

Alex Terepka (SBN 288243)
alex@wtlaw.com
WATSTEIN TEREKPA LLP
515 South Flower Street, 19th Floor
Los Angeles, California 90071
Telephone: (213) 839-3317

Attorney for Defendant Hairmax International, LLC

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SILVIA GARCIA, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

**HAIRMAX INTERNATIONAL,
LLC**, a Florida entity, d/b/a
WWW.HAIRMAX.COM,

Defendant.

CASE NO.: '25CV2790 JO SBC

(Removed from the Superior Court of
the State of California for the County of
San Diego, Case No. 25CU046605C)

**NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C.
§§ 1332(d), 1441, and 1446**

Superior Court Complaint Filed:
September 3, 2025

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF CALIFORNIA:**

Under 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Hairmax International, LLC hereby removes to this Court the above-styled action, pending as Case No. 25CU046605C in the Superior Court for the State of California for the County of San Diego. Removal is based upon diversity jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d). As grounds for removal of this action pursuant to 28 U.S.C. § 1446(a), Defendant states as follows:

STATEMENT OF JURISDICTION

1. Removal of this action is proper because this Court has original jurisdiction over this action under the Class Action Fairness Act of 2005 (“CAFA”). *See* 28 U.S.C. § 1332(d). CAFA grants district courts original jurisdiction over civil class actions filed under federal or state law in which there is minimal diversity, there are 100 or more putative class members, and where the amount in controversy for the putative class members in the aggregate exceeds \$5,000,000, exclusive of interest and costs. CAFA authorizes the removal of such actions pursuant to 28 U.S.C. § 1446. *See* 28 U.S.C. § 1453(b).

2. A notice of removal need only “contain[] a short and plain statement of the grounds for removal.” *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 83 (2014). “Congress, by borrowing the familiar ‘short and plain statement’ standard from Rule 8(a), intended to ‘simplify the ‘pleading’ requirements for removal” and to clarify that courts should ‘apply the same liberal rules [to removal allegations] that are applied to other matters of pleading.’” *Id.* at 87 (citing H.R. Rep. No. 100-889, p. 71). “[E]vidence establishing the amount [in controversy] is required” only if “a plaintiff challenges the defendant’s asserted amount in controversy.” *Lopez v. Gen. Dynamics Info. Tech.*, 2025 WL 2308098, at *2 (S.D. Cal. Aug. 11, 2025) (quoting *Owens* at 89). “In such a case, both sides submit proof and the court decides, by a preponderance of the evidence, whether the amount-in-controversy requirement has been satisfied.” *Id.* (quoting *Owens* at 88).

3. As set forth below, this case meets all of CAFA’s requirements for removal.

STATE COURT ACTION

4. On September 3, 2025, Plaintiff filed a complaint asserting claims under the California Consumer Legal Remedies Act (Cal. Civil Code § 1750 *et seq.*), California False Advertising Law (Cal. Business & Professions Code § 17500 *et seq.*), and California Unfair Competition Law (Cal. Business & Professions Code § 17200,

1 *et seq.*) in the San Diego County Superior Court against Defendant entitled: *Silvia*
2 *Garcia, individually and on behalf of all other similarly situated, Plaintiff, v. Hairmax*
3 *International, LLC, a Florida entity, d/b/a www.hairmax.com, Defendant, Case No.*
4 *25CU046605C* (“State Court Action”). A true and correct copy of the Complaint filed
5 in the State Court Action is attached as **Exhibit 1**.

6 5. Defendant removes this case to federal court by this Notice.

7 6. In the Complaint, Plaintiff seeks recovery for statutory and punitive
8 damages; all available declaratory, legal, and equitable relief, including injunctive
9 relief; attorneys’ fees and costs as allowed by law; as well as an order certifying that
10 the action be maintained as a class action, that Plaintiff be designated as the class
11 representative, and that her counsel be designated as class counsel; as well as any and
12 all other relief at law or equity that may be appropriate. Compl. at 20. Plaintiff’s
13 complaint alleges millions in damages and attorneys’ fees on behalf of the putative
14 class. Plaintiff claims that Defendant made unlawful automatic renewal offers to
15 Plaintiff and other consumers by failing to provide mandated pre-transaction
16 disclosures and failing to provide post-transaction acknowledgments containing the
17 cancellation policy and the means of cancellation. Based on this, Plaintiff seeks to
18 represent the following class:

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

23 7. Defendant denies all of Plaintiff’s alleged claims, denies any
24 wrongdoing, and denies that Plaintiff is entitled to any relief. Defendant reserves all
25 defenses in this Court, including those of personal jurisdiction and venue, and further
26 reserves its right to move to dismiss the Complaint on those grounds, among others.

1 8. Considering the scope of Defendant’s business and its California sales,
2 the amount Plaintiff has alleged with her class allegations exceeds CAFA’s \$5 million
3 amount in controversy threshold. Defendant earns millions in annual California online
4 sales, easily satisfying CAFA’s \$5 million amount-in-controversy. Plaintiff also seeks
5 punitive damages, which further multiply the amount in controversy. *State Farm Mut.*
6 *Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 425 (2003) (acknowledging that single-digit
7 multipliers for punitive damages are permissible). And Plaintiff’s demand for attorney
8 fees likewise increases the amount in controversy. *Staton v. Boeing Co.*, 327 F.3d 938,
9 968 (9th Cir. 2003) (“This Circuit has established 25% of the common fund as a
10 benchmark award for attorney fees[.]”).

