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UNITED STATE DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ERIC QUIROS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

NDB DISTRIBUTION, INC., a Utah corporation, d/b/a VIVAZEN.COM,

Defendant.

Case No.: 8:26-cv-3238

CLASS ACTION COMPLAINT FOR:

1. **Consumers Legal Remedies Act**
2. **False Advertising Law**
3. **Unfair Competition Law**
4. **California Invasion of Privacy Act (Penal Code § 631(a))**

I. INTRODUCTION

1. This case concerns an automatic-renewal program that converted what Plaintiff reasonably understood to be a one-time or trial purchase into recurring charges without the disclosures and affirmative consent California law requires. Defendant NDB Distribution, Inc. ("NDB Distribution" or "Defendant") markets wellness supplements through vivazen.com (the "Website") and enrolls California consumers into ongoing subscription arrangements.

2. Plaintiff Eric Quiros paid $25.50 to Defendant on April 17, 2026, believing he was making a one-time or trial purchase. On May 19, 2026, Defendant charged him another $16.50. He discovered the second charge while reviewing his bank account. He was surprised because he had not knowingly agreed to a subscription.

3. The violations are systemic, not idiosyncratic. Plaintiff's investigation of Defendant's online subscription flow found that the subscription disclosures did not adequately explain how to cancel, Defendant did not obtain a separate express affirmative consent to the automatic-renewal terms, the checkout relied on a browsewrap/Shopify rather than a compliant affirmative-consent control, and Defendant did not send a post-transaction acknowledgment containing the required automatic-renewal terms and cancellation information.

4. This case also concerns a separate invasion of privacy. When Plaintiff used the Website, Defendant's embedded advertising code caused his browser to send copies of his activity to outside advertising and identity-matching companies as the activity occurred. The expert report documents the actual network requests, their contents, the companies receiving them, and the cookies used to recognize his browser.

5. The disclosed content included Plaintiff's search for "pain relief gummies." Meta received that search in the page address and in a page title describing the search results. Google received the search in its advertising request. AddShoppers received a page address containing the same search. These were the words Plaintiff used to ask Defendant

about a wellness product, tied to identifiers that let advertising companies recognize him or his browser. Plaintiff did not agree to that disclosure.

6. Plaintiff seeks relief under California Penal Code sections 631(a) and 637.2 for Defendant's knowing assistance to these outside recipients. The claim rests on copying the substance of his communications during transmission, without his prior consent, for advertising and identity matching beyond the Website.

II. JURISDICTION AND VENUE

7. This Court has subject-matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), (5)(B), and (6). Plaintiff is a California citizen. On information and belief, Defendant is incorporated in Utah and has its principal place of business in Utah, where the business address identified below is located; it is therefore a Utah citizen under 28 U.S.C. § 1332(c)(1). Minimal diversity exists.

8. The proposed classes together contain at least 100 members, and the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs. Identify the factual basis for the class-size estimate. More than 1,000 distinct persons with one recoverable $5,000 CIPA violation each would exceed that amount, without counting other relief.

9. The causes of action arise under California law. Section 631 is a state statute, not a basis for federal-question jurisdiction. Plaintiff invokes CAFA for the proposed class action; the jurisdictional amount is assessed across Class members' claims without assuming duplicative recovery for the same injury.

10. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events occurred in this District. Plaintiff used the Website in Newport Beach, Orange County, made the purchase there, received the challenged recurring charge there, and sent the communications at issue from his device there. Orange County is within this District's Southern Division. 28 U.S.C. § 84(c)(3).

11. This Court has specific personal jurisdiction over Defendant under Federal Rule of Civil Procedure 4(k)(1)(A), California Code of Civil Procedure section 410.10, and

due process. Defendant deliberately conducts sales with California consumers and caused the challenged subscription and tracking activity in California. Plaintiff relies on Defendant's own acts, described below, rather than his residence alone.

A. Defendant's deliberate California conduct gives rise to these claims.

12. Defendant operates an interactive store that accepts orders from California, accepts California billing and shipping addresses, charges California customers, and fulfills orders directed to California. It used that system to enter the transaction with Plaintiff in Newport Beach, accept his payment, and impose the later recurring charge. His California transaction was an actual business relationship, not a hypothetical visit to a publicly available page.

13. Defendant learned Plaintiff's California location from the address information it required and accepted to process and fulfill his purchase. Defendant's own order and customer records identify that California connection. It continued the relationship by treating him as a subscriber and charging him again. These affirmative choices support purposeful availment for the subscription claims.

