

Exhibit A

SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
 COOKUNITY, INC.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
 EDEN McKIE, on behalf of herself and all others similarly situated,

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

Electronically filed
 by Superior Court of CA,
 County of Santa Clara,
 on 7/23/2026 2:33 PM
 Reviewed By: M. Arechiga
 Case #26CV499141
 Env #24555016

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
 (El nombre y dirección de la corte es): Santa Clara County Superior Court
 191 North First Street, San Jose, CA 95113

CASE NUMBER:
 (Número del Caso):

26CV499141

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Sophia Goren Gold, KalieGold PLLC, 490 43rd Street, No. 122, Oakland, CA 94609, (202) 350-4783

DATE: 7/23/2026 2:33 PM Clerk, by M. Arechiga, Deputy
 (Fecha) Clerk of Court (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
 ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
 ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
 ☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

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Attorney for Plaintiff and Proposed Class

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Case #26CV499141**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDEN McKIE, on behalf of herself and all
others similarly situated

Plaintiff,

vs.

COOKUNITY, INC.,

Defendant.

Case No. 26CV499141

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Eden McKie (“Plaintiff”), on behalf of herself and all others similarly situated, brings this action against Defendant CookUnity, Inc. (“CookUnity” or “Defendant”), and alleges the following:

INTRODUCTION

1. Plaintiff brings this action on behalf of herself, the general public, and a class of similarly situated consumers against CookUnity regarding its automatic renewal scheme with respect to its online meal delivery service, which operates as a subscription trap.

2. Defendant CookUnity operates a nationwide meal delivery service.

3. Defendant sells subscriptions of its meal delivery service via its online platform. Defendant deceives consumers into enrolling in a weekly recurring subscription by claiming that consumers can receive its meal delivery services for a low weekly rate. However, the low weekly rate applies to the first week only, and after that consumers are automatically enrolled in a recurring weekly subscription at a price that is double or more of the advertised rate. Contrary to federal and state law, the increased cost for the auto-renewed subscription is not prominently and fairly disclosed to consumers.

4. For example, if a customer orders 8 meals for the first week, they will be charged \$53.96 plus tax and a \$9.99 delivery fee. After the first week, the subscription will automatically renew at \$117.91 per week.

5. CookUnity does not provide clear and conspicuous disclosures before enrolling consumers for recurring subscriptions. Consumers like Plaintiff are being tricked into signing up for recurring plans. Consumers are then wrongly charged for recurring subscriptions.

6. In so doing, CookUnity systematically violates California’s Automatic Renewal Law (the “ARL”) and consumer protection laws.

7. On behalf of herself and the proposed class, Plaintiff seeks damages, restitution, statutory damages, attorneys' fees, and public injunctive relief, as set forth more fully below.

PARTIES

8. Plaintiff Eden McKie is a citizen and resident of San Jose, California.

9. Defendant CookUnity, Inc., is a Delaware corporation with its principal place of business in Brooklyn, New York.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to Cal. Code Civ. Proc. § 410.10 and Cal. Bus. & Prof. Code §§ 17203-17204, 17604. This action is brought as a class action on behalf of Plaintiff and Class members pursuant to Cal. Code Civ. Proc. § 382.

11. This Court has personal jurisdiction over Defendant because Defendant regularly

1 and systematically conducts business in California by marketing, selling, and delivering its meal
2 delivery subscriptions to consumers throughout the State of California, including the County of
3 Santa Clara.

4 12. Venue is proper in this Court pursuant to Cal. Code Civ. Proc. §§ 395 and 395.5
5 because Defendant regularly conduct business in this county, and unlawful acts or omissions
6 have occurred in this county.

7 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

8 **I. CALIFORNIA AUTOMATIC RENEWAL LAW**

9 13. The Automatic Renewal Law (“ARL”) is part of California’s False Advertising
10 Law. The purpose of the ARL is to “end the practice of ongoing” subscription charges “without
11 the consumers’ explicit consent.” Cal. Bus. & Prof. Code §17600. To this end, the law makes it
12 illegal for companies to charge consumers for automatically renewing subscriptions, unless the
13 company meets strict disclosure and consent requirements.

14 14. Under the ARL, a company must “present the automatic renewal offer terms or
15 continuous service offer terms in a clear and conspicuous manner before the subscription or
16 purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by
17 voice, in temporal proximity, to the request for consent to the offer.” Cal. Bus. & Prof. Code
18 §17602(a)(1).

19 15. Also, if “the offer also includes a free gift or trial, the offer shall include a clear and
20 conspicuous explanation for the price that will be charged after the trial ends or the manner in
21 which the subscription or purchasing agreement pricing will change upon conclusion of the trial.”
22 Cal. Bus. & Prof. Code §17602(a)(1).

23 16. The “automatic renewal offer terms” that must be presented include:

- 24 a. That the subscription or purchasing agreement will continue until the
25 consumer cancels.
- 26 b. The description of the cancellation policy that applies to the offer.
- 27 c. The recurring charges that will be charged to the consumer’s credit or debit
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card or payment account with a third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known.

d. The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer.

e. The minimum purchase obligation, if any.

Cal. Bus. & Prof. Code §17601(b)(1)-(5).

17. A “clear and conspicuous” disclosure “means in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code §17601(c).

18. After presenting all of this information, the company must then obtain the “customer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.” Cal. Bus. & Prof. Code §17602(a)(2).