11 **TIMELINESS OF REMOVAL**

12 9. This Notice is timely under 28 U.S.C. § 1446(b). Defendant was served
13 on September 18, 2025. Excluding the day of service, the 30th day after September
14 18, 2025 was Saturday, October 18, 2025; under Fed. R. Civ. P. 6(a)(1)(C), the period
15 extended to Monday, October 20, 2025, the date Defendant filed this Notice. *Murphy*
16 *Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999) (holding the
17 thirty-day removal period runs from completing service of process); Fed. R. Civ. P.
18 6(a)(1)(C) (stating that “if the last day” of a statutory time limit “is a Saturday, Sunday,
19 or legal holiday, the period continues to run until the end of the next day that is not a
20 Saturday, Sunday, or legal holiday”); *Despres v. Ampco-Pittsburgh Corp.*, 577 F.
21 Supp. 2d 604, 609 (D. Conn. 2008) (citing Rule 6 computational rules and finding
22 removal made on following weekday timely where removal deadline fell on weekend).

23 10. A true and correct copy of proof of service filed in the State Court Action
24 is included within **Exhibit 2**, the State Court docket.

25 **PROCEDURAL PREREQUISITES**

26 11. The remainder of the documents in the State Court Action are also filed
27 contemporaneously herewith.

1 12. Under 28 U.S.C. § 1446(d), a removal notice, together with a copy of this
 2 Notice of Removal, will be filed with the clerk of the San Diego County Superior
 3 Court and will be served on Plaintiff.

4 13. Defendant is filing a Civil Cover Sheet and a Notice of Interested
 5 Parties/Corporate Disclosure Statement concurrently with this Notice of Removal.

6 14. Removal to this Court is proper pursuant to 28 U.S.C. §§ 1441 and 1446
 7 because the State Court Action is currently pending in a state court located in this
 8 district and division.

9 15. By filing this Notice of Removal, Defendant does not waive, either
 10 expressly or implicitly, its right to assert any defense which it could have asserted in
 11 the San Diego County Superior Court or this Court, including that it is not subject to
 12 personal jurisdiction in California.

13 **GROUND FOR REMOVAL**

14 16. The Court has original jurisdiction in this case under 28 U.S.C. § 1332(d),
 15 and thus removal is appropriate under 28 U.S.C. §§ 1441 and 1446.

16 17. 28 U.S.C. § 1332(d) provides, in relevant part:

17 The district courts shall have original jurisdiction of any civil action
 18 in which the matter in controversy exceeds the sum or value of
 19 \$5,000,000, exclusive of interest and costs, and is a class action in
 20 which—

21 (A) any member of a class of plaintiffs is a citizen of a State
 22 different from any defendant . . .

23 18. CAFA requires the existence of at least 100 members in Plaintiff's
 24 putative class. 28 U.S.C. § 1332(d)(5)(B).

25 19. "To remove a case from a state court to a federal court, a defendant must
 26 file in the federal forum a notice of removal 'containing a short and plain statement of
 27 the grounds for removal.'" *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S.
 28 81, 83 (2014) (quoting 28 U.S.C. § 1446(a)). This statement "need not contain

1 evidentiary submissions.” *Id.* “Congress, by borrowing the familiar “short and plain
 2 statement” standard from Rule 8(a), intended to “simplify the ‘pleading’ requirements
 3 for removal” and to clarify that courts should ‘apply the same liberal rules [to removal
 4 allegations] that are applied to other matters of pleading.” *Id.* at 87 (citing H.R. Rep.
 5 No. 100-889, p. 71).

6 20. “In sum, as specified in § 1446(a), a defendant’s notice of removal need
 7 include only a plausible allegation that the amount in controversy exceeds the
 8 jurisdictional threshold.” *Id.* at 89. “Because Congress enacted CAFA to facilitate
 9 adjudication of certain class actions in federal court, ‘no antiremoval presumption
 10 attends cases invoking CAFA.’” *Monzon v. Chef’s Warehouse*, 2025 WL 819053, at
 11 *1 (C.D. Cal. Jan. 3, 2025) (quoting *Dart Cherokee Basin Operating Co.* at 89).

12 21. First, minimal diversity of citizenship exists in this case. Upon
 13 information and belief, Plaintiff is a citizen of California and is domiciled there.
 14 Compl. ¶ 3. “The citizenship of limited liability companies for purposes of diversity
 15 jurisdiction is determined by examining the citizenship of each of their members.”
 16 *Bender v. Yates*, 2023 WL 2583277, at *1 (S.D. Cal. Mar. 17, 2023). Defendant
 17 Hairmax International, LLC has one sole LLC member, Brooke Development, LLC.
 18 Brooke Development, LLC has two members who are both individuals domiciled in
 19 Arkansas. 28 U.S.C. § 1332(d)’s minimal diversity requirement is therefore met
 20 because “any member of a class of plaintiffs is a citizen of a State different from any
 21 defendant.” 28 U.S.C. §§ 1332(d)(2)(A), 1453(b); *Serrano v. 180 Connect, Inc.*, 478
 22 F.3d 1018, 1021 (9th Cir. 2007) (“Thus, under CAFA, complete diversity is not
 23 required; ‘minimal diversity’ suffices.”) (citations omitted).