14. Defendant also deliberately caused code to run in the browser Plaintiff used in California. That code sent live copies of page activity to the outside recipients named below and stored or read identifiers on that browser. The requests were initiated by code embedded in Defendant's Website, including its web-pixel integration; they did not result from Plaintiff independently visiting the recipients' websites.

15. For the privacy claim, Defendant's intentional act was selecting, enabling, and delivering that code with its Website and thereby causing the collection and transmission from Plaintiff's California device. On information and belief, Defendant controlled which marketing integrations its store enabled and maintained them to obtain advertising, audience-building, and customer-identification benefits. The expert report identifies the requests and their initiating code, supporting that inference. The agreements and configuration records are in Defendant's possession.

16. Defendant knew it served California customers because it accepted and fulfilled California orders, including Plaintiff's. On information and belief, it deliberately kept the challenged integrations enabled for those customers and their California devices. The transmissions also carried the device's IP address. Plaintiff does not rely on an unsupported claim that the report proves precise GPS tracking; his actual California transaction and the code delivered to his California browser are the relevant contacts.

17. The California contacts also produced the alleged injuries. The subscription claims arise from Defendant's California offer, checkout, payment collection, and renewal charge. The privacy claim arises from its delivery of the tracking-enabled Website to Plaintiff's California device and the resulting live transmissions from that device. The same conduct that connects Defendant to California is the conduct challenged here; Plaintiff does not rely on unrelated sales or a third party's unilateral conduct.

18. Exercising jurisdiction is reasonable. Defendant already accepts the benefits and ordinary burdens of California commerce. The relevant records are electronic, and the Utah address identified in the notice does not make litigation in neighboring California unduly burdensome. California has a substantial interest in protecting transactions and private communications within its borders. Plaintiff and the California Class have an interest in relief where the conduct and injury occurred. No identified conflict with another sovereign outweighs those interests.

III. PARTIES

19. Plaintiff Eric Quiros is a California citizen domiciled in Newport Beach, Orange County, where he resides. He acquired Defendant's wellness supplement for personal, family, or household use. He was physically in California when he used the Website and sent the communications described below.

20. Defendant NDB Distribution is a corporation that operates the Website and markets recurring wellness supplement subscriptions to consumers, including California consumers. The pre-suit notice identifies Defendant at 7533 S Center View Court, Suite N, West Jordan, UT 84084.

IV. FACTUAL ALLEGATIONS

A. California Requires Clear Renewal Terms, Express Affirmative Consent, a Retainable Acknowledgment, and Easy Online Cancellation.

21. California's Automatic Renewal Law ("ARL"), Business and Professions Code section 17600 et seq., was enacted to end ongoing charges for products and services without consumers' explicit consent. For contracts entered into after July 1, 2025, the ARL imposes multiple independent safeguards before and after a consumer is enrolled.

22. Among other things, Business and Professions Code section 17602(a) prohibits a business from failing to present the automatic-renewal terms clearly and conspicuously before the purchasing agreement is fulfilled and in visual proximity to the request for consent; charging a consumer without first obtaining affirmative consent to the agreement containing those terms; failing to provide a retainable acknowledgment containing the renewal terms, cancellation policy, and cancellation instructions; failing to obtain express affirmative consent to the renewal terms; and misrepresenting any material fact concerning the inclusion of an automatic renewal or continuous service.

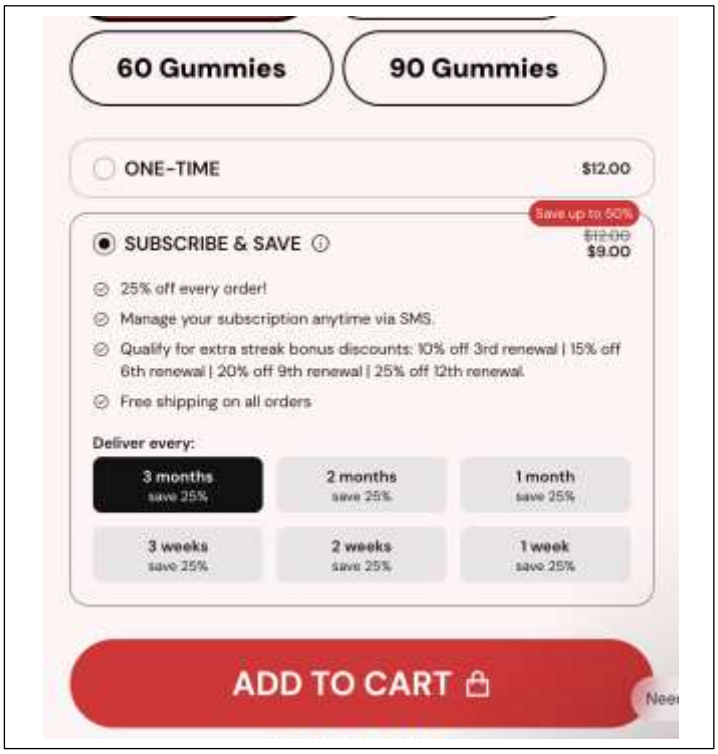
23. The statute further requires businesses accepting automatic-renewal offers online to permit termination online, at will, and without steps that obstruct or delay immediate termination. The cancellation method must be readily accessible, and the ability to cancel must be available in the same medium through which the consumer activated the subscription or ordinarily interacts with the business.

