

1 PACIFIC TRIAL ATTORNEYS  
 A Professional Corporation  
 2 Scott J. Ferrell, Bar No. 202091  
 sferrell@pacifictrialattorneys.com  
 3 Victoria C. Knowles, Bar No. 277231  
 vknowles@pacifictrialattorneys.com  
 4 4100 Newport Place Drive, Ste. 800  
 Newport Beach, CA 92660  
 5 Tel: (949) 706-6464  
 Fax: (949) 706-6469  
 6

Attorneys for Plaintiff and the Proposed Class

7  
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 9 **FOR THE COUNTY OF SAN DIEGO**  
 10

11 MONICA SANCHEZ, individually and on behalf  
 of all others similarly situated,

Plaintiff,

v.

12  
 13  
 14  
 15 FOR WELLNESS LABS, INC., a Delaware  
 corporation, d/b/a  
 WWW.FORWELLNESS.COM,

Defendant.

Case No.:

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

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 17  
 18 Plaintiff Monica Sanchez (“Plaintiff”) alleges as follows:

19 **I. NATURE OF ACTION**

20 1. Plaintiff brings this action after purchasing an automatically renewing paid subscription  
 21 at [www.forwellness.com](http://www.forwellness.com) (the “Website”), which caused Plaintiff to incur unlawful charges from  
 22 Defendant related to an automatic renewal or continuous service. Defendant made unlawful automatic  
 23 renewal and/or continuous service offers to consumers in California in violation of California’s  
 24 Automatic Renewal Law (the “ARL”), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide  
 25 “clear and conspicuous” disclosures mandated by California law; and (2) failing to provide an  
 26 acknowledgment to consumers that includes the automatic renewal or continuous service offer terms,  
 27  
 28

1 the cancellation policy, and information regarding how to cancel in a manner that is capable of being  
2 retained by the consumer.

3 **II. JURISDICTION AND VENUE**

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

5 3. Defendant is an online retailer that sells products nationwide and in California.  
6 Defendant has substantial contacts with and receives substantial benefits and income from and through  
7 the state of California. Defendant made, and continues to make, automatic renewal or continuous service  
8 offers to consumers in California. Defendant operates the Website, which markets and sells wellness  
9 and workout supplements.

10 4. Venue is proper in this County because many class members were injured in this County.

11 **III. FACTUAL ALLEGATIONS**

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

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

17 6. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business making an  
18 automatic renewal or continuous service offer to a consumer in this state to do any of the following:

19 (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear  
20 and conspicuous manner before the subscription or purchasing agreement is fulfilled and in  
21 visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the  
22 request for consent to the offer.

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

27 (3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service  
28 offer terms, cancellation policy, and information regarding how to cancel in a manner that is

1 capable of being retained by the consumer. If the offer includes a free trial, the business shall  
2 also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the  
3 consumer pays for the goods or services.

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

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

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

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

26 11. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business sends any  
27 goods, wares, merchandise, or products to a consumer, under a continuous service agreement or  
28 automatic renewal of a purchase, without first obtaining the consumer’s affirmative consent as described

1 in Section 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an  
2 unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit  
3 without any obligation whatsoever on the consumer’s part to the business, including, but not limited to,  
4 bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the  
5 business.”

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

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

12 13. At relevant times, an example of Defendant’s plan presented on its Website is as follows:  
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[Read More](#)

**Choose Your Gummies:**

**90 Gummies**  
1 Month Supply

**30 Gummies**  
Sample Pack

**Choose Your Offer:**

**Subscribe & Save 25%**

**Single Subscription** **\$33.75** ~~\$44.99~~  
\$1.12 Per Serving

- ✓ 90 Gummies Shipped Monthly
- ✓ Cancel Anytime Online
- ✓ 90-Day Money Back Guarantee
- ✓ FREE Shipping On Future Shipments

**Try Once \$44.99** Shipped Once  
\$1.49 Per Serving

**ADD TO CART →**

**Ships within 1-2 business days**



Made in



90-Day



HSA/FSA  
Eligible with

<https://forwellness.com/products/recovery-gummies-hydration> (last visited March 3, 2026).