19. The ARL also includes post-purchase acknowledgment requirements (required in addition to the pre-purchase requirements described above). Cal. Bus. & Prof. Code §17602(a)(3) & (b).

20. The ARL also requires that consumers are provided a means to cancel by using a “cost-effective, timely, and easy-to-use mechanism for cancellation.” Cal. Bus. & Prof. Code §17602(b).

II. DEFENDANT VIOLATES AUTOMATIC RENEWAL LAWS

21. CookUnity operates an online meal delivery service.

22. CookUnity sells its meal delivery service subscriptions on its website, www.cookunity.com. It offers weekly plans. All plans automatically renew.

23. The enrollment process violates California’s ARL by failing to provide conspicuous disclosure of the automatic renewal terms and by failing to obtain affirmative consent.

24. At enrollment, CookUnity does not provide clear and conspicuous disclosure of its auto-renewal subscription or obtain affirmative consent. So, when it enrolls consumers like Plaintiff in its automatically renewing subscription plans, CookUnity violates California's Automatic Renewal Law.

25. Indeed, a consumer can enroll in CookUnity's automatically renewing subscription without ever seeing any disclosures about automatic renewal. None of the required disclosures regarding auto-renewal are visible to the consumer before they place their order or pay. Instead, the disclosures are located near the bottom of the screen, hidden from view.

26. In sum, CookUnity's enrollment process through its website violates the ARL. It fails to present the terms of its automatic renewal or continuous service offer in a clear and conspicuous manner before fulfilling the subscription and in visual proximity to the request for consent to the offer.

III. PLAINTIFF McKIE'S EXPERIENCE

27. Plaintiff McKie signed up for CookUnity's meal delivery service in April 2023. Plaintiff was charged \$108.09 for 16 meals on April 17 and \$253.81 for 16 meals on April 24, 2023. She was also charged \$253.81 for 16 meals on May 1, 2023, and \$260.36 for 16 meals on May 8, 2023, after CookUnity automatically renewed her subscription.

28. At enrollment, CookUnity's website represented to plaintiff that she could purchase its meal delivery service for approximately \$6.75 per meal. CookUnity did not disclose, clearly and conspicuously or at all in visual proximity to the request for her consent, that this price applied only to the first week or that her subscription would automatically renew at a recurring rate of more than double the advertised price. Plaintiff saw and relied on CookUnity's advertised first-week price in deciding to enroll, and reasonably understood it to reflect the ongoing price of the service.

29. If Plaintiff had known that CookUnity was automatically enrolling her for recurring subscription at double the cost of the first week, she would not have purchased her initial-week food delivery subscription or would have cancelled before she was automatically charged.

1 30. Plaintiff did not expect, want, or consent to the automatic renewal of her
2 subscription, and would not have wanted the renewed weekly deliveries at the undisclosed higher
3 recurring price. The renewed deliveries were worth less to Plaintiff than the amounts CookUnity
4 charged for them.

5 31. When Plaintiff sought to cancel her CookUnity subscription, she found that
6 CookUnity did not provide a simple or direct means of doing so. Instead, to cancel, Plaintiff was
7 required to navigate a confusing, multi-step path within the CookUnity app: opening the app,
8 selecting “Account,” then “My Plan,” then “Change Plan”—a screen from which cancellation
9 was not possible—and then returning to “Account Settings,” selecting “Cancel Subscription,”
10 and only then proceeding into the cancellation flow.

11 32. Even after reaching the cancellation flow, CookUnity did not permit Plaintiff to
12 cancel in a single step. Instead, CookUnity interposed multiple retention offers between Plaintiff
13 and cancellation, requiring her to decline a retention offer, attempt to cancel, decline a further
14 retention offer, and again attempt to cancel before her cancellation was processed.

15 33. These additional steps are not necessary to effectuate cancellation. They exist to
16 obstruct and delay consumers’ ability to terminate their subscriptions, in violation of Cal. Bus.
17 & Prof. Code § 17602(d)(1), which requires that a business permitting consumers to accept an
18 automatic renewal offer online also permit them to terminate the automatic renewal exclusively
19 online, at will, and without engaging any further steps that obstruct or delay the consumer’s
20 ability to terminate immediately.

21 34. Plaintiff did not discover, and in the exercise of reasonable diligence could not have
22 discovered, that she was being overcharged until July 2023. Because CookUnity did not clearly
23 and conspicuously disclose that the advertised rate applied only to the first week, or that the
24 subscription would automatically renew at a materially higher recurring rate, Plaintiff had no
25 reason to know at the time of the initial charges that the recurring charges reflected an undisclosed
26 price increase. CookUnity’s failure to disclose this material information concealed the deceptive
27 nature of the charges from Plaintiff until she discovered the overcharge in July 2023.

35. Plaintiff's claims are timely. Plaintiff's claims under the UCL and the FAL are governed by a four-year limitations period and are brought within that period. Plaintiff's claim under the CLRA is governed by a three-year limitations period and is timely because, under the discovery rule, the limitations period did not begin to run until Plaintiff discovered the overcharge in July 2023, and because CookUnity's ongoing cancellation conduct occurred in July 2023.