24. Where a business sends goods under an automatic-renewal arrangement without first obtaining the affirmative consent required by section 17602, section 17603 deems the goods an unconditional gift to the consumer, with no obligation on the consumer to pay for or return them.

B. Defendant's Subscription Flow Failed the ARL's Pre-Transaction Requirements.

25. Defendant offers subscription-based wellness supplements through vivazen.com. Plaintiff's investigation of the subscription flow found that the offer did not

adequately disclose the cancellation mechanism with the automatic-renewal terms before purchase. The investigation recorded the disclosure elements as follows: the length of the renewal term was disclosed, the method of cancellation was not disclosed, and recurring charges were disclosed. The same deficiency existed at the point at which consent was requested.

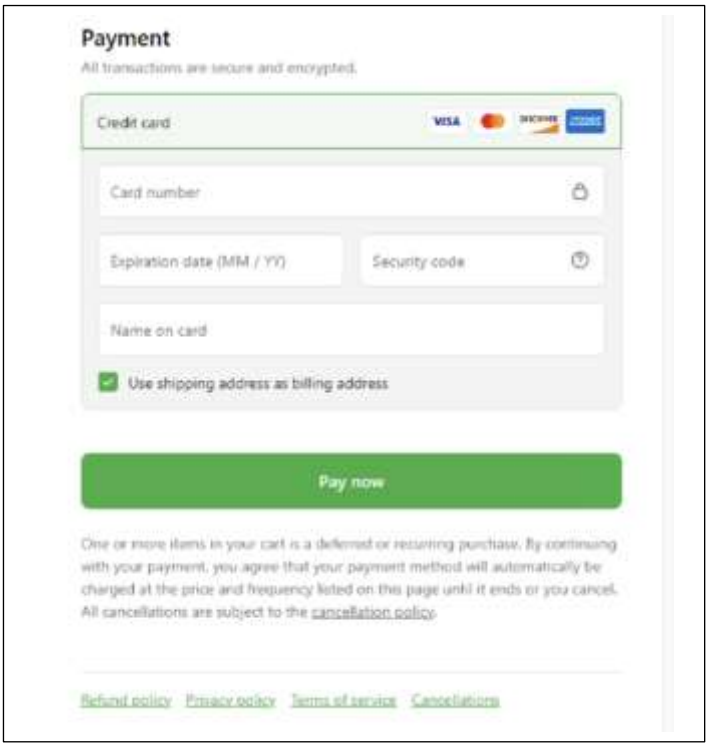


Defendant's purchase options as presented to Plaintiff at time of purchase. Additionally, the page defaults to the subscription option, rather than the one-time purchase option.

26. The required disclosures were not presented in a manner that ensured consumers understood that clicking through checkout authorized recurring charges. The investigation found Defendant's presentation at best "debatable" as to clear and conspicuous treatment and, more importantly, found no affirmative-consent control directed specifically to the automatic-renewal agreement.

27. Instead, Defendant's checkout page contained no separate checkbox, signature, toggle, or equivalent control by which Plaintiff expressly assented to the automatic-renewal terms before Defendant charged his payment method. Plaintiff therefore

completed a purchase without undertaking an unambiguous affirmative act specifically agreeing to the ongoing renewal terms.



The checkout page as it appeared to Plaintiff at time of purchase, with auto-renewal terms placed inconspicuously below the "Pay Now" button and no affirmative consent.

28. This distinction is material. A general click to place an order or use a payment service is not the same thing as express affirmative consent to a recurring-payment agreement where the consumer is not clearly told, at the point of consent, that the transaction will renew and how to stop it.