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

1 Enter a first name      Enter a last name

2 Address

3 Enter an address

4 Apartment, suite, etc. (optional)

5 City  State: California  ZIP code

6 Enter a city      Enter a ZIP / postal code

7  PayPal PayPal

8

9

10 One or more items in your cart is a deferred or recurring purchase. By

11 continuing with your payment, you agree that your payment method will

12 automatically be charged at the price and frequency listed on this page until

13 it ends or you cancel. All cancellations are subject to the [cancellation policy](#).

1 Recovery Gummies - Hydrate      \$33.74

2 90 Gummies  
Delivered Every 30 Days

3 Discount code or gift card

4

5 Subtotal      \$33.74

6 Shipping      Enter shipping address

7 Estimated taxes      \$3.29

8 **Total**      USD **\$37.03**

9 Recurring subtotal      \$33.74 every 30 days

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14 [https://forwellness.com/checkouts/cn/hWN9QI0ops0EXGSnRrOPeRxy/en-](https://forwellness.com/checkouts/cn/hWN9QI0ops0EXGSnRrOPeRxy/en-us?_r=AQAB0vPTmlZSan0ytGvOi-n59DKTY99tXvUIwmTZ85trcjU&skip_shop_pay=true&checkout_queue_token=AxVUWHj-fhj7B9GfJ3Xnf-D-gyd1foqQAYU1wAXQ3wyda4CfQOW8IP_FI5eLct74dUYZm05QiqUjdjmNv43DtwC2SWLyJWl61EQCXjuaa5lSFsMxDt_pC0ptiNRzmhhJnQ%3D%3D&shop_pay_checkout_as_guest=true&cs=3.AMPS)

15 [us?\\_r=AQAB0vPTmlZSan0ytGvOi-](#)

16 [n59DKTY99tXvUIwmTZ85trcjU&skip\\_shop\\_pay=true&checkout\\_queue\\_token=AxVUWHj-](#)

17 [fhj7B9GfJ3Xnf-D-](#)

18 [gyd1foqQAYU1wAXQ3wyda4CfQOW8IP\\_FI5eLct74dUYZm05QiqUjdjmNv43DtwC2SWLyJWl61](#)

19 [EQCXjuaa5lSFsMxDt\\_pC0ptiNRzmhhJnQ%3D%3D&shop\\_pay\\_checkout\\_as\\_guest=true&cs=3.A](#)

20 [MPS](#) (last visited March 3, 2026).

21 15. 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.”

28

1 16. Although Defendant’s checkout page sets forth its purported automatic renewal offer  
2 terms and continuous service offer terms above 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 Inter font in a gray color against a white background.

5 17. 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 18. 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 19. 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 wish to cancel a Subscription, you may do so at any time  
5 online through your Account, or send an email to [info@forwellness.com](mailto:info@forwellness.com).” Defendant’s Website sets  
6 forth in a different location a similarly condensed version of its cancellation policy. That is, on its  
7 “Subscribe and Save” webpage, Defendant informs its users:

8 “You’re in control—skip, pause, or cancel anytime in your account portal.”  
9 <https://forwellness.com/pages/subscribe-and-save> (last visited March 3 2026).

10 20. “Account” is not linked on the “cancellation policy” or the “Subscribe and Save”  
11 webpage.

12 21. Nowhere on Defendant’s site are complete instructions for cancellation given.

13 22. In actuality, cancelling is a tedious process, requiring consumers to confirm their decision  
14 to cancel the subscription multiple times before actually completing the cancellation.