24 22. Second, the numerosity and \$5 million amount in controversy
 25 requirements are satisfied in this case. Plaintiff’s proposed class includes:

26 *All persons who, while in California, purchased any product or service*
 27 *from Defendant’s Website in response to an offer constituting an*
 28 *“Automatic renewal” as defined by § 17601(a)(1) of the California*

1 *Business and Professions Code within the statute of limitations period.*

2 23. Plaintiff alleges that had Defendant properly disclosed its automatic
3 renewal policy, she would not have purchased the product or enrolled in the
4 subscription, and she seeks restitution for all monies paid. In light of the volume of
5 Defendant's California online sales, damages or restitution for all monies paid for the
6 entire class would easily exceed \$5 million. The Complaint therefore places more than
7 \$5 million in controversy.

8 24. Moreover, Plaintiff seeks not just actual damages and restitution, but also
9 punitive and exemplary damages, and injunctive relief, so the \$5 million amount-in-
10 controversy requirement is easily met here for this independent reason.¹ *See Gibson*
11 *v. Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir. 2001) ("It is well established that
12 punitive damages are part of the amount in controversy in a civil action."). The
13 Supreme Court has stated that the ratio between compensatory and punitive damages
14 can be "single digits," so Plaintiff's punitive damages request places in controversy
15 triple, quadruple, or more of the alleged damages across the putative class. *State Farm*
16 *Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 425 (2003) ("Single-digit multipliers
17 are more likely to comport with due process, while still achieving the State's goals of
18 deterrence and retribution, than awards with ratios in range of 500 to 1"); *accord Galt*
19 *G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155–56 (9th Cir. 1998); 28 U.S.C. § 1332(d)
20 (excluding only interest and costs from the aggregated amount in controversy); *Luna*
21 *v. Kemira Specialty, Inc.*, 575 F. Supp. 2d 1166, 1171 (C.D. Cal. 2008) ("[I]n
22 determining the amount in controversy, we may also include the value of the requested
23 injunctive relief to either party.").

24
25
26
27 ¹ In making these arguments, Defendant in no way concedes that Plaintiff is entitled to
28 any relief whatsoever. Defendant expressly reserves the right to contest all such claims
and damages.

25. In addition, Plaintiff seeks attorneys' fees in the Complaint. Compl., Prayer for Relief. It is well settled that the Court should consider the value of any attorneys' fees a plaintiff places in controversy by pursuing them in the Complaint. *Fritsch v. Swift Transp. Co. of Az., LLC*, 899 F.3d 785, 794 (9th Cir. 2018) (explaining that when "future attorneys' fees are at stake in the litigation," they "must be included in the amount in controversy."). Plaintiff's attorneys' fees alone likely place millions in controversy.²

26. Although Defendant denies Plaintiff's claims of wrongdoing and that Plaintiff is entitled to any relief, Defendant has adequately pled that Plaintiff has placed more than \$5,000,000 in controversy, thereby satisfying the amount in controversy requirement.

NOTICE TO PLAINTIFF

27. Contemporaneously with the filing of this Notice of Removal in the United States District Court for the Southern District of California, written notice of such filing will be served on Plaintiff's counsel of record. In addition, a copy of this Notice of Removal will be filed with the Clerk of the Court for San Diego County Superior Court.

² A benchmark of 25% of total damages has long been held appropriate when determining the amount of attorneys' fees to include in the amount in controversy. *See Staton v. Boeing Co.*, 327 F.3d 938, 968 (9th Cir. 2003) ("This Circuit has established 25% of the common fund as a benchmark award for attorney fees[.]"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (benchmark of 25% of common fund appropriate); *Busker v. Wabtec Corp.*, No. 2:15-cv-08194-ODW-AFM, 2016 WL 953209, at *5 (C.D. Cal. Mar. 14, 2016) (including 25% in fees in amount in controversy); *Johnson v. Sunrise Sr. Living Mgmt., Inc.*, No. CV 15-02297 BRO, 2015 WL 3830291, at *6 (C.D. Cal. June 18, 2015) (additional 25% fees "further supports" finding that amount in controversy met); *Rodriguez v. Cleansource, Inc.*, No. 14-CV-0789-L(DHB), 2014 WL 3818304, at *4 (S.D. Cal. Aug. 4, 2014) (same); *Stafford v. Dollar Tree Stores, Inc.*, No. 2:13-cv-001187-KJM, 2014 WL 1330675, at *9 (E.D. Cal. Mar. 28, 2014) (same); *Jasso v. Money Mart Exp., Inc.*, No. 11CV-5500 YGR, 2012 WL 699465, at *6-7 (N.D. Cal. Mar. 1, 2012) (same).

1 **WHEREFORE**, for the foregoing reasons, this Court has original jurisdiction
2 of this matter pursuant to 28 U.S.C. § 1332, and removal of the action to this Court is
3 proper under 28 U.S.C. §§ 1441 and 1446. Accordingly, Defendant respectfully
4 removes this action to this Court.