C. Defendant Failed to Send the Required Post-Transaction Acknowledgment.

29. Plaintiff did not receive, after the initial transaction, a retainable acknowledgment that properly set out the automatic-renewal terms, cancellation policy, and information explaining how to cancel. Although Defendant did send an email, the email contained no link to a subscription management page, nor instructions for cancellation.

30. That failure deprived Plaintiff of the most basic written record of the purported agreement. Had Defendant sent the acknowledgment California law requires, Plaintiff would have been alerted immediately that Defendant believed he had entered a recurring arrangement and could have cancelled before additional charges were imposed.

D. Plaintiff Was Charged Again Without Knowing He Had Authorized an Automatic Renewal.

31. On April 17, 2026, Plaintiff paid Defendant $25.50 for "Relax & Unwind Gummies." Plaintiff understood the transaction to be a one-time or trial purchase. He did not understand that the purchase would result in ongoing charges to his card.

32. On or about May 19, 2026, Defendant initiated another recurring payment charge of $16.50 to Plaintiff's card. Plaintiff discovered the charge while reviewing his bank records and was surprised and confused because he had not knowingly authorized a recurring subscription.

E. Defendant's Cancellation Process Further Demonstrates the Nontransparent Subscription Structure.

33. After discovering the renewal, Plaintiff returned to Defendant's Website and attempted to cancel. He clicked "My Subscription" and then "Cancel Subscription." He was asked to choose a reason, then clicked "Cancel Now."

F. Plaintiff Gave Defendant Pre-Suit Notice and an Opportunity to Cure.

34. On September 24, 2026, Plaintiff's counsel sent Defendant a written demand under the CLRA and ARL. The letter identified Defendant's failure to clearly and conspicuously disclose the cancellation policy and automatic-renewal terms and its failure to provide a post-transaction acknowledgment describing the automatic renewal, cancellation policy, and method of online cancellation. The letter demanded that Defendant stop unlawful automatic-renewal sales and refund affected customers.

35. More than 30 days have elapsed. Defendant has not provided Plaintiff with a classwide cure sufficient to resolve the violations alleged herein. Plaintiff therefore seeks all relief available under the CLRA and related California law.

G. Defendant caused outside companies to receive Plaintiff's communications in real time.

36. When Plaintiff typed "pain relief gummies" into the Website's search box and requested the results, he was communicating a specific request to Defendant about products intended for relief. The resulting address included "/search?q=pain+relief+gummies." The results page title stated: "Search: 12 results found for 'pain relief gummies' - Vivazen®." Those words reveal what he asked about, rather than merely the location of a server.

37. A browser is the program used to visit a website. A pixel or beacon is code that makes the browser send a small message to another company. A cookie is a stored identifier that can let a company recognize the same browser later. Here, the messages combined the substance of Plaintiff's search and page activity with identifiers. The expert report shows the messages actually sent; Plaintiff does not rely only on the presence of unused code.

38. For Meta/Facebook, the Website sent a "PageView" message to facebook.com/tr/. The captured payload included the full search-results address, the search-results title, the referring address, a timestamp, the "_fbp" browser identifier, and browser and screen information. Thus Meta learned that the browser associated with that identifier searched for pain-relief gummies. This was not merely a count of anonymous visits.

39. Expert analysis shows that Facebook cookies, including "c_user," which identifies a logged-in Facebook account, and "fr," an advertising cookie. Their recorded presence supports the inference that Meta could connect the search to an existing account or advertising identity. Plaintiff alleges the actual disclosure of his search with those matching tools, without assuming the report proves the contents of Meta's entire internal profile.

40. For Google Advertising, the Website sent a request to googleads.g.doubleclick.net/page/viewthroughconversion. The request included the search-results address and title, "search_submitted" event information, and the search term "pain relief gummies," together with advertising/account identifiers, a timestamp, and

device information. The report records Google's "IDE" advertising cookie, used for recognition across sites and targeted advertisements, with a potential persistence of up to 13 months after activity.

41. For AddShoppers/SafeOpt, expert analysis shows that the displayed request included a Website address containing the search "pain relief gummies," a site identifier, and cookie-based visitor information. AddShoppers supplies identity-based marketing: its system links visiting browsers to existing identity profiles and supports marketing email even when a visitor has not supplied an email address to that particular site. The copied search therefore entered a system designed to recognize the visitor for marketing beyond the immediate transaction.