36. Plaintiff faces an imminent threat of future harm. Plaintiff enjoyed CookUnity's meals and would buy a (limited term, non-renewing) subscription again if she could feel sure that Defendant would not illegally auto-renew her. But without an injunction, she cannot trust that CookUnity will comply with the ARL.

CLASS ALLEGATIONS

37. Plaintiff brings this action on behalf of herself and a Class of similarly situated persons. The Class is defined as follows:

All California consumers who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, purchased a meal delivery subscription from CookUnity, and had the subscription automatically renewed at a higher rate than the first week.

38. Excluded from the Class is Defendant, any entities in which it has a controlling interest, any of its parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case, and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including the addition of one or more subclasses, in connection with her motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

39. **Numerosity:** At this time, Plaintiff does not know the exact size of the Class; however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class members are well into the thousands, and thus are so numerous that joinder of all members is impractical. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery in the possession of the Defendant.

40. **Commonality:** There are questions of law or fact common to the Class, which

1 include, but are not limited to the following:

- 2 a. Whether during the class period, Defendant deceptively represented its
- 3 meal delivery subscriptions on cookunity.com;
- 4 b. Whether Defendant's alleged misconduct misled or had the tendency to
- 5 mislead consumers;
- 6 c. Whether Defendant engaged in unfair, unlawful, and/or fraudulent business
- 7 practices under the laws asserted;
- 8 d. Whether Defendant's alleged conduct constitutes violations of the laws
- 9 asserted;
- 10 e. Whether Plaintiff and members of the Class were harmed by Defendant's
- 11 misrepresentations;
- 12 f. Whether Plaintiff and the Class have been damaged, and if so, the proper
- 13 measure of damages; and
- 14 g. Whether an injunction is necessary to prevent Defendant from continuing
- 15 to deceptively represent the subscriptions on cookunity.com.

16 41. **Typicality:** Like Plaintiff, many other consumers subscribed to CookUnity,
 17 believing that their financial responsibility was limited to the subscription they signed up for.
 18 Plaintiff's claims are typical of the claims of the Class because Plaintiff and each Class member
 19 was injured by Defendant's false representations about the true nature of its subscription services.
 20 Plaintiff and the Class have suffered the same or similar injury as a result of Defendant's false,
 21 deceptive and misleading representations. Plaintiff's claims and the claims of members of the
 22 Class emanate from the same legal theory, Plaintiff's claims are typical of the claims of the Class,
 23 and, therefore, class treatment is appropriate.

24 42. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and
 25 has retained counsel competent and experienced in prosecuting and resolving consumer class
 26 actions. Plaintiff will fairly and adequately represent the interests of the Class and does not have
 27 any interests adverse to those of the Class.

43. **The Proposed Class Satisfies Prerequisites for Injunctive Relief.** Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in a subscription, but there is no way for her to know when or if Defendant will cease deceptively misrepresenting its subscriptions.

44. **The Proposed Class Satisfies the Prerequisites for Damages.** The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of monetary, injunctive, and equitable relief at issue for each individual Class member.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF **Violation of the False Advertising Law- Automatic Renewal Law (On Behalf of Plaintiff and the Class)**

45. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully restated herein.

46. The FAL authorizes a private right of action for any violation of Chapter 1, including the ARL. *See* Cal. Bus. & Prof. Code § 17535 (actions can be brought by “any person who has suffered injury in fact and has lost money or property as a result of a violation of this chapter”); § 17602 (ARL); *see Arnold v. Hearst Magazine Media, Inc.*, No. 3:19-cv-01969-WQH-MDD, 2021 WL 488343, at *6 (S.D. Cal. Feb. 10, 2021) (explaining how the FAL authorizes a private right of action under the ARL).

47. Defendant has violated Sections 17500 and 17602 of the Business and Professions Code.

48. Defendant violated Section 17500 of the Business and Professions Code by

1 disseminating misleading advertisements concerning the automatically renewing nature of its
2 plans. As alleged in detail above, Defendant's advertising of the CookUnity subscription plans
3 (and its failure to display ARL compliant disclosures with those advertisements) misleads
4 reasonable consumers about the automatically renewing nature of the plans.

5 49. The same behavior violates Section 17602 of the Business and Professions Code
6 (the ARL). As alleged in detail above, Defendant violated the ARL by failing to present the terms
7 of its automatic renewal or continuous service offer in a clear and conspicuous manner before
8 fulfilling the subscription and in visual proximity to the request for consent to the offer.

9 50. Defendant also violated the ARL by charging Plaintiff and class members for
10 automatic renewals or continuous service without first obtaining the consumer's affirmative
11 consent to the agreement containing the automatic renewal offer terms or continuous offer terms.

12 51. Defendant also violated Section 17602(d)(1) of the ARL, which provides that "a
13 business that allows a consumer to accept an automatic renewal or continuous service offer online
14 shall allow a consumer to terminate the automatic renewal or continuous service exclusively
15 online, at will, and without engaging any further steps that obstruct or delay the consumer's
16 ability to terminate the automatic renewal or continuous service immediately." As alleged above,
17 Defendant obstructed and delayed Plaintiff's ability to terminate her subscription by requiring
18 her to navigate a confusing, multi-step cancellation path and to decline repeated retention offers
19 before her cancellation would be processed.

20 52. Defendant knew or reasonably should have known that its violations are misleading
21 to reasonable consumers.

