 and preceding disclaimers because of “overwhelming inconspicuousness created by its small font size
19 and placement that otherwise causes the Terms & Conditions to blend into the screen”); *Strehl v. Guitar*
20 *Center, Inc.*, 2023 WL 9700041, at *7 (C.D. Cal. Nov. 3, 2023) (Kronstadt, J.) (noting that textual
21 disclosure statement on final order flow webpage “is in a smaller font” “relative to” other text on same
22 webpage and “Complete Order” button intended to manifest user’s assent); *Farmer v. Barkbox, Inc.*,
23 2023 WL 8522984, at *2 (C.D. Cal. Oct. 6, 2023) (Sykes, J.) (holding that website design did not satisfy
24 objective reasonableness standard because textual disclosure notice was “printed small” “with other
25 graphics and text more likely to attract the user’s attention”); *Chabolla v. ClassPass, Inc.*, 2023 WL
26 4544598, at *4 n.3 (N.D. Cal. June 22, 2023) (denying motion to compel arbitration in sign-in wrap
27 agreement even where terms were hyperlinked in blue font because “this [color] alone does not make
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1 the text notice of the Terms conspicuous in light of the other deficits identified” such as the tiny font
2 size), *aff’d*, 129 F.4th 1147, 1154 (9th Cir. 2025).

3 22. Although the “cancellations” hyperlink in the footer, if clicked, takes the user to a
4 window that describes a portion of Defendant’s cancellation policy, such window fails to describe such
5 policy sufficiently in a manner that would allow a user to easily cancel the user’s subscription. For
6 example, such window states in relevant part, “If you want to cancel or change your subscription, you
7 can do it at any time. Your order confirmation emails have links to your order. You can manage your
8 subscription from there.” A similarly condensed version of these instructions appears on the “Terms of
9 Service” page of the website: “if you want to cancel your subscription, please log into your account and
10 go to the “Manage Subscription” page on your “My Account“ page.”
11 (<https://www.skinesa.com/policies/terms-of-service>, last visited Dec. 1, 2025)

12 23. In reality, canceling a subscription involves wading through a series of steps and
13 confirming the decision to cancel multiple times.

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

17 25. In short, Defendant fails to properly present consumers with its automatic renewal offers
18 or continuous service offer terms prior to a consumer completing a purchase.

19 **C. Defendant’s Post-Transaction Violations of the ARL**

20 26. Defendant similarly violated the ARL by failing to provide to consumers the post-
21 transaction acknowledgement required by section 17602(a)(3). An example of such post-transaction
22 email from Defendant, which has been redacted for identifying factors only, is as follows:
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Subscription Started

Hi, [REDACTED]

Congratulations! You just took the first step towards healthier skin with less flare ups! Your monthly subscription from Skinesa® will begin shortly.

You may manage your subscription at any time by clicking here:

https://skinesa.myshopify.com/a/loop_subscriptions//customer/8619758878939/subscription/23941251291?sessionToken=ecd4817f964143c9891b3050bcf984ef

Please Note: Do not expect results within the first 30 days!

Based on the 2 successful randomized controlled clinical trials, the best results are achieved after 90 days of daily supplementation.

- 9% achieved success in 30 days.
- 74% achieved success in 60 days.
- 92% achieved success in 90 days.

We are here to help and happy to answer any questions you may have

Please email us at support@skinesa.com

Here's to Clear, Healthy Skin!

*Skinesa provides a subscription service. By subscribing to our service, you have confirmed that you accept our Terms of Service. Your membership will automatically renew on a recurring basis at which time your credit card will be charged automatically for the subscription products, including applicable shipping and handling fees until you cancel your membership. You may cancel your membership at anytime by logging in to your account, selecting Subscriptions, then clicking cancel next to the item.

[Manage Subscription](#)

27. Defendant violates the following sections with its post transaction email to consumers:
- (1) Section 17602(a)(3) by failing to “provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.”

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

2 28. On August 27, 2025, Plaintiff purchased “Skinesa Skin Probiotic” (the “Product”) from
3 Defendant via the Website at a price of \$53.29. On September 26, 2025, Plaintiff’s credit card account
4 was charged by Defendant for \$53.29 for the Product as part of a monthly recurring charge. After
5 discovering such second charge to Plaintiff’s credit card account by Defendant, Plaintiff cancelled the
6 subscription shortly thereafter.

