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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10  
11 LUIS LICEA,  
12 Plaintiff,  
13 v.  
14 SOAPPLY & CO., a Delaware limited liability  
company, d/b/a WWW.SOAPPLYBOX.COM,  
15 Defendant.  
16

Case No.: **26STCV03402**  
**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.soapplybox.com](http://www.soapplybox.com) (the “Website”), which caused Plaintiff to incur unlawful charges from  
21 Defendant related to an automatic renewal or continuous service. Defendant made unlawful automatic  
22 renewal and/or continuous service offers to consumers in California in violation of California’s  
23 Automatic Renewal Law (the “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide  
24 “clear and conspicuous” disclosures mandated by California law; and (2) failing to provide an  
25 acknowledgment to consumers that includes the automatic renewal or continuous service offer terms,  
26 the cancellation policy, and information regarding how to cancel in a manner that is capable of being  
27 retained by the consumer. The ARL imposed a statutory duty upon Defendant to disclose such  
28

1 information to consumers who purchased subscriptions from Defendant or entered into continuous  
2 service agreements with Defendant. The foregoing violations of the ARL by Defendant likewise  
3 constitute violations of California’s Consumers Legal Remedies Act (the “CLRA”), California Civil  
4 Code § 1750 *et seq*, California’s Unfair Competition Law (the “UCL”), California’s False Advertising  
5 Law (the “FAL”), California Business & Professions Code § 17500 *et seq.*, and California’s Unfair  
6 Competition Law (the “UCL”), California 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 limited  
12 liability company incorporated under the laws of the State of New York having its principal place of  
13 business in the State of New York.

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 soap and  
18 related 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).”

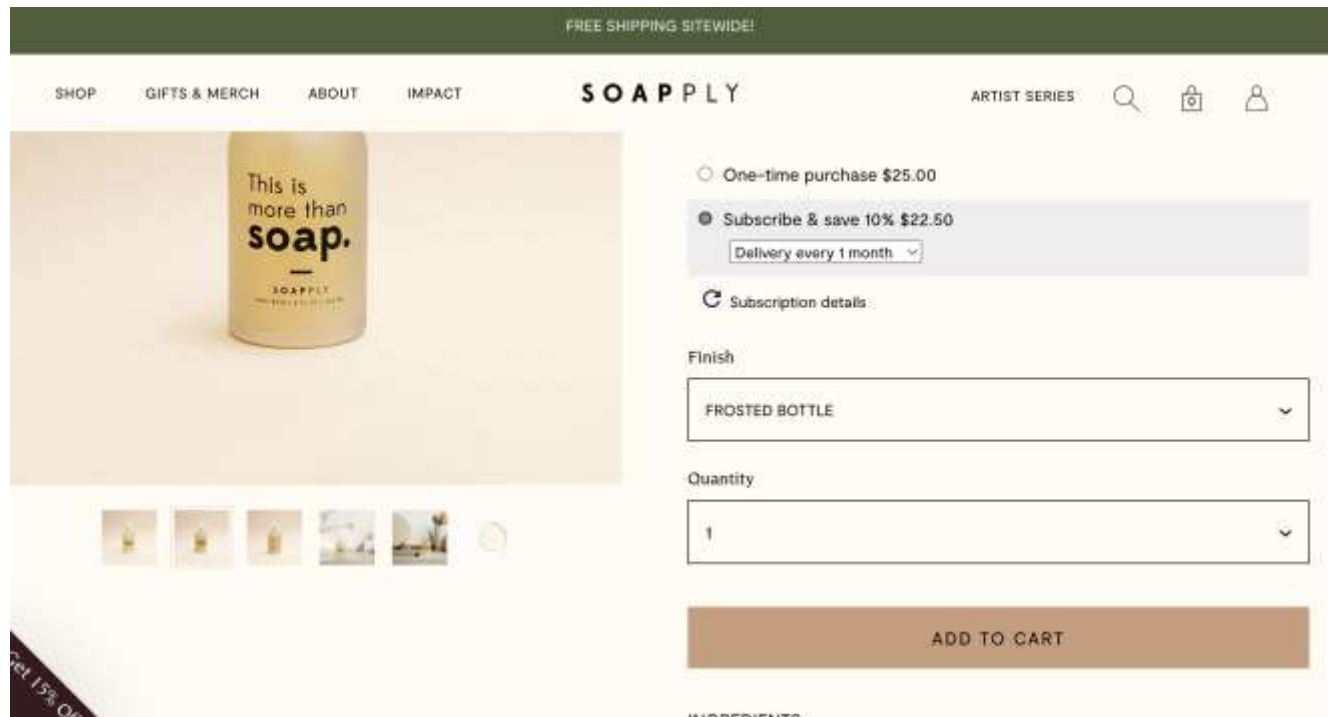
23           14.     Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business sends any  
24 goods, wares, merchandise, or products to a consumer, under a continuous service agreement or  
25 automatic renewal of a purchase, without first obtaining the consumer’s affirmative consent 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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22 <https://soapplybox.com/collections/shop-all/products/liquid-hand-wash> (last visited Jan. 1, 2026).