22 53. Plaintiff relied upon Defendant's misleading representations and omissions, as
23 detailed above. Defendant's misrepresentations were a substantial factor in Plaintiff's purchase
24 decision. If she had known about the automatic renewal scheme, she would not have purchased
25 her initial weekly subscription plan.

26 54. In addition, class-wide reliance can be inferred because Defendant's
27 misrepresentations and omissions were material, i.e., a reasonable consumer would consider
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1 them important in deciding whether to buy Defendant's subscriptions.

2 55. Defendant's violations were a substantial factor and proximate cause of economic
3 harm to Plaintiff and class members.

4 56. The ARL provides that, in any case in which a business sends any goods, wares,
5 merchandise, or products to a consumer under a continuous service agreement or automatic
6 renewal of a purchase without first obtaining the consumer's affirmative consent as described in
7 Cal. Bus. & Prof. Code § 17602, the goods, wares, merchandise, or products shall be deemed an
8 unconditional gift to the consumer, who may use or dispose of the same in any manner the
9 consumer sees fit without any obligation whatsoever on the consumer's part to the business,
10 pursuant to Cal. Bus. & Prof. Code § 17603.

11 57. As alleged herein, CookUnity shipped recurring weekly meal deliveries to Plaintiff
12 and members of the Class under an automatically renewing subscription without first obtaining
13 their affirmative consent to the automatic renewal offer terms in the manner required by the ARL,
14 including by failing to present the automatic renewal offer terms clearly and conspicuously and
15 in visual proximity to the request for consent, and by failing to disclose that the advertised first-
16 week rate would increase upon renewal.

17 58. Because CookUnity shipped these recurring meal deliveries without first obtaining
18 ARL-compliant affirmative consent, those deliveries are deemed unconditional gifts to Plaintiff
19 and members of the Class under Cal. Bus. & Prof. Code § 17603. Plaintiff and members of the
20 Class were therefore under no obligation to pay for those deliveries, and CookUnity was not
21 entitled to charge them. CookUnity's retention of the amounts it charged for those deliveries is
22 unlawful and supports Plaintiff's and the Class's claims for restitution and restitutionary
23 disgorgement.

24 **SECOND CLAIM FOR RELIEF**
25 **Violation of California's Unfair Competition Law**
26 **(Cal. Bus. & Prof. Code § 17200, et seq.)**
(On Behalf of Plaintiff and the Class)

27 59. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully
28

1 restated here.

2 60. CookUnity’s conduct described herein violates the Unfair Competition Law
3 (“UCL”), codified at California Business and Professions Code section 17200, et seq.

4 61. The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose
5 is to protect both consumers and competitors by promoting fair competition in commercial
6 markets for goods and services. In service of that purpose, the Legislature framed the UCL’s
7 substantive provisions in broad, sweeping language.

8 62. The UCL imposes strict liability. Plaintiff need not prove that CookUnity
9 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but
10 only that such practices occurred.

11 63. A business act or practice is “unfair” under the UCL if it offends an established
12 public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to
13 consumers, and that unfairness is determined by weighing the reasons, justifications, and motives
14 of the practice against the gravity of the harm to the alleged victims.

15 64. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
16 members of the public.

17 65. A business act or practice is “unlawful” under the UCL if it violates any other law
18 or regulation.

19 66. CookUnity committed unfair and fraudulent business acts and practices in violation
20 of Cal. Bus. & Prof. Code § 17200, et seq., by representing that consumers could obtain its meal
21 delivery service at a low advertised weekly rate, while failing to disclose clearly and
22 conspicuously that the advertised rate applied only to the first week and that the subscription
23 would automatically renew at a materially higher recurring rate, as described herein.

24 67. CookUnity also committed unlawful business acts and practices as defined by the
25 UCL by violating multiple provisions of California’s Automatic Renewal Law (“ARL”),
26 specifically Cal. Bus. & Prof. Code § 17602(a)(1), which requires that automatic renewal offer
27 terms be presented clearly and conspicuously and in visual proximity to the request for consent,
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1 and § 17602(a)(2), which requires that the business obtain the consumer’s affirmative consent to
2 the agreement containing the automatic renewal offer terms before charging the consumer.
3 CookUnity violated these provisions by failing to disclose the recurring charge and the change
4 in price after the first week, and by enrolling consumers in automatically renewing subscriptions
5 without their affirmative consent to those terms. CookUnity also violated § 17602(d)(1), which
6 requires a business that permits consumers to accept an automatic renewal offer online to permit
7 termination exclusively online, at will, and without further steps that obstruct or delay the
8 consumer’s ability to terminate immediately, by requiring consumers to navigate a confusing,
9 multi-step cancellation path and to decline repeated retention offers before their cancellations
10 would be processed.

11 68. Defendant’s acts and practices offend an established public policy of truthful
12 advertising in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous
13 activities that are substantially injurious to consumers.

14 69. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices.
15 There were reasonably available alternatives to further Defendant’s legitimate business interests,
16 other than the misleading and deceptive conduct described herein. There is no public utility to
17 illegal automatic renewal practices. This injury was not outweighed by any countervailing
18 benefits to consumers or competition. Illegal auto-renewal practices only injure healthy
19 competition and harm consumers.