5
6 DATED: October 20, 2025

WATSTEIN TEREPKA LLP

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8 By: /s/ Alex Terepka
Alex Terepka

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10 *Attorney for Defendant*
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CERTIFICATE OF SERVICE

I hereby certify that on October 20, 2025, I filed the foregoing document using the Court's CM/ECF system and served a copy via email to the following counsel of record.

Scott J. Ferrell
Victoria C. Knowles
PACIFIC TRIAL ATTORNEYS
4100 Newport Place Drive, Suite 800
Newport Beach, California 92660
sferrell@pacifictrialattorneys.com
vknowles@pacifictrialattorneys.com

Counsel for Plaintiff

/s/ Alex Terepka
Alex Terepka

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SILVIA GARCIA, individually and on behalf of all others

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Scott J. Ferrell, Pacific Trial Attorneys, 4100 Newport Pl
Dr, Ste 800, Newport Beach, CA 92660

DEFENDANTS

HAIRMAX INTERNATIONAL, LLC, a Florida entitiy, d/b/a

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED

25CV2790 JO SBC

Attorneys (If Known)

Alex Terepka, Watstein Terepka, LLP, 515 S. Flower St.,
19th Fl., Los Angeles, CA 90071 Tel. 213-839-3317

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☒ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)

Brief description of cause:

California Consumer Legal Remedies Act; Diversity Jurisdiction Pursuant to Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/20/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Alex Terepka

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EXHIBIT 1

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

9/3/2025 11:09:32 PM

Clerk of the Superior Court
By G. Lopez ,Deputy Clerk

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTRY OF SAN DIEGO**

SILVIA GARCIA, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

HAIRMAX INTERNATIONAL, LLC, a Florida
entity, d/b/a WWW.HAIRMAX.COM,

Defendants.

Case No.: 25CU046605C

**CLASS ACTION COMPLAINT FOR: (1)
VIOLATION OF CONSUMERS LEGAL
REMEDIES ACT, CAL. CIVIL CODE § 1750
ET SEQ.; (2) VIOLATION OF CAL. BUS. &
PROF. CODE § 17500 ET SEQ.; AND (3)
VIOLATION OF CAL. BUS. & PROF. CODE
§ 17200 ET SEQ.**

Plaintiff Silvia Garcia ("Plaintiff") alleges as follows:

I. NATURE OF ACTION

1. Plaintiff brings this action on behalf of herself for her purchase of an automatically renewing paid subscription from Hairmax International, LLC ("Defendant") via its website at: <https://www.hairmax.com/> (the "Website"), which caused Plaintiff to incur unlawful charges from Defendant related to an automatic renewal or continuous service. Defendant made unlawful automatic renewal and/or continuous service offers to consumers in California in violation of California's Automatic Renewal Law (the "ARL"), Cal. Bus. & Prof. Code § 17600 *et seq.*, by: (1) failing to provide "clear and conspicuous" disclosures mandated by California law; and (2) failing to provide an acknowledgment to consumers that includes the automatic renewal or continuous service offer terms, the cancellation policy, and information regarding how to cancel in a manner that is capable of being

1 retained by the consumer. The ARL imposed a statutory duty upon Defendant to disclose such
2 information to consumers who purchased subscriptions from Defendant or entered into continuous
3 service agreements with Defendant. The foregoing violations of the ARL by Defendant likewise
4 constitute violations of California's Consumers Legal Remedies Act (the "CLRA"), California Civil
5 Code § 1750 *et seq.*, California's Unfair Competition Law (the "UCL"), California's False Advertising
6 Law (the "FAL"), California Business & Professions Code § 17500 *et seq.*, and California's Unfair
7 Competition Law (the "UCL"), California Business & Professions Code § 17200 *et seq.*

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

10 II. JURISDICTION AND VENUE

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

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

15 5. As a court of general jurisdiction, this Court has jurisdiction over all claims asserted
16 herein.

17 6. Defendant is subject to jurisdiction under California's "long-arm" statute because the
18 exercise of jurisdiction over Defendant is not "inconsistent with the Constitution of this state or the
19 United States."

20 7. Defendant is an online retailer that sells products nationwide and in California.
21 Defendant has substantial contacts with and receives substantial benefits and income from and through
22 the state of California. Defendant made, and continues to make, automatic renewal or continuous service
23 offers to consumers in California. Defendant operates the Website, which markets and sells hair care
24 and supplement products, all geared toward growing "thicker, healthier hair" (www.hairmax.com, last
25 visited Aug. 26, 2025).

26 8. Defendant engaged in intentional acts by operating its Website and making it available
27 to California residents, deceptively advertising its products via its Website to California residents
28 including Plaintiff, expressly aiming its conduct toward California residents by conducting substantial

1 business with residents of the State of California via its Website, and causing economic harm to
2 California residents that Defendant knew would be likely to be suffered in California. Plaintiff is
3 informed and believes and thereon alleges that Defendant generates a minimum of eight percent of its
4 revenues from its Website based upon interactions with Californians, such that the Website “is the
5 equivalent of a physical store in California.” *Thurston v. Fairfield Collectibles of Georgia*, 53 Cal. App.
6 5th 1231, 1235 (2020), *review denied*, No. S264780 (Dec. 9, 2020). Plaintiff is informed and believes
7 and thereon alleges that Defendant sells products to Plaintiff and other California residents as part of its
8 regular course of business. Plaintiff is informed and believes and thereon alleges that Defendant sells
9 thousands of products to California residents each year. Plaintiff is informed and believes and thereon
10 alleges that Defendant exercises at least some level of control over the ultimate distribution of its
11 products sold via its Website to the end consumer including products shipped into California.