23 17. At relevant times, Defendant’s final checkout page in its order flow process is presented  
24 on its Website as follows:  
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27  
28

1 First name Last name

2 Company (optional)

3 Address

4 Apartment, suite, etc. (optional)

5 City State California ZIP code

6 Phone (optional)

8 **Pay now**

9 One or more items in your cart is a deferred or recurring purchase. By  
 10 continuing with your payment, you agree that your payment method will  
 11 automatically be charged at the price and frequency listed on this page until it  
 12 ends or you cancel. All cancellations are subject to the [cancellation policy](#).

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

12 **1** Liquid Hand Wash \$22.50  
 FROSTED BOTTLE  
 Delivery every 1 month

Discount code or gift card Apply

Subtotal \$22.50  
 Shipping FREE

**Total** USD **\$22.50**

Recurring subtotal \$22.50 every month

16 [https://soapplybox.com/checkouts/cn/hWN77KCcYRBCInkG8MhMEFRi/en-us?\\_r=AQABMFvT9APFB0y60hO1hWU4JPYF7CGFOydd27jpwcs6Dh0&skip\\_shop\\_pay=true&checkout\\_queue\\_token=Az-cejun2S5hLiyIvb3QHpmvHGG1gfUqMSj5TnP9h-IEjoshyJTD6jGTPBZWHlrLnF1KGdI9RWaQzOvuZlcbL8gACtl8NcYSVRIYXUrMUGg6AeQrMjckVW4VWakOSI0%3D&shop\\_pay\\_checkout\\_as\\_guest=true](https://soapplybox.com/checkouts/cn/hWN77KCcYRBCInkG8MhMEFRi/en-us?_r=AQABMFvT9APFB0y60hO1hWU4JPYF7CGFOydd27jpwcs6Dh0&skip_shop_pay=true&checkout_queue_token=Az-cejun2S5hLiyIvb3QHpmvHGG1gfUqMSj5TnP9h-IEjoshyJTD6jGTPBZWHlrLnF1KGdI9RWaQzOvuZlcbL8gACtl8NcYSVRIYXUrMUGg6AeQrMjckVW4VWakOSI0%3D&shop_pay_checkout_as_guest=true) (last visited Jan. 1, 2026).

21 18. Defendant’s final checkout page presented to consumers violates the ARL. In particular,  
 22 such page violates Section 17602(a)(1) by failing to describe the “cancellation policy that applies to the  
 23 offer” as set forth in section 17601(a)(2)(B) via “clear and conspicuous” disclosures in compliance with  
 24 section 17601(a)(3) by failing to include the automatic renewal offer terms and continuous service offer  
 25 terms in a “clear and conspicuous” manner, *i.e.*, with “larger type than the surrounding text, or in  
 26 contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding  
 27 text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”  
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1           19.     Although Defendant’s checkout page sets forth its purported automatic renewal offer  
2 terms and continuous service offer terms below a large “Payment” header, Plaintiff’s investigation has  
3 determined that such textual disclosure statements are in a comparatively small 10.5 point type size in  
4 the System UI font in a gray color against a beige background.