20 70. Defendant’s conduct also constitutes an “unlawful” act under the UCL because, as
21 detailed in Plaintiff’s Third Claim for Relief below, it also constitutes a violation of sections
22 1770(a)(5) and (a)(9) of the California Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code
23 section 1750, et seq., as set forth more fully below.

24 71. CookUnity’s conduct also constitutes an “unlawful” act under the UCL because it
25 constitutes a violation of the Restore Online Shopper’s Confidence Act (“ROSCA”), 15 U.S.C.
26 §§ 8401–8405. Specifically, CookUnity used ““negative option”” sales [that] took advantage of
27 consumers’ expectations.” *Id.*, § 8401(8). Moreover, CookUnity violated ROSCA by using a
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1 negative option feature that (1) did not provide text that clearly and conspicuously discloses all
2 material terms of the transaction before obtaining the consumer's billing information; and (2) did
3 not obtain the consumer's express informed consent before charging the consumer's credit card,
4 debit card, bank account, or other financial account for products or services through such
5 transaction. *Id.*, § 8403(1), (2).

6 72. CookUnity's business practices have misled Plaintiff and the proposed Class and,
7 unless enjoined, will continue to mislead them in the future.

8 73. Plaintiff relied on Defendant's misrepresentations in choosing to purchase a
9 CookUnity meal delivery subscription.

10 74. By advertising a low weekly rate without clearly and conspicuously disclosing that
11 the rate would automatically increase upon renewal, CookUnity deceived Plaintiff and Class
12 members into making purchases they otherwise would not have made.

13 75. As a direct and proximate result of Defendant's unfair, fraudulent, and unlawful
14 practices, Plaintiff and Class members suffered and will continue to suffer actual damages.
15 Defendant's fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and Class
16 members that they will be deceived. Plaintiff desire to conduct further business with Defendant
17 but cannot rely on CookUnity's representations unless an injunction is issued.

18 76. As a result of its unfair, fraudulent, and unlawful conduct, CookUnity has been
19 unjustly enriched and should be required to disgorge its unjust profits and make restitution to
20 Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

21 77. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff and the
22 members of the Class, on behalf of the general public, seek an order of this Court enjoining
23 Defendant from continuing to engage, use, or employ their unfair, unlawful, and fraudulent
24 practices.

25 78. Plaintiff has no adequate remedy at law in part because CookUnity's conduct is
26 continuing. Plaintiff therefore seek an injunction on behalf of the general public to prevent
27 Defendant from continuing to engage in the deceptive and misleading practices described herein.
28

THIRD CLAIM FOR RELIEF
Violation of California’s Consumer Legal Remedies Act (“CLRA”)
(Cal. Civ. Code § 1750, et seq.)
(On behalf of Plaintiff and the Class)

79. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully restated here.

80. This cause of action is brought pursuant to the Consumer Legal Remedies Act (“CLRA”), California Civil Code section 1750, et seq. Plaintiff and each member of the proposed Class are “consumers” as defined by California Civil Code section 1761(d).

81. Defendant’s sale of its meal delivery subscription services to consumers were “transactions” within the meaning of California Civil Code section 1761(e).

82. The CookUnity meal delivery subscriptions purchased by Plaintiff and the Class are “goods” within the meaning of California Civil Code section 1761(a).

83. Defendant violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code section 1770(a) in transactions with Plaintiff and the Class which were intended to result in and did result in the sale of CookUnity meal delivery subscriptions: (i) “[r]epresenting that goods or services have . . . characteristics . . . that they do not have,” Cal. Civ. Code § 1770(a)(5); “[a]dvertising goods or services with intent not to sell them as advertised,” Cal. Civ. Code § 1770(a)(9).

84. Specifically, as alleged herein, CookUnity has represented and continues to represent that consumers may obtain its meal delivery service at a low advertised weekly price, when in fact that price applies only to the first week and the subscription automatically renews at a substantially higher recurring rate that CookUnity does not clearly and conspicuously disclose. Moreover, CookUnity has misrepresented and continues to misrepresent that consumers who follow its instructions for cancelling their subscriptions will indeed have their subscriptions cancelled.

85. CookUnity has directed and does direct these misrepresentations at consumers before purchase through marketing communications.

1 86. CookUnity directs these representations at consumers before purchase through its
2 online advertising, online website, and enrollment flow, at the point when consumers decide
3 whether to subscribe.

4 87. At no time before enrollment does CookUnity clearly and conspicuously disclose
5 that the advertised rate is a first-week rate only and that the subscription will renew at a higher
6 price; it conceals and fails to disclose this material information. Nor does CookUnity at any time
7 disclose its true cancellation practices, it repeatedly conceals and misrepresents this material
8 information.

9 88. CookUnity continues to violate the CLRA and continues to injure the public by
10 misleading consumers about the recurring price of its subscriptions and its cancellation policies.
11 Accordingly, Plaintiff seeks injunctive relief on behalf of the general public to prevent
12 CookUnity from continuing to engage in these deceptive and illegal practices. Otherwise,
13 Plaintiff, the Class members, and members of the general public may be irreparably harmed or
14 denied an effective and complete remedy if such an order is not granted.

15 89. In accordance with California Civil Code section 1780(a), Plaintiff and the Class
16 members seek injunctive and equitable relief on behalf of the general public for violations of the
17 CLRA, including restitution and disgorgement.