12 9. Venue is proper because a substantial part of the acts and events giving rise to the claims
13 occurred in this County.

14 III. FACTUAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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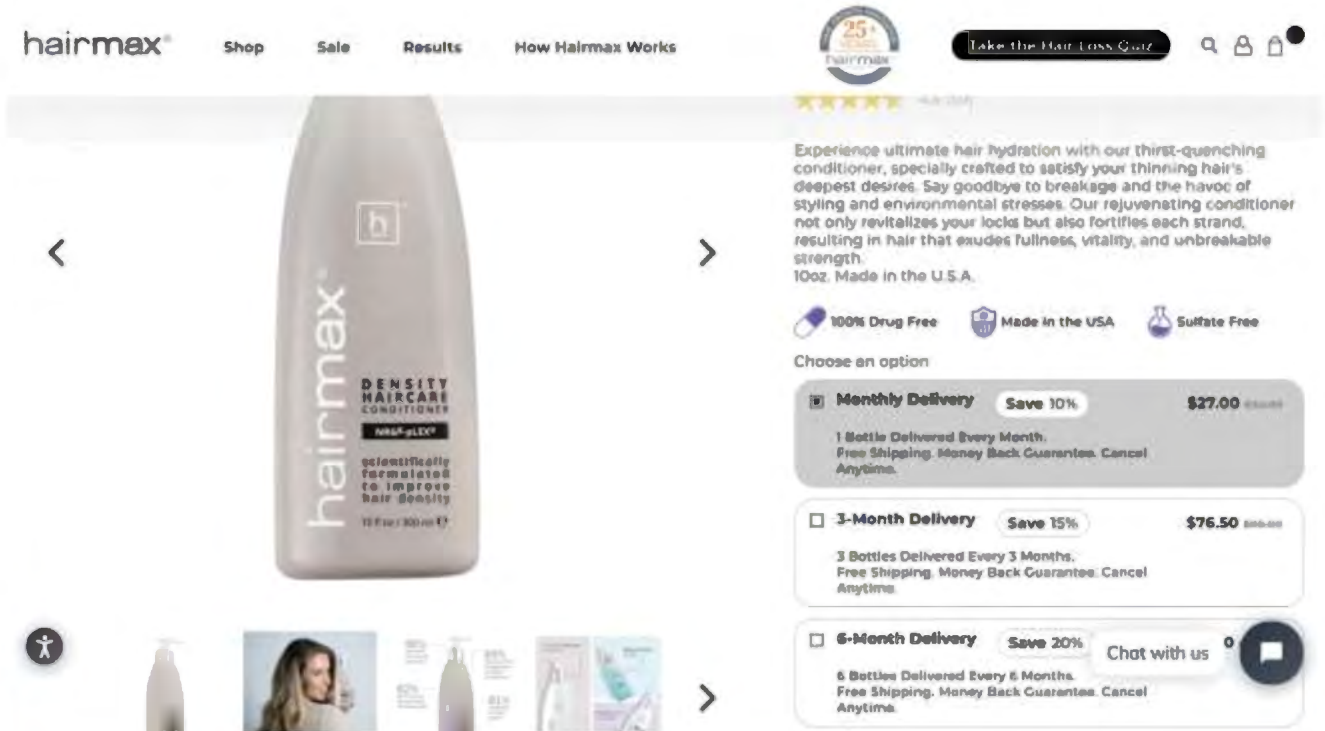
1 and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in
2 paragraph (3) of subdivision (a).”

3 16. Cal. Bus. & Prof. Code § 17603 provides: “In any case in which a business sends any
4 goods, wares, merchandise, or products to a consumer, under a continuous service agreement or
5 automatic renewal of a purchase, without first obtaining the consumer’s affirmative consent as described
6 in Section 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an
7 unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit
8 without any obligation whatsoever on the consumer’s part to the business, including, but not limited to,
9 bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the
10 business.”