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

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

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

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

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

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

18 33. **Plaintiff currently brings this Complaint as an individual action, but will amend**
19 **this Complaint to assert claims on behalf of a class if Defendant fails to take appropriate action to**
20 **remediate the damage caused by its misconduct prior to the time that Defendant files a responsive**
21 **pleading.**

22 **IV. CLAIMS FOR RELIEF**

23 **FIRST CLAIM FOR RELIEF**

24 **Violation of Consumers Legal Remedies Act**

25 **Cal. Civ. Code § 1750 *et seq.***

26 **(By Plaintiff, on Plaintiff’s own behalf, against All Defendants)**

27 34. Plaintiff incorporates by reference the foregoing paragraphs as if set forth hereinafter.
28

1 35. The CLRA prohibits certain “unfair methods of competition and unfair or deceptive acts
2 or practices” in connection with the sale of goods or services to any consumer. (Cal. Civ. Code §
3 1770(a).)

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

9 37. “Courts have found that violations of the ARL are actionable under CLRA subdivisions
10 (a)(5) and (a)(9).” *Zeller v. Optavia LLC*, 2024 WL 1207461, at *6 (S.D. Cal. Mar. 14, 2024) (Sabraw,
11 C.J.) (citing *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at *4 (C.D. Cal. Oct. 6, 2023) (holding that
12 ARL violation was actionable under subdivision (a)(5)); *Leventhal v. Streamlabs LLC*, 2022 WL
13 17905111, at *4, *6-*7 (N.D. Cal. Dec. 23, 2022) (holding that ARL violation actionable under
14 subdivisions (a)(5) and (9); and *Morrell v. WW Int’l, Inc.*, 551 F. Supp. 3d 173, 182-83 (S.D.N.Y. 2021)
15 (same)). *Zeller* held, “Plaintiffs adequately state claims against Optavia under CLRA subdivisions (a)(5)
16 and (a)(9), Cal. Civ. Code § 1770(a)(5), (9), predicated on Optavia’s violation of the ARL....” *Zeller*,
17 2024 WL 1207461, at *5; *see also Zeichner v. Nord Security Inc.*, 2024 WL 4951261, at *6 (N.D. Cal.
18 Dec. 2, 2024) (holding that allegations of ARL violations plausibly stated a CLRA claim based upon
19 unlawful practices particularly sections 1770(a)(5) and (9)) (“Plaintiff alleges Defendants advertised
20 their product as though it did not automatically renew without consumer consent, when in actuality, the
21 subscription did renew, and Defendants intended as much. These alleged violations of the ARL
22 constitute material omissions by Defendants arising from a statutorily prescribed duty.”); *Price v.*
23 *Synapse Group, Inc.*, 2017 WL 3131700, at *8 (S.D. Cal. July 24, 2017) (“Plaintiffs allege that
24 Defendants advertised discounted magazine subscriptions without adequately disclosing the terms of the
25 automatic renewal features attached to those subscriptions. Put another way, Plaintiffs allege that by not
26 adequately disclosing the automatic renewal features tied to the subscriptions, Defendants represented
27 that the subscriptions had a characteristic they did not have—namely, the absence of an automatic
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1 renewal feature. The Court finds these allegations sufficient to state a claim under § 1770(a)(5).”
2 (denying motion to dismiss CLRA claim under sections 1770(a)(5) and (9)).

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

6 39. “A duty to disclose a material fact can arise if ... it is imposed by statute....” *Zeichner*,
7 2024 WL 4951261, at *6 (quoting *Rattagan v. Uber Techs., Inc.*, 17 Cal. 5th 1, 40 (2024)). Here, the
8 ARL imposed upon Defendant multiple duties to disclose certain material facts. Under the ARL,
9 Defendant owed Plaintiff a statutory duty to present automatic renewal offer terms and continuous
10 service offer terms in a clear and conspicuous manner before fulfilling the subscription or purchasing
11 agreement in visual proximity to the request for consent to the offer under section 17602(a)(1) of the
12 California Business and Professions Code. In addition, under the ARL, Defendant owed Plaintiff a
13 statutory duty to provide an acknowledgment that includes automatic renewal offer terms or continuous
14 service offer terms, cancellation policy, and information regarding how to cancel in a manner that is
15 capable of being retained by the consumer under California Business and Professions Code §
16 17602(a)(3).