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

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

1           22.     Although the “cancellation policy” hyperlink, if clicked, takes the user to a window that  
2 describes a portion of Defendant’s cancellation policy, such window fails to describe such policy  
3 sufficiently in a manner that would allow a user to easily cancel the user’s subscription. For example,  
4 such window states in relevant part, “If you want to cancel or change your subscription, you can do it at  
5 any time. Your order confirmation emails have links to your order. You can manage your subscription  
6 from there.” Defendant’s FAQ portion of the website says:

7           “You can modify your subscription in your [customer account](#). **Please make sure any edits are**  
8 **made at least 24 hours before your next renewal date to ensure changes are applied to your**  
9 **next shipment. Changes made after your order renews will not be applied until**  
10 **your following renewal.”**

11 (emphasis theirs, <https://soapplybox.com/pages/faq>, last visited Jan. 1, 2026)

12           23.     In actuality, cancelling requires consumers to wade through a series of steps and confirm  
13 their decision to cancel the subscription multiple times before actually completing the cancellation.

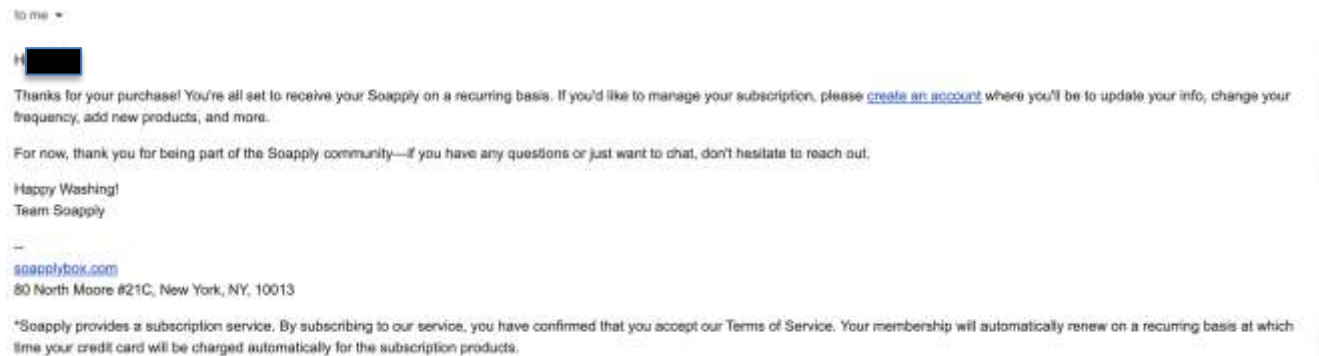
14           24.     The foregoing irrefutably demonstrates that the “cancellation policy” hyperlink below  
15 the large “Pay now” button is missing critical information regarding how users can cancel their  
16 subscriptions via the Website.

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.

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

2 26. Defendant similarly violated the ARL by failing to provide to consumers the post-  
3 transaction acknowledgement required by section 17602(a)(3). An excerpt of such post-transaction  
4 email from Defendant, which has been redacted regarding identifying factors only, is as follows:



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14 27. Defendant violates the following sections with its post transaction email to consumers:

- 15 (1) Section 17602(a)(3) by failing to “provide an acknowledgment that includes the  
16 automatic renewal or continuous service offer terms, cancellation policy, and  
17 information regarding how to cancel in a manner that is capable of being  
18 retained by the consumer.”

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

20 28. On August 27, 2025, Plaintiff purchased “Liquid Hand Wash” (the “Product”) from  
21 Defendant via the Website at a price of \$22.50. On October 15, 2025, Plaintiff’s credit card account  
22 was charged by Defendant for \$22.50 for the Product as part of a recurring charge. After discovering  
23 such second charge to Plaintiff’s credit card account by Defendant, Plaintiff cancelled the subscription  
24 shortly thereafter.

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

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

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

22 31. For example, Plaintiff’s claims under the UCL and FAL (equitable claims seeking  
23 restitution) are predicated on specific statutory provisions under the ARL, which prohibit the failure to  
24 include certain clear and conspicuous disclosures about automatic renewal offer terms including  
25 cancellation policy before and after a transaction for such purchase occurs. (Cal. Bus. & Prof. Code §  
26 17602(a)(1) & (3).) Plaintiff may be able to prove these more straightforward factual elements, and thus  
27 prevail under the UCL and FAL, while not being able to prove one or more elements of Plaintiff’s legal  
28 claim under the CLRA seeking damages governed by the reasonable consumer test.