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

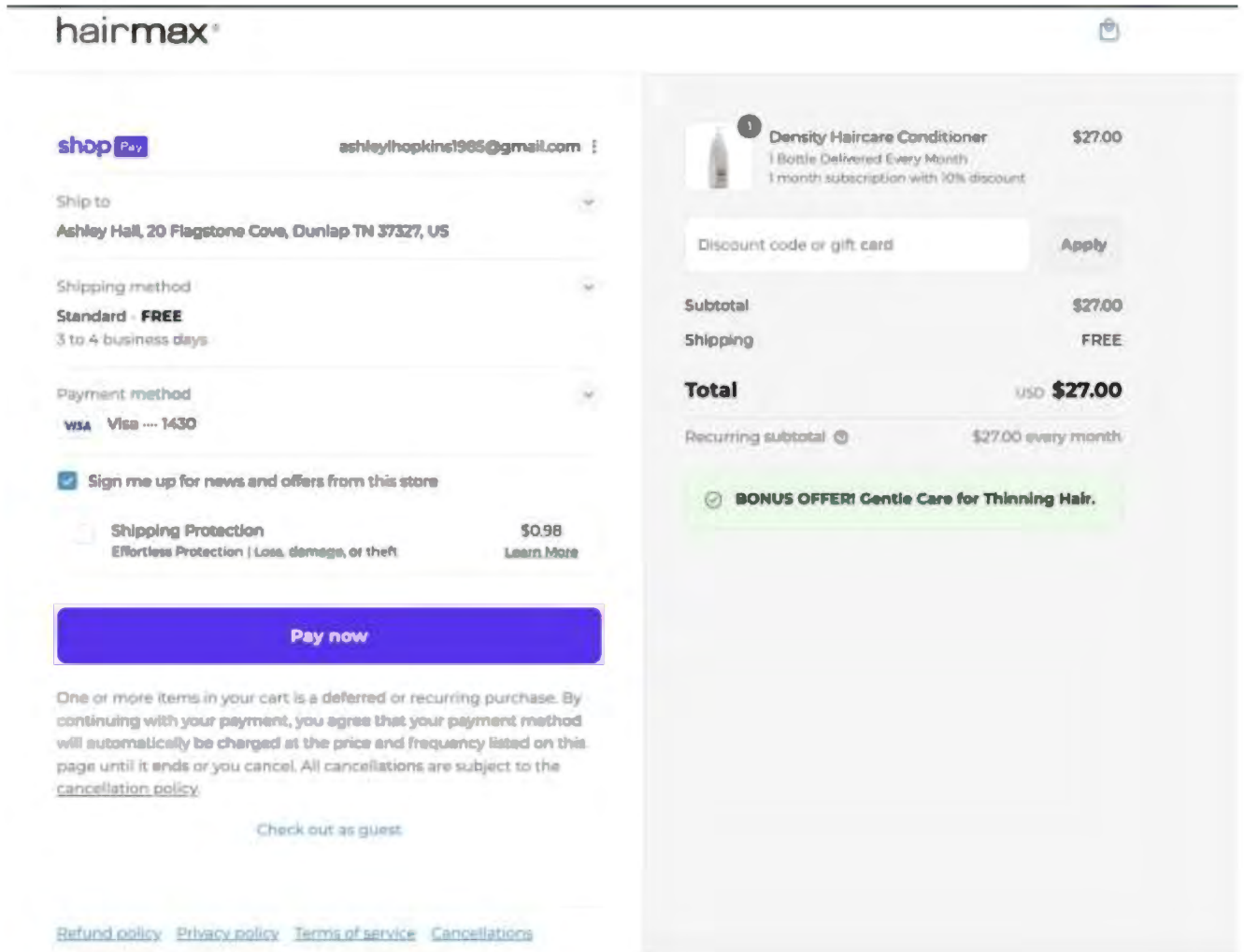
12 17. Defendant offers through the Website various subscriptions for products to consumers.
13 Defendant’s offerings constitute an “automatic renewal” because such offerings comprise of plans,
14 arrangements, or provisions of a contract that contains a free-to-pay conversion or in which a paid
15 subscription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

17 18. At relevant times, an example of Defendant’s plan presented on its Website is as follows:
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<https://hairmax.com/products/density-haircare-conditioner> (last visited Aug. 26, 2025).

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



https://shop.app/checkout/15818797/cn/hWN2FKg78CKhjdkPXsPc0yr2/shoppay?_cs=3PAMS.&redirect_source=checkout_automatic_redirect&tracking_unique=992baa75-c3d6-4529-8565-63d8d6131b75&tracking_visit=2a01f291-87d2-4c68-852a-0f53e59ce42b (last visited Aug. 26, 2025).

20. Defendant's final checkout page presented to consumers violates the ARL. In particular, such page violates Section 17602(a)(1) by failing to describe the "cancellation policy that applies to the offer" as set forth in section 17601(a)(2)(B) via "clear and conspicuous" disclosures in compliance with section 17601(a)(3) by failing to include the automatic renewal offer terms and continuous service offer terms in a "clear and conspicuous" manner, *i.e.*, with "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."

21. Although Defendant’s checkout page sets forth its purported automatic renewal offer terms and continuous service offer terms below a large “Pay now” button, Plaintiff’s investigation has determined that such textual disclosure statements are in a comparatively small 10.5 point type size in the Montserrat font in a light gray color against a white background.