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

22 41. In addition, Defendant’s textual disclosure statements on the final order flow screen of
23 its checkout process are misleading because they omit statutorily-required information about
24 Defendant’s cancellation policy, including how to cancel, in a clear and conspicuous manner before the
25 subscription or purchasing agreement is fulfilled and in visual proximity to the request for consent to
26 the offer. In addition, Defendant’s post-transaction acknowledgment is misleading because it omits
27 statutorily-required information about Defendant’s automatic renewal offer terms or continuous service
28 offer terms including Defendant’s cancellation policy and information regarding how to cancel in a

1 manner that is capable of being retained by the consumer in a clear and conspicuous manner. Thus, the
2 automatic-renewal process on the Website and post-transaction acknowledgment create the misleading
3 impression that the amount paid by a consumer is a one-time charge, rather than an automatically
4 recurring monthly charge, and, thus, are unlawful misrepresentations in violation of the CLRA. Put
5 differently, Defendant advertised the Product as though it did not automatically renew without consumer
6 consent even though, in actuality, the subscription to the Product did renew, which is what Defendant
7 intended.

8 42. In doing so, Defendant intentionally misrepresented and concealed material facts from
9 Plaintiff. Said misrepresentations and concealment were done with the intention of deceiving Plaintiff,
10 and depriving Plaintiff of rights and money.

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

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

22 45. Plaintiff has suffered injury in fact and have lost money as a result of Defendant's
23 deceptive, unfair, and unlawful conduct.

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

26 47. Prior to the commencement of this action, Plaintiff sent a letter to Defendant at its
27 principal place of business notifying Defendant of the particular wrongdoing that violates the CLRA
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1 and demanded that Defendant appropriately correct its advertising and/or provide another appropriate
2 remedy of the violations. Defendant has not done so.

3 **SECOND CLAIM FOR RELIEF**

4 **Violation of False Advertising Law**

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

6 **(By Plaintiff, on Plaintiff’s own behalf, against All Defendants)**

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

8 49. Section 17500 of the California Business and Professions Code states in relevant part, “It
9 is unlawful for any person, firm, corporation or association, or any employee thereof with *intent directly*
10 *or indirectly to dispose of* real or *personal property* or to perform services, professional or otherwise,
11 or anything of any nature whatsoever or *to induce the public to enter into any obligation relating*
12 *thereto, to make or disseminate or cause to be made or disseminated before the public in this state*, or
13 to make or disseminate or cause to be made or disseminated from this state before the public in any state,
14 in any newspaper or other publication, or *any advertising device*, or by public outcry or proclamation,
15 or *in any other manner or means whatever, including over the Internet, any statement*, concerning
16 that real or *personal property* or those services, professional or otherwise, or *concerning any*
17 *circumstance or matter of fact connected with the proposed* performance or *disposition thereof, which*
18 *is untrue or misleading, and which is known, or which by the exercise of reasonable care should be*
19 *known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate*
20 *or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent*
21 *not to sell that personal property* or those services, professional or otherwise, *so advertised at the price*
22 *stated therein, or as so advertised.”* (Cal. Bus. & Prof. Code § 17500) (emphasis added).

23 50. By committing the acts alleged in this operative Complaint, Defendant has violated
24 Business and Professions Code §§ 17500 *et seq.* In particular, Defendant’s textual disclosure statements
25 on the final order flow screen of its checkout process are misleading because they omit statutorily-
26 required information about Defendant’s cancellation policy, including how to cancel, in a clear and
27 conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity
28 to the request for consent to the offer. In addition, Defendant’s post-transaction acknowledgment is

1 misleading because it omits statutorily-required information about Defendant’s automatic renewal offer
2 terms or continuous service offer terms including Defendant’s cancellation policy and information
3 regarding how to cancel in a manner that is capable of being retained by the consumer in a clear and
4 conspicuous manner.

5 51. As a direct and proximate result of Defendant’s misleading order flow screens on its
6 Website and misleading post-transaction acknowledgment, which contain omissions prohibited by the
7 ARL, Plaintiff has suffered injury in fact and have lost money.

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

12 **THIRD CLAIM FOR RELIEF**

13 **Violation of Unfair Competition Law**

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

15 **(By Plaintiff, on Plaintiff’s own behalf, against All Defendants)**

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

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

23 55. Defendant committed unlawful business acts or practices as defined by the UCL by
24 violating sections 17601 and 17602 of the California Business and Professions Code.

25 56. As a direct and proximate result of Defendant’s deceptive, unfair, and unlawful acts or
26 practices described herein, including its misleading and incomplete order flow screens on its Website
27 and misleading and incomplete post-transaction acknowledgment, Plaintiff has suffered injury in fact
28 and have lost money.