42. For TikTok, the report records beacons carrying the viewed page address, timestamps, device and browser details, and page, session, event, and tracking identifiers. It also records the "_ttp" cookie used for interest-based advertising. For X/Twitter, it records the page address and title with persistent browser and pixel identifiers, event information, timezone, language, and device characteristics. Those recipients use the recorded activity for advertising measurement, audience creation, and retargeting.

43. For MediaWallah, the report records requests to partner.mediawallahscript.com containing outside user identifiers and a "sync" instruction, plus MediaWallah cookies. Its initiating-code chain traces the request through the Website's web-pixel product page for "stress-relief-kava-wellness-shot," through shop.pe, and then to MediaWallah. MediaWallah performs identity matching: it connects identifiers used by different companies so that the same visitor can be recognized across their systems.

44. For Beeswax, the Website sent beacons to bidr.io carrying outside user identifiers and synchronized cookies; the report records the "bito" cookie. Beeswax uses these identifiers for device recognition and targeted advertising. For LiveIntent, the Website sent requests to liadm.com carrying persistent and third-party identifiers used to associate the visit with an existing cross-site advertising profile. The report records a "lidid" cookie with a 730-day duration. These requests show the identity-linking part of

the system; the specific search-content disclosures supporting the interception claim are separately identified above.

45. The recipient-specific facts matter. Meta, Google, and AddShoppers received the substance of Plaintiff's search in identifiable payload fields. The other recorded requests show how Website activity and persistent identifiers were distributed or matched. Plaintiff does not allege that every recipient received every field, that his full payment-card number was intercepted, or that a data-broker registry listing proves that his sexual orientation, precise location, or medical history was collected.

46. The transmissions occurred as Plaintiff searched, viewed pages, and interacted with the Website. The browser's network log and initiating-code chains show automatic requests to outside servers during those interactions. Defendant's code caused live copies to be sent from the browser, rather than merely allowing an outside company to review Defendant's stored sales records after the interaction ended.

47. On information and belief, the receiving systems processed the copied messages on receipt to identify the page or search, associate it with the supplied identifiers, and perform their advertising and matching functions. That inference rests on the actual structured payloads sent to advertising and identity endpoints, the identifiers returned or stored, and the recipient functions described in the report. It does not rest on a bare assertion that someone might have accessed an unused database.

H. Plaintiff did not consent to this disclosure.

48. Plaintiff intended to communicate with Defendant to search for and buy its products. He did not intend to send his pain-relief search to Meta, Google, AddShoppers, or the other outside recipients for their advertising and identity-matching purposes. He did not knowingly request those transmissions, authorize cross-site profiling of that activity, or agree that his Website use could be linked to outside advertising identities.

49. The report identifies no consent banner or privacy-control mechanism before the transmissions. Plaintiff was not presented with a clear request for permission identifying these disclosures before the code ran, and he did not give such permission.

Typing a search, viewing a product, and placing an order were actions directed to Defendant. They were not informed assent to outside companies copying the communications.

50. No later checkout click or later disclosure could supply the prior permission missing when the messages were copied. Consent to process a payment or fulfill an order also did not authorize an unrelated advertising company to read and use the search for its own purposes. Plaintiff disputes that any general Website term established informed consent before these specific transmissions.

I. The disclosure caused a particular, concrete privacy injury.

51. Plaintiff's private communication was his own search for "pain relief gummies," together with his activity on a stress-relief wellness-product page, linked to persistent identifiers and, for Meta, account-matching cookies. A public product description may be visible to anyone. The fact that this particular person searched for relief and viewed that product is a different fact about his private affairs.

52. The disclosed search concerns a health-related interest: seeking a product associated with pain relief. Plaintiff does not allege that a search establishes a diagnosis or a medical emergency. The invasion is that his own inquiry about relief was copied into outside advertising and identity systems without his permission. He reasonably expected Defendant to receive the inquiry needed to display results, not to disclose his inquiry to companies that could attach it to his identity and recognize him elsewhere.

53. The intrusion was highly offensive in its context: it was hidden, automatic, involved a personal wellness inquiry, went to several outside advertising and matching businesses, and combined the inquiry with tools designed to recognize him or his browser beyond this store. The long-lived cookies and synchronization requests made the disclosure more intrusive than a short-lived, anonymous visit count. The same facts explain why an ordinary customer could regard the conduct as a serious invasion even without a later financial loss.

54. The injury occurred when those outside systems received the copied content with the identifiers that made the content attributable to Plaintiff or his browser. He lost control over that specific private inquiry and its association with outside advertising identities. The claim seeks redress for a completed intrusion analogous to intrusion upon seclusion; it does not depend on a speculative future data breach, an unsupported sale to a highest bidder, or statutory damages alone.