18 90. Pursuant to section 1782(a) of the CLRA, Plaintiff's counsel notified Defendant in
19 writing by certified mail of the particular violations of section 1770 of the CLRA and demanded
20 that it both rectify the problems associated with the actions detailed above and give notice to all
21 affected consumers of Defendant's intent to act. If Defendant fails to respond to Plaintiff's letter
22 or fails to agree to rectify the problems associated with the actions detailed above and give notice
23 to all affected consumers within thirty days of the date of written notice, as proscribed by section
24 1782, Plaintiff will move to amend her Complaint to pursue claims for actual, punitive, and
25 statutory damages, as appropriate, against Defendant. However, as to this cause of action, at this
26 time, Plaintiff seeks only injunctive relief.

27 ///

FOURTH CLAIM FOR RELIEF
False and Misleading Advertising
(Bus. & Prof. Code §§ 17500, et seq.)
(On Behalf of Plaintiff and the Class)

91. Plaintiff hereby incorporates by reference the preceding paragraphs if fully restated here.

92. California law applies to the class because California has a significant interest in regulating the conduct of businesses operating within its borders.

93. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code section 17500, states that “[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading”

94. Defendant’s material misrepresentations and omissions alleged herein violate Business and Professions Code section 17500.

95. Defendant knew or should have known that its misrepresentations and omissions were false, deceptive, and misleading.

96. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiff and the members of the Class, on behalf of the general public, seek an order of this Court enjoining Defendant from continuing to engage, use, or employ their deceptive practices.

97. Further, Plaintiff requests an order awarding Plaintiff and class members restitution of the money wrongfully acquired by Defendant by means of said misrepresentations.

98. Additionally, Plaintiff and the Class members seek an order requiring Defendant to pay attorneys’ fees pursuant to California Civil Code section 1021.5.

///

FIFTH CLAIM FOR RELIEF
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Class)

99. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

100. Plaintiff, individually and on behalf of the Classes, asserts a common law claim for unjust enrichment. This claim is brought solely in the alternative to Plaintiff's statutory claims. In such circumstances, unjust enrichment will dictate that Defendant disgorge all improperly assessed fees. Also, if claims are deemed not to be covered by the contract—for example, if Defendant has violated state and federal law, but in such a way that it does not violate the contract, then unjust enrichment will require disgorgement of all improperly assessed subscription fees.

101. By means of Defendant's wrongful conduct alleged herein, Defendant knowingly (1) assessed recurring meal delivery subscription fees upon Plaintiff and the members of the Class at rates that were not clearly and conspicuously disclosed and (2) assessed meal delivery subscription fees upon Plaintiff and the members of the Class that cancelled their meal delivery subscriptions. These charges are unfair, unconscionable, and oppressive.

102. Defendant has unjustly retained a benefit in the form of improper meal delivery subscription fees to the detriment of Plaintiff and the members of the Classes.

103. Defendant has retained this benefit through its fee maximization scheme, and such retention violates fundamental principles of justice, equity, and good conscience.

104. Defendant should not be allowed to profit or enrich itself inequitably and unjustly at the expense of Plaintiff and the members of the Class and should be required to make restitution to Plaintiff and the members of the Classes.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the members of the Class seek an Order:

1. Certifying the proposed Class;

2. Declaring that Defendant is financially responsible for notifying the Class members of the pendency of this suit;
3. Declaring the Defendant has committed the violations of law alleged herein;
4. Providing for any and all injunctive relief the Court deems appropriate;
5. Awarding statutory damages in the maximum amount for which the law provides;
6. Awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount that the Court or jury will determine, in accordance with applicable law;
7. Providing for any and all equitable monetary relief the Court deems appropriate;
8. Awarding punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;
9. Awarding Plaintiff his reasonable costs and expenses of suit, including attorneys' fees;
10. Awarding pre- and post-judgment interest to the extent the law allows; and
11. Providing such further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: June 19, 2026

KALIELGOLD PLLC

By: 
Jeffrey D. Kaliel
Sophia Goren Gold
Amanda J. Rosenberg

Attorneys for Plaintiff and the Proposed Class

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Sophia Goren Gold FIRM NAME: KalieGold PLLC STREET ADDRESS: 490 43rd Street, No. 122 CITY: Oakland TELEPHONE NO.: (202) 350-4783 EMAIL ADDRESS: sgold@kaliegold.com ATTORNEY FOR (name): Plaintiff, Eden McKie		STATE BAR NUMBER: 307971 STATE: CA ZIP CODE: 94609 FAX NO.:		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 7/23/2026 2:33 PM Reviewed By: M. Arechiga Env. #24555016 - Case #26CV499141	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court					
CASE NAME: McKIE v. COOKUNITY, INC.					
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000)			☐ Limited (Amount demanded is \$35,000 or less)		
☐ Counter			☐ Joinder		
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			CASE NUMBER: 26CV499141		
JUDGE:			DEPT.:		

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Asbestos

- ☐ Asbestos (04)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☒ Business tort/Unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Employment Development Department (EDD)

- ☐ EDD decision review (48)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.404)**

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Comprehensive groundwater adjudication (47)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (*not specified above*) (43)



2. Is this case complex under rule 3.400 of the California Rules of Court? ☒ Yes ☐ No

If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. ☒ Substantial amount of documentary evidence
- d. ☐ Large number of witnesses
- e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply):