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

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

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

21 25. Defendant similarly violated the ARL by failing to provide to consumers the post-  
22 transaction acknowledgement required by section 17602(a)(3). Specifically, Defendant fails to “provide  
23 an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation  
24 policy, and information regarding how to cancel in a manner that is capable of being retained by the  
25 consumer.”  
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27  
28

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

2 26. On October 8, 2025, Plaintiff purchased “Recovery Gummies, 30 Count” (the “Product”)  
3 from Defendant via the Website at a price of \$20.30. On November 9, 2025, Plaintiff’s credit card  
4 account was charged by Defendant for \$27.80 for the Product as part of a recurring monthly charge.  
5 After discovering such second charge to Plaintiff’s credit card account by Defendant, Plaintiff cancelled  
6 the subscription shortly thereafter.

7 **IV. CLASS ACTION ALLEGATIONS**

8 27. Plaintiff brings this action on behalf of all persons similarly situated, and seeks  
9 certification of the following class:

10 All persons who, while in California, purchased any product or service from Defendant’s  
11 Website in response to an offer constituting an “Automatic renewal” as defined by § 17601(a)(1)  
12 of the California Business and Professions Code within the statute of limitations period.

13 28. The above-described class of persons shall hereafter be referred to as the “Class.”  
14 Excluded from the Class are any and all past or present officers, directors, or employees of Defendant,  
15 any judge who presides over this action, and any partner or employee of Class Counsel. Plaintiff  
16 reserves the right to expand, limit, modify, or amend this class definition, including the addition of one  
17 or more subclasses, in connection with his motion for class certification, or at any other time, based  
18 upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

19 29. **Numerosity.** The Class is so numerous that joinder of all members in one action is  
20 impracticable. The exact number and identities of the members of the Class is unknown to Plaintiff at  
21 this time and can only be ascertained through appropriate discovery, but Plaintiff is informed and  
22 believes, and thereon, alleges that there are at least 100 members of the Class.

23 30. **Typicality.** Plaintiff’s claims are typical of those of other members of the Class, all of  
24 whom have suffered similar harm due to Defendant’s course of conduct as described in this Complaint.

25 31. **Adequacy of Representation.** Plaintiff is an adequate representative of the Class and  
26 will fairly and adequately protect the interests of the Class. Plaintiff has retained attorneys who are  
27 experienced in the handling of complex litigation and class actions, and Plaintiff and Plaintiff’s counsel  
28 intend to prosecute this action vigorously.

1           32.     **Predominance of Common Questions of Law or Fact.** Common questions of law and  
2 fact exist as to all members of the Class that predominate over any questions affecting only individual  
3 members of the Class. These common legal and factual questions, which do not vary among members  
4 of the Class, and which may be determined without reference to the individual circumstances of any  
5 member of the Class, include, but are not limited to, the following:

6           A) Whether, during the Class period, Defendant failed to present the automatic renewal offer  
7 terms, or continuous service offer terms, in a clear and conspicuous manner before the  
8 subscription or purchasing agreement was fulfilled and in visual proximity to the request  
9 for consent to the offer in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

10          B) Whether, during the Class period, Defendant failed to provide an acknowledgement that  
11 included the automatic renewal or continuous service offer terms, cancellation policy, and  
12 information on how to cancel in a manner that is capable of being retained by Plaintiff and  
13 Class members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3);

14          C) Whether Defendant's order flow screens and post-transaction acknowledgment constitute  
15 unfair business practices in violation of the UCL under Business & Professions Code §  
16 17200 *et seq.*;

17          D) Whether Defendant's order flow screens and post-transaction acknowledgment constitute  
18 false advertising in violation of the FAL under California Business & Professions Code §  
19 17500 *et seq.*;

20          E) Whether Defendant's order flow screens and post-transaction acknowledgment constitute  
21 violations of the CLRA under California Civil Code § 1750 *et seq.*;

22          F) Whether Plaintiff and Class members are entitled to injunctive relief under Cal. Bus. &  
23 Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(2);

24          G) Whether Plaintiff and the Class members are entitled to monetary relief insofar as the  
25 goods or services provided by Defendant are deemed an unconditional gift in accordance  
26 with Cal. Bus. & Prof. Code § 17603;