55. Defendant caused this injury by embedding and enabling the code that generated the requests. Without that conduct, these recipients would not have received the copies through this Website interaction. A damages judgment under section 637.2 would redress the completed injury. Plaintiff seeks prospective relief only to the extent he establishes the separate requirements for standing to obtain that relief.

V. CLASS ALLEGATIONS

56. Plaintiff brings this action under Federal Rule of Civil Procedure 23(a) and (b)(3), and, to the extent prospective standing and indivisible relief are established, Rule 23(b)(2). The Subscription Class consists of all persons who, while in California and during the applicable limitations period, purchased goods through Defendant's Website under an automatic-renewal or continuous-service offer without Defendant first complying with Business and Professions Code section 17602.

57. The CIPA Class consists of all natural persons who, while physically in California and within one year before this action was filed through the date of class certification, used vivazen.com and whose Website search or product-view communications were contemporaneously copied by the challenged integrations to Meta, Google Advertising, or AddShoppers/SafeOpt with persistent browser or account identifiers, without their prior consent. The class excludes persons whose communications contained only generic homepage or technical routing information. Plaintiff seeks the CIPA relief only for this Class.

58. The Subscription Class and CIPA Class are referred to together as the "Classes." The classes need not have identical members. The claims and available relief

will be assessed separately, and appropriate subclasses may address different recipients, payload content, product context, or consent presentations.

59. Excluded are Defendant; Defendant's officers, directors, and employees; any entity in which Defendant has a controlling interest; the judicial officer assigned to this case and immediate family; and counsel for the parties. Plaintiff reserves the right to amend the class definition or propose subclasses as discovery develops.

60. Each Class is sufficiently numerous that joinder is impracticable. Defendant sells through a standardized consumer Website and automatically deploys the challenged integrations. The identities and number of affected persons can be determined through subscription and order records, tracking configurations, consent records, and available event and recipient logs. Plaintiff will establish each Class's size through those records; the CAFA estimates identified above require confirmation before filing.

61. Common questions predominate within each Class because the challenged acts arise from standardized systems: the subscription checkout, disclosure and billing process for the Subscription Class, and the configured code, payload fields, recipient functions, timing, and consent presentation for the CIPA Class. Common technical evidence can identify which searches or product-page communications were sent, to whom, and with which identifiers.

62. Common questions include whether Defendant presented all automatic-renewal terms clearly and conspicuously before purchase; whether the terms appeared in visual proximity to the request for consent; whether Defendant obtained express affirmative consent to the renewal terms; whether Defendant maintained the required consent verification; whether it sent a compliant retainable acknowledgment; whether its online cancellation method complied with section 17602; whether recurring goods were unconditional gifts under section 17603; and the appropriate measure of restitution and damages.

63. For the CIPA Class, common questions include whether the integrations caused contemporaneous copying of communication contents; which recipients received

search or product-view content with persistent identifiers; whether those recipients used the content beyond acting as a tool solely for Defendant; whether prior consent existed; whether Defendant knowingly aided the conduct; whether the disclosed subject matter and identity linkage caused concrete privacy injury; and the proper statutory damages. Any material differences in the privacy context or recipient conduct can be addressed through subclasses or a narrower class definition.

64. Plaintiff's subscription claims are typical because he used the challenged checkout and suffered an unexpected renewal charge. His CIPA claim is typical of the proposed privacy Class because the challenged code copied his substantive wellness search and product-page activity with persistent identifiers without prior consent. He seeks relief based on the same conduct and legal theory as other members of the respective Classes.

65. Plaintiff will fairly and adequately protect the interests of the Class. He has no conflict with absent Class members and has retained counsel experienced in consumer-protection and class-action litigation.

66. A class action is superior because the amounts paid by individual consumers are relatively modest compared with the expense of individual litigation, the core liability proof is centralized in Defendant's records, and adjudicating the common issues once will promote efficiency and consistency.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of Consumers Legal Remedies Act

Cal. Civil Code § 1750 et seq.

67. Plaintiff incorporates the preceding allegations.

68. Plaintiff and Class members are "consumers" who acquired goods for personal, family, or household purposes. Defendant's wellness supplement subscription products are "goods," and the transactions alleged herein are "transactions" within the meaning of the CLRA.

69. Defendant violated Civil Code section 1770(a), including subdivisions (5), (9), and (14), by representing that its subscription transactions had characteristics, uses, benefits, or rights they did not have; advertising goods with intent not to sell them as advertised; and representing that transactions conferred or involved rights, remedies, or obligations that they did not have or involve.