- a. ☒ monetary
- b. ☒ nonmonetary; declaratory or injunctive relief
- c. ☒ punitive

4. Number of causes of action (specify): (1) Violation of False Advertising Law-Automatic Renewal; (2) Violation of California's Unfair Competition Law; (3) Violation of Cal.'s Consumer Legal Remedies Act;

5. Is this case a class action suit? ☒ Yes ☐ No (4) False and Misleading Advertising; (5) Unjust Enrichment

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 19, 2026

SOPHIA GOREN GOLD

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/
Wrongful Death
Uninsured Motorist (46) *(if the case involves
an uninsured motorist claim subject to
arbitration, check this item instead of Auto)*

Asbestos

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death

Other PI/PD/WD (Personal Injury/**Property Damage/Wrongful Death) Tort**

Product Liability *(not asbestos or toxic/
environmental)* (24)

Medical Malpractice (45)
Medical Malpractice—Physicians &
Surgeons

Other Professional Health Care
Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g.,
assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest)
(not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not
medical or legal)*

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not
unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff
(not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book
accounts) (09)
Collections Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally
complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent
domain, landlord-tenant, or
foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs,
check this item; otherwise, report as
Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition re Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case
Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Employment Development Department (EDD)

EDD Decision Review (48) *(if the case
involves an Employment Development
Department decision, check this item
instead of Wrongful Termination or Other
Employment)*

**Provisionally Complex Civil Litigation (Cal.
Rules of Court, rules 3.400–3.403)**

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Comprehensive Groundwater Adjudication
(47)
Insurance Coverage Claims *(arising from
provisionally complex case type listed
above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic
relations)*
Sister-State Judgment
Administrative Agency Award *(not unpaid
taxes)*
Petition/Certification of Entry of Judgment
on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only Injunctive Relief
Only *(non-harassment)*
Mechanic's Lien
Other Commercial Complaint Case *(non-
tort/non-complex)*
Other Civil Complaint *(non-tort/non-
complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDEN McKIE, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

COOKUNITY INC.

Defendant.

Case No. 26CV499141

**DECLARATION OF SOPHIA GOREN
GOLD REGARDING PROPER VENUE
UNDER THE CONSUMERS LEGAL
REMEDIES ACT
[Cal. Civil Code § 1780(d)]**

DECLARATION OF SOPHIA GOREN GOLD

I, Sophia Goren Gold, declare as follows:

1. I am an attorney of law and partner of the law firm KalienGold PLLC. I have personal knowledge of the matters stated herein except those matters stated on information and belief, which I believe to be true.

2. I am one of the attorneys representing Plaintiff in the above-captioned action and submit this declaration pursuant to California Civil Code § 1780(d).

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
191 N. FIRST STREET
SAN JOSE, CA 95113-1090**

Filed
August 7, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
26CV499141
By: RTien 

TO: FILE COPY

RE: **Eden McKie vs CookUnity, Inc. (Class Action)**
CASE NUMBER: **26CV499141**

**ORDER DEEMING CASE COMPLEX AND STAYING DISCOVERY
AND RESPONSIVE PLEADING DEADLINE**

WHEREAS, the Complaint was filed by **Eden McKie** ("Plaintiff") in the Superior Court of California, County of Santa Clara, on **07/23/2026** and assigned to **Department 19** (Complex Civil Litigation), the **Honorable Theodore C Zayner** presiding, pending a ruling on the complexity issue;

IT IS HEREBY ORDERED that:

The Court determines that the above-referenced case is complex within the meaning of California Rules of Court 3.400. The matter remains assigned, for all purposes, including discovery and trial, to **Department 19** (Complex Civil Litigation), the **Honorable Theodore C Zayner** presiding.

The parties are directed to the Court's local rules and guidelines regarding electronic filing and to the Complex Civil Guidelines, which are available on the Court's website.

Pursuant to California Rules of Court, Rule 3.254, the creation and maintenance of the Master Service List shall be under the auspices of (1) Plaintiff **Eden McKie** as the first-named party in the Complaint, and (2) the first-named party in each Cross-Complaint, if any.

Pursuant to Government Code section 70616(b), each party's complex case fee is due within ten (10) calendar days of this date.

Plaintiff shall serve a copy of this Order on all parties forthwith and file a proof of service within seven (7) days of service.

Any party objecting to the complex designation must file an objection and proof of service within ten (10) days of service of this Order. Any response to the objection must be filed within seven (7) days of service of the objection. The Court will make its ruling on the submitted pleadings.

The Case Management Conference remains set for **11/25/2026** at 2:31 p.m. in **Department 5**.

Counsel for all parties are ordered to meet and confer in person or via video conference at least 15 days prior to the First Case Management Conference and discuss the following issues:

1. Issues related to recusal or disqualification;

2. Issues of law that, if considered by the Court, may simplify or further resolution of the case, including issues regarding choice of law;
3. Appropriate alternative dispute resolution (ADR), for example, mediation, mandatory settlement conference, arbitration, mini-trial;
4. A plan for preservation of evidence and a uniform system for identification of documents throughout the course of this litigation;
5. A plan for document disclosure/production and additional discovery; which will generally be conducted under court supervision and by court order;
6. Whether it is advisable to address discovery in phases so that information needed to conduct meaningful ADR is obtained early in the case (counsel should consider whether they will stipulated to limited merits discovery in advance of certification proceedings), allowing the option to complete discovery if ADR efforts are unsuccessful;
7. Any issues involving the protection of evidence and confidentiality;
8. The handling of any potential publicity issues;

Counsel for Plaintiff is to take the lead in preparing a Joint Case Management Conference Statement to be filed 5 calendar days prior to the First Case Management Conference, and include the following:

1. a brief objective summary of the case;
2. a summary of any orders from prior case management conferences and the progress of the parties' compliance with said orders;
3. significant procedural and practical problems that may likely be encountered;
4. suggestions for efficient management, including a proposed timeline of key events; and
5. any other special consideration to assist the court in determining an effective case management plan.