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

23. Other elements on that same checkout webpage are in comparatively larger size such as the “Total” and the price of \$27.00, which are in bold 14.5 point type size. Such other elements direct the user’s attention everywhere else besides the Website’s textual disclosure statement on its final checkout page. *Berman v. Freedom Financial Network, LLC*, 30 F.4th 849, 857 (9th Cir. 2022) (determining that “comparatively larger font used in all of the surrounding text naturally directs the user’s attention everywhere else”); *Dawson v. Target Corp.*, 2025 WL 1651940, at *3 (N.D. Cal. June 11, 2025) (finding screenflows failed to provide reasonable notice of defendant’s hyperlinked terms and preceding disclaimers because of “overwhelming inconspicuousness created by its small font size and placement that otherwise causes the Terms & Conditions to blend into the screen”); *Strehl v. Guitar Center, Inc.*, 2023 WL 9700041, at *7 (C.D. Cal. Nov. 3, 2023) (Kronstadt, J.) (noting that textual disclosure statement on final order flow webpage “is in a smaller font” “relative to” other text on same webpage and “Complete Order” button intended to manifest user’s assent); *Farmer v. Barkbox, Inc.*, 2023 WL 8522984, at *2 (C.D. Cal. Oct. 6, 2023) (Sykes, J.) (holding that website design did not satisfy objective reasonableness standard because textual disclosure notice was “printed small” “with other graphics and text more likely to attract the user’s attention”); *Chabolla v. ClassPass, Inc.*, 2023 WL 4544598, at *4 n.3 (N.D. Cal. June 22, 2023) (denying motion to compel arbitration in sign-in wrap agreement even where terms were hyperlinked in blue font because “this [color] alone does not make the text notice of the Terms conspicuous in light of the other deficits identified” such as the tiny font size), *aff’d*, 129 F.4th 1147, 1154 (9th Cir. 2025).

1 24. Although the “cancellation policy” hyperlink, if clicked, takes the user to a window that
2 describes a portion of Defendant’s cancellation policy, such window fails to describe such policy
3 sufficiently in a manner that would allow a user to easily cancel the user’s subscription. For example,
4 such window states in relevant part, “If you want to cancel or change your subscription, you can do it at
5 any time. Your order confirmation emails have links to your order. You can manage your subscription
6 from there.” Nowhere on the Defendant’s site is a more complete set of instructions for cancellation
7 given.

8 25. To actually cancel, subscribers are made to wade through a series of steps where they
9 confirm several times they actually want to cancel the subscription, and the page to cancel is difficult to
10 navigate to without clicking a link from an email sent by Hairmax upon ordering.

11 26. The foregoing irrefutably demonstrates that the “cancellation policy” hyperlink below
12 the large “Pay now” button is missing critical information regarding how users can cancel their
13 subscriptions via the Website.

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

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

17 28. Defendant similarly violated the ARL by failing to provide to consumers the post-
18 transaction acknowledgement required by section 17602(a)(3). Consumers receive a post-transaction
19 email from Defendant presumably intended by Defendant to constitute Defendant’s acknowledgment in
20 purported compliance with section 17602(a)(3). An excerpt of such post-transaction email from
21 Defendant, which has been redacted regarding the first name only, is as follows:

22 Hi [REDACTED]
23 You just signed up for a recurring product from Hairmax®.
24 You may manage your recurring items by clicking here:
25 [Manage Subscription](#)
26 Please email us at sales@hairmax.com if you have any questions about your recurring orders.
27 -HairMax
28 “HairMax” provides a subscription service. By subscribing to our service, you have confirmed that you accept our Terms of Service. Your subscription will automatically renew on a recurring basis at which time your credit card will be charged automatically for the subscription products until you cancel your subscription. Taxes and shipping fees may apply. You may cancel your subscription at any time from the Subscriptions section of your account.

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

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

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

30. On May 22, 2025, Plaintiff purchased a product named Hairmax Density Haircare Conditioner (the “Product”) from Defendant via the Website at a price of \$32.93. On June 23, 2025, Plaintiff’s credit card account was charged by Defendant \$31.95 for the Product as part of a recurring monthly charge. After discovering such second charge to Plaintiff’s credit card account by Defendant, Plaintiff cancelled the subscription shortly thereafter.

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

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

32. A legal remedy is not adequate if it is not as certain as an equitable remedy. *Coleman v. Mondelez Int’l Inc.*, 554 F. Supp. 3d 1055, 1065 (C.D. Cal. 2021) (holding that “plaintiff has sufficiently established at this stage that she lacks an adequate remedy at law with respect to her claims for equitable relief” because “the court is persuaded that” “her allegations sufficiently plead that ‘restitution under the CLRA or UCL would be more certain, prompt, or efficient’ than the monetary damages she seeks, but may ultimately not attain”). In particular, the elements of Plaintiff’s equitable claims are different and do not require the same showings as Plaintiff’s legal claim under the CLRA. *See Ostrovskaya v. St. John Knits, Inc.*, 2022 WL 2102895, at *5 (C.D. Cal. Mar. 31, 2022) (Gee, J.) (“The FAL and the UCL provide for only restitutionary and injunctive relief, whereas the CLRA also provides for monetary damages. In many cases, liability under the three statutes will involve the same facts and elements. But here, Plaintiff predicates her FAL claim largely on a specific statutory provision.... Plaintiff may be able

1 to prove these more straightforward factual elements, and thus prevail under the FAL, while still being
2 unable to convince a jury of the more subjective claim that ‘members of the public are likely to be
3 deceived,’ and therefore fail with respect to her CLRA claim. Plaintiffs alleges as much in her pleading.
4 Thus, she has shown how restitution—her only available remedy under the FAL—‘would be more
5 certain, prompt, or efficient than the legal remedies’ available under the CLRA.”) (internal citations
6 omitted); *Farmer v. BarkBox, Inc.*, 2023 WL 8522984, at *6 (C.D. Cal. Oct. 6, 2023) (“Plaintiff’s CLRA
7 claim includes more ‘stringent elements’ than her UCL claim, such that she may demonstrate her right
8 to restitution under the UCL but fall short of establishing her right to damages under the CLRA.”).