70. In particular, Defendant represented through its checkout process that consumers could complete the transaction without making a separate, express agreement to recurring charges; omitted the required cancellation disclosures and acknowledgment; and then treated consumers as bound to recurring payment and fulfillment obligations.

71. These representations and omissions were material. Plaintiff would not have entered the transaction or would have cancelled before any renewal charge had he been clearly informed of the recurring nature of the agreement, the frequency and amount of future charges, and the method of cancellation, and had Defendant required a distinct affirmative act assenting to those terms.

72. As a direct result, Plaintiff and Class members suffered economic injury, including recurring charges they did not knowingly authorize. Plaintiff seeks actual damages, restitution, injunctive relief, punitive damages where proven, attorneys' fees, costs, and all other remedies authorized by Civil Code section 1780.

SECOND CAUSE OF ACTION

Violation of False Advertising Law

Cal. Business & Professions Code § 17500 et seq.

73. Plaintiff incorporates the preceding allegations.

74. Defendant made and disseminated statements and omissions through its Website and checkout interface concerning the nature and terms of its subscription offer. Those representations were likely to deceive reasonable consumers where the transaction appeared capable of completion without a separate affirmative assent to automatic renewal and without clear disclosure of the cancellation mechanism.

75. Defendant knew or should have known the advertising was misleading because Defendant designed and controlled the Website, subscription platform, checkout flow, recurring billing configuration, acknowledgment communications, and cancellation process.

76. Plaintiff relied on the misleading presentation when completing his purchase and lost money as a result. Plaintiff seeks restitution, injunctive relief, and all other relief authorized by Business and Professions Code section 17535.

THIRD CAUSE OF ACTION

Violation of Unfair Competition Law

Cal. Business & Professions Code § 17200 et seq.

77. Plaintiff incorporates the preceding allegations.

78. Defendant engaged in unlawful business acts by violating, among other statutes, Business and Professions Code sections 17600 through 17606 and the CLRA. The ARL violations include failures to present renewal terms clearly and conspicuously and in proximity to consent; failures to obtain affirmative and express affirmative consent; failures to provide a compliant acknowledgment; misleading omissions concerning the automatic-renewal transaction; and failures relating to online cancellation.

79. Defendant's conduct is independently unfair because it shifts to consumers the burden of discovering and stopping recurring charges that Defendant was legally required to disclose and obtain explicit consent for before enrollment. The utility of concealing or diluting renewal terms is outweighed by the substantial consumer injury created by unexpected recurring charges.

80. Defendant's conduct is also fraudulent because reasonable consumers are likely to be deceived by a checkout process that completes a subscription transaction without requiring unmistakable assent to the recurring obligation and without sending the retainable acknowledgment required by law.

81. Because Defendant sent goods under an automatic-renewal arrangement without first obtaining the affirmative consent required by section 17602, those goods are

deemed unconditional gifts under section 17603. Defendant therefore has no lawful entitlement to retain payments for those goods from consumers who were enrolled without compliant consent.

82. Plaintiff and Class members lost money as a result of Defendant's practices. Plaintiff seeks restitution of all monies Defendant acquired through the unlawful subscription program, injunctive relief requiring compliance with California law, and all other relief authorized by Business and Professions Code section 17203.

FOURTH CAUSE OF ACTION

Violation of the California Invasion of Privacy Act

Cal. Penal Code §§ 631(a), 637.2 — CIPA Class

83. Plaintiff incorporates the preceding factual allegations and brings this cause of action individually and for the CIPA Class against NDB Distribution, Inc.

84. Section 631(a)'s second clause prohibits willfully reading, attempting to read, or learning the contents or meaning of a communication, without the consent of all parties or in an unauthorized manner, while it is in transit over a wire, line, or cable or being sent from or received at a place in California. Its third clause prohibits use or attempted use of information so obtained. Its fourth clause reaches a person who aids, agrees with, employs, or conspires with another to unlawfully do or cause those acts. This claim principally invokes the fourth clause based on the recipients' second-clause interceptions, and their resulting uses under the third clause.

85. Plaintiff's searches and requests to view particular wellness products were electronic communications to Defendant, sent from his California device over internet connections. Their contents included the words "pain relief gummies," the results page identifying that search, and the product-page request described above. Those words and page-specific information disclosed the substance and meaning of his inquiry; the claim does not depend on IP addresses or cookie numbers alone being contents.