To the extent the parties are unable to agree on the matters to be addressed in the Joint Case Management Conference Statement, the positions of each party or of various parties should be set forth separately and attached to this report as addenda. The parties are encouraged to propose, either jointly or separately, any approaches to case management they believe will promote the fair and efficient handling of this case. The Court is particularly interested in identifying potentially dispositive or significant threshold issues the early resolution of which may assist in moving the case toward effective ADR and/or a final disposition.

STAY ON DISCOVERY AND RESPONSIVE PLEADING DEADLINE Pending further order of this Court, the service of discovery and the obligation to respond to any outstanding discovery is stayed. However, Defendant(s) shall file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance shall be without prejudice to the later filing of a motion to quash to contest jurisdiction. Parties shall not file or serve responsive pleadings, including answers to the complaint, motions to strike, demurrers, motions for change of venue and cross-complaints until a date is set at the First Case Management Conference for such filings and hearings.

This Order is issued to assist the Court and the parties in the management of this "Complex" case through the development of an orderly schedule for briefing and hearings. This Order shall not preclude the

parties from continuing to informally exchange documents that may assist in their initial evaluation of the issues presented in this Case.

Plaintiff shall serve a copy of this Order on all the parties in this matter forthwith.

SO ORDERED.

Date: July 31, 2026

A handwritten signature in black ink, appearing to read 'T. Zayner', written over a horizontal line.

Hon. **Theodore C Zayner**
Judge of the Superior Court

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line, (408) 882-2690 or the Voice/TDD California Relay Service, (800) 735-2922.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address): Sophia G. Gold SBN: 307971 KALIEL GOLD PLLC 1100 15th Street NW, 4th Floor 4th Washington, DC 20009 TELEPHONE NO.: (202) 350-4783 FAX NO. (424) 342-4129 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff: EDEN McKIE, on behalf of herself and all others similarly situated		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 9/21/2026 3:57 PM Reviewed By: S. Rodriguez Env. #25255300 - Case #26CV499141
SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST ST. MAILING ADDRESS: CITY AND ZIP CODE: SAN JOSE, CA 95113 BRANCH NAME: SANTA CLARA		
PLAINTIFF: EDEN McKIE, on behalf of herself and all others similarly situated DEFENDANT: COOKUNITY, INC.		CASE NUMBER: 26CV499141
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.: McKee v. CookUnity, Inc.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

- a. ☒ Summons
- b. ☒ Complaint
- c. ☐ Alternative Dispute Resolution (ADR) package
- d. ☒ Civil Case Cover Sheet (served in complex cases only)
- e. ☐ Cross-complaint
- f. ☒ other (specify documents): **DECLARATION OF SOPHIA GOREN GOLD REGARDING PROPER VENUE REMEDIES ACT; ORDER DEEMING CASE COMPLEX AND STAYING DISCOVERY AND RESPONSIVE PLEADING DEADLINE.**

3. a. Party served (specify name of party as shown on documents served):

CookUnity, Inc.

- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):

Diana A. - Authorized to Accept

4. Address where the party was served: **630 Flushing Avenue, 3rd Floor
Brooklyn, NY 11206**

5. I served the party (check proper box)

- a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **9/4/2026** (2) at (time): **3:49 PM**

- b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):

- (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
- (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
- (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
- (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: EDEN MCKIE, on behalf of herself and all others similarly situated

CASE NUMBER

RESPONDENT: COOKUNITY, INC.

26CV499141

- c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **CookUnity, Inc.**
under the following Code of Civil Procedure section:

- | | |
|---|---|
| ☒ 416.10 (corporation) | ☐ 415.95 (business organization, form unknown) |
| ☐ 416.20 (defunct corporation) | ☐ 416.60 (minor) |
| ☐ 416.30 (joint stock company/association) | ☐ 416.70 (ward or conservatee) |
| ☐ 416.40 (association or partnership) | ☐ 416.90 (authorized person) |
| ☐ 416.50 (public entity) | ☐ 415.46 (occupant) |
| | ☐ other: |

7. Person who served papers

- a. Name: **Nimer Abderrahman - Apex Legal Services**
- b. Address: **611 Wilshire Boulevard, Ste 700 Los Angeles, CA 90017**
- c. Telephone number: **(213) 488-1500**
- d. The fee for service was: **\$.00**
- e. I am:

- (1) ☒ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.: **2105973-DCA**
- (iii) County:

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: **9/11/2026**

Apex Legal Services
611 Wilshire Boulevard, Ste 700
Los Angeles, CA 90017
(213) 488-1500



Nimer Abderrahman

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

► */s/ Nimer Abderrahman*

(SIGNATURE)

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