27          H) Whether Plaintiff and Class members are entitled to restitution in accordance with Cal.  
28 Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(3);

- 1 I) The proper formula(s) for calculating the restitution owed to Class members;
- 2 J) Whether Plaintiff and Class members are entitled to damages under Cal. Civil Code §
- 3 1780(a)(1);
- 4 K) Whether Plaintiff and the Class members are entitled to total damages of at least \$1,000 in
- 5 accordance with Cal. Civil Code § 1780(a)(1);
- 6 L) Whether Plaintiff and Class members are entitled to punitive damages under Cal. Civil
- 7 Code § 1780(a)(4) and Cal. Civil Code § 3294(a);
- 8 M) Whether Plaintiff and Class members are entitled to any other relief that the Court deems
- 9 proper in accordance with Cal. Civil Code § 1780(a)(5); and
- 10 N) Whether Plaintiff and Class members are entitled to attorneys' fees and costs under Cal.
- 11 Civil Code § 1780(e) and California Code of Civil Procedure § 1021.5.

12 33. **Superiority.** A class action is superior to other available methods for the fair and  
13 efficient adjudication of this controversy because individual litigation of the claims of all members of  
14 the Class is impracticable.

15 34. **Ascertainability.** Defendant keeps computerized records of its sales and customers  
16 through, among other things, databases storing customer orders, customer order histories, customer  
17 profiles, customer loyalty programs, and general marketing programs. Defendant has one or more  
18 databases through which a significant majority of members of the Class may be identified and  
19 ascertained, and they maintain contact information, including email addresses and home addresses (such  
20 as billing, mailing, and shipping addresses), through which notice of this action is capable of being  
21 disseminated in accordance with due process requirements.

22 **V. 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 and on behalf of the Class, against All Defendants)**

27

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  
28

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 and Class members. Said misrepresentations and concealment were done with the intention of  
10 deceiving Plaintiff and Class members, and depriving Plaintiff and Class members of their rights and  
11 money.

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

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

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

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

27 47. Prior to the commencement of this action, Plaintiff sent a letter to Defendant at its  
28 principal place of business notifying Defendant of the particular wrongdoing that violates the CLRA

1 and demanded that Defendant appropriately correct its advertising and/or provide another appropriate  
2 remedy of the violations to the putative Class of California consumers.

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 and on behalf of the Class, against All Defendants)**

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

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

1 terms or continuous service offer terms including Defendant’s cancellation policy and information  
2 regarding how to cancel in a manner that is capable of being retained by the consumer in a clear and  
3 conspicuous manner.

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

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

11 **THIRD CLAIM FOR RELIEF**

12 **Violation of Unfair Competition Law**

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

14 **(By Plaintiff, on Plaintiff’s own behalf and on behalf of the Class, against All Defendants)**

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

21 53. During the Class period, Defendant committed unlawful business acts or practices as  
22 defined by the UCL by violating sections 17601 and 17602 of the California Business and Professions  
23 Code.

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

1 55. Plaintiff is entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203 for all  
2 monies paid by Plaintiff under the subscription agreement. Defendant should be required to disgorge  
3 all the profits and gains it has reaped and restore such profits and gains to Plaintiff and Class members,  
4 from whom they were unlawfully taken.


5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- 7 a. For an order certifying that the action be maintained as a class action, that Plaintiff be
- 8 designated as the class representative, and that undersigned counsel be designated as class
- 9 counsel;
- 10 b. For all available declaratory, legal, and equitable relief including injunctive relief;
- 11 c. For statutory damages;
- 12 d. For punitive damages;
- 13 e. For attorneys’ fees and costs as allowed by law; and
- 14 f. For any and all other relief at law or equity that may be appropriate.

15  
16 Dated: March 10, 2026

PACIFIC TRIAL ATTORNEYS, APC

17  
18 By:   
19 Scott J. Ferrell  
Attorneys for Plaintiff and the Proposed Class