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

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

23 39. “A duty to disclose a material fact can arise if ... it is imposed by statute....” *Zeichner*,  
24 2024 WL 4951261, at \*6 (quoting *Rattagan v. Uber Techs., Inc.*, 17 Cal. 5th 1, 40 (2024)). Here, the  
25 ARL imposed upon Defendant multiple duties to disclose certain material facts. Under the ARL,  
26 Defendant owed Plaintiff a statutory duty to present automatic renewal offer terms and continuous  
27 service offer terms in a clear and conspicuous manner before fulfilling the subscription or purchasing  
28 agreement in visual proximity to the request for consent to the offer under section 17602(a)(1) of the

1 California Business and Professions Code. In addition, under the ARL, Defendant owed Plaintiff a  
2 statutory duty to provide an acknowledgment that includes automatic renewal offer terms or continuous  
3 service offer terms, cancellation policy, and information regarding how to cancel in a manner that is  
4 capable of being retained by the consumer under California Business and Professions Code §  
5 17602(a)(3).

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

11 41. In addition, Defendant's textual disclosure statements on the final order flow screen of  
12 its checkout process are misleading because they omit statutorily-required information about  
13 Defendant's cancellation policy, including how to cancel, in a clear and conspicuous manner before the  
14 subscription or purchasing agreement is fulfilled and in visual proximity to the request for consent to  
15 the offer. In addition, Defendant's post-transaction acknowledgment is misleading because it omits  
16 statutorily-required information about Defendant's automatic renewal offer terms or continuous service  
17 offer terms including Defendant's cancellation policy and information regarding how to cancel in a  
18 manner that is capable of being retained by the consumer in a clear and conspicuous manner. Thus, the  
19 automatic-renewal process on the Website and post-transaction acknowledgment create the misleading  
20 impression that the amount paid by a consumer is a one-time charge, rather than an automatically  
21 recurring monthly charge, and, thus, are unlawful misrepresentations in violation of the CLRA. Put  
22 differently, Defendant advertised the Product as though it did not automatically renew without consumer  
23 consent even though, in actuality, the subscription to the Product did renew, which is what Defendant  
24 intended.

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



1 *thereto, to make or disseminate or cause to be made or disseminated before the public in this state*, or  
2 to make or disseminate or cause to be made or disseminated from this state before the public in any state,  
3 in any newspaper or other publication, or *any advertising device*, or by public outcry or proclamation,  
4 or *in any other manner or means whatever, including over the Internet, any statement*, concerning  
5 that real or *personal property* or those services, professional or otherwise, or *concerning any*  
6 *circumstance or matter of fact connected with the proposed* performance or *disposition thereof, which*  
7 *is untrue or misleading, and which is known, or which by the exercise of reasonable care should be*  
8 *known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate*  
9 *or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent*  
10 *not to sell that personal property* or those services, professional or otherwise, *so advertised at the price*  
11 *stated therein, or as so advertised.*” (Cal. Bus. & Prof. Code § 17500) (emphasis added).

12 50. By committing the acts alleged in this operative Complaint, Defendant has violated  
13 Business and Professions Code §§ 17500 *et seq.* In particular, Defendant’s textual disclosure statements  
14 on the final order flow screen of its checkout process are misleading because they omit statutorily-  
15 required information about Defendant’s cancellation policy, including how to cancel, in a clear and  
16 conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity  
17 to the request for consent to the offer. In addition, Defendant’s post-transaction acknowledgment is  
18 misleading because it omits statutorily-required information about Defendant’s automatic renewal offer  
19 terms or continuous service offer terms including Defendant’s cancellation policy and information  
20 regarding how to cancel in a manner that is capable of being retained by the consumer in a clear and  
21 conspicuous manner.

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

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

1 **THIRD CLAIM FOR RELIEF**

2 **Violation of Unfair Competition Law**

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

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

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

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

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

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

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

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

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- 28 a. For all available declaratory, legal, and equitable relief including injunctive relief;

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- b. For statutory damages;
- c. For punitive damages;
- d. For attorneys' fees and costs as allowed by law; and
- e. For any and all other relief at law or equity that may be appropriate.

Dated: February 2, 2026

PACIFIC TRIAL ATTORNEYS, APC

By:   
\_\_\_\_\_  
Scott J. Ferrell  
Attorneys for Plaintiff