86. Meta, Google Advertising, and AddShoppers/SafeOpt willfully received and, on information and belief, read or attempted to learn the meaning of the copied search

content through their automated advertising and identity systems. The actual requests identify the text, the recipients' servers, and the accompanying identifiers. Their systems were designed to receive and process those fields. Automated processing of those fields, rather than human reading by an employee, supplied the content for the advertising and matching functions.

87. The copying was contemporaneous. The code executed during the Website interaction and sent live messages containing the search and page content to the recipients as Plaintiff communicated with Defendant. It intercepted the communications through a second path from his browser while they were being sent or received in California, not solely by obtaining a later copy of Defendant's completed transaction records.

88. Plaintiff did not consent before those transmissions. Defendant's permission to its vendors was not consent from all parties to Plaintiff's communications. Plaintiff's deliberate act of using the store did not make the undisclosed recipients intended parties to his search.

89. On information and belief, Meta, Google, and AddShoppers were independent recipients for the challenged purposes, rather than a recorder used only by Defendant. The report documents account or browser matching, persistent advertising cookies, cross-site recognition, and identity-based marketing. The same companies could use the copied content and identifiers to enrich advertising identities beyond this Website. Those observed functions support the inference that they used or attempted to use Plaintiff's copied inquiry for advertising and profile matching, not solely to display search results or complete his order.

90. Defendant intentionally assisted those interceptions by selecting or enabling the marketing integrations, delivering their code with its Website, configuring the store and pixel connections, and causing Plaintiff's browser to communicate with the outside endpoints. The report's initiating-code chains and merchant-specific advertising identifiers support Defendant's participation. On information and belief, Defendant knew the

integrations would transmit Website activity to outside advertising and identity systems because that transmission was the function for which it enabled them.

91. Defendant's assistance was substantial: without the embedded integrations, the outside companies would not have obtained these live copies from Plaintiff's Website interaction. NDB is sued for that knowing assistance under the fourth clause, not merely for reading a communication addressed to itself. Its status as the intended seller did not authorize it to secretly bring an independent eavesdropper into Plaintiff's communications. See In re Facebook, Inc. Internet Tracking Litigation, 956 F.3d 589, 607–08 (9th Cir. 2020).

92. Plaintiff does not seek to impose liability simply because a vendor had a theoretical ability to access communications. The captured requests show actual transmission of the search's words and meaning to the identified advertising endpoints. The accompanying identifiers and the report's description of the recipients' functions support the pleaded inferences about processing and use.

93. As a direct result, Plaintiff suffered the completed privacy intrusion described above: outside advertising and identity businesses obtained his private wellness inquiry with persistent identifiers, without his prior consent. The nature, context, concealment, recipients, and identity linkage of that actual disclosure supply the concrete harm. Statutory relief is sought for that injury, rather than treated as a substitute for Article III standing.

94. Under Penal Code section 637.2(a), Plaintiff seeks for himself and each CIPA Class member the greater of $5,000 per proven violation or three times proven actual damages, with the number of violations determined under governing law and without duplicate recovery. No award of criminal fines is requested. Plaintiff also seeks costs and any other relief authorized by law; injunctive relief under section 637.2(b) is requested only if the requirements for prospective standing are established.

PRAYER FOR RELIEF

95. WHEREFORE, Plaintiff, individually and on behalf of the applicable Classes, requests judgment as follows:

96. Certification of the Subscription Class and CIPA Class under Rule 23, with appropriate subclasses; appointment of Plaintiff as representative and his counsel as Class counsel;

97. Actual damages and other relief authorized by the CLRA; for the CIPA Class, the greater of $5,000 per proven violation or three times actual damages under Penal Code section 637.2(a), without duplicate recovery;

98. Restitution of money acquired from Plaintiff and the Subscription Class through the unlawful practices, and a declaration concerning the unconditional-gift provisions of Business and Professions Code section 17603;

99. Appropriate injunctive relief under the pleaded statutes to the extent Plaintiff establishes prospective standing, including compliance with applicable renewal, consent, acknowledgment, and cancellation requirements and cessation of the nonconsensual interception practices;

100. Punitive damages where authorized by the CLRA and proven; prejudgment and postjudgment interest as allowed; reasonable attorneys' fees under Civil Code section 1780(e), Code of Civil Procedure section 1021.5, or another applicable basis; recoverable costs; and other relief the Court deems just.

Dated: November 3, 2026

PACIFIC TRIAL ATTORNEYS, APC

By: _____
Scott. J. Ferrell
Attorneys for Plaintiff and the Proposed Class