9 33. For example, Plaintiff’s claims under the UCL and FAL (equitable claims seeking
10 restitution) are predicated on specific statutory provisions under the ARL, which prohibit the failure to
11 include certain clear and conspicuous disclosures about automatic renewal offer terms including
12 cancellation policy before and after a transaction for such purchase occurs. (Cal. Bus. & Prof. Code §
13 17602(a)(1) & (3).) Plaintiff may be able to prove these more straightforward factual elements, and thus
14 prevail under the UCL and FAL, while not being able to prove one or more elements of Plaintiff’s legal
15 claim under the CLRA seeking damages governed by the reasonable consumer test.

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

24 **IV. CLASS ACTION ALLEGATIONS**

25 35. Plaintiff brings this action on behalf of all persons similarly situated, and seeks
26 certification of the following class:
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28

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

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

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

14 38. **Typicality.** Plaintiff's claims are typical of those of other members of the Class, all of
15 whom have suffered similar harm due to Defendant's course of conduct as described in this Complaint.

16 39. **Adequacy of Representation.** Plaintiff is an adequate representative of the Class and
17 will fairly and adequately protect the interests of the Class. Plaintiff has retained attorneys who are
18 experienced in the handling of complex litigation and class actions, and Plaintiff and Plaintiff's counsel
19 intend to prosecute this action vigorously.

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

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

- 1 B) Whether, during the Class period, Defendant failed to provide an acknowledgement that
2 included the automatic renewal or continuous service offer terms, cancellation policy, and
3 information on how to cancel in a manner that is capable of being retained by Plaintiff and
4 Class members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3);
- 5 C) Whether Defendant's order flow screens and post-transaction acknowledgment constitute
6 unfair business practices in violation of the UCL under Business & Professions Code §
7 17200 *et seq.*;
- 8 D) Whether Defendant's order flow screens and post-transaction acknowledgment constitute
9 false advertising in violation of the FAL under California Business & Professions Code §
10 17500 *et seq.*;
- 11 E) Whether Defendant's order flow screens and post-transaction acknowledgment constitute
12 violations of the CLRA under California Civil Code § 1750 *et seq.*;
- 13 F) Whether Plaintiff and Class members are entitled to injunctive relief under Cal. Bus. &
14 Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(2);
- 15 G) Whether Plaintiff and the Class members are entitled to monetary relief insofar as the
16 goods or services provided by Defendant are deemed an unconditional gift in accordance
17 with Cal. Bus. & Prof. Code § 17603;
- 18 H) Whether Plaintiff and Class members are entitled to restitution in accordance with Cal.
19 Bus. & Prof. Code §§ 17203, 17535 and Cal. Civil Code § 1780(a)(3);
- 20 I) The proper formula(s) for calculating the restitution owed to Class members;
- 21 J) Whether Plaintiff and Class members are entitled to damages under Cal. Civil Code §
22 1780(a)(1);
- 23 K) Whether Plaintiff and the Class members are entitled to total damages of at least \$1,000 in
24 accordance with Cal. Civil Code § 1780(a)(1);
- 25 L) Whether Plaintiff and Class members are entitled to punitive damages under Cal. Civil
26 Code § 1780(a)(4) and Cal. Civil Code § 3294(a);
- 27 M) Whether Plaintiff and Class members are entitled to any other relief that the Court deems
28 proper in accordance with Cal. Civil Code § 1780(a)(5); and

1 N) Whether Plaintiff and Class members are entitled to attorneys' fees and costs under Cal.
2 Civil Code § 1780(e) and California Code of Civil Procedure § 1021.5.

3 41. **Superiority.** A class action is superior to other available methods for the fair and
4 efficient adjudication of this controversy because individual litigation of the claims of all members of
5 the Class is impracticable.

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

13 **V. CLAIMS FOR RELIEF**

14 **FIRST CLAIM FOR RELIEF**

15 **Violation of Consumers Legal Remedies Act**

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

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

18 43. Plaintiff incorporates by reference the foregoing paragraphs as if set forth hereinafter.

19 44. The CLRA prohibits certain "unfair methods of competition and unfair or deceptive acts
20 or practices" in connection with the sale of goods or services to any consumer. (Cal. Civ. Code §
21 1770(a).)

22 45. The practices described herein, specifically Defendant's advertising and sale of its
23 products, were intended to result and did result in the sale of such products to the consuming public and
24 violated and continues to violate: (i) section 1770(a)(5) of the Civil Code by "[r]epresenting that goods
25 or services have ... characteristics ... that they do not have"; and (ii) section 1770(a)(9) of the Civil
26 Code by "[a]dvertising goods ... with intent not to sell them as advertised...."

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

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

48. “A duty to disclose a material fact can arise if ... it is imposed by statute....” *Zeichner*, 2024 WL 4951261, at *6 (quoting *Rattagan v. Uber Techs., Inc.*, 17 Cal. 5th 1, 40 (2024)). Here, the ARL imposed upon Defendant multiple duties to disclose certain material facts. Under the ARL, Defendant owed Plaintiff a statutory duty to present automatic renewal offer terms and continuous

1 service offer terms in a clear and conspicuous manner before fulfilling the subscription or purchasing
2 agreement in visual proximity to the request for consent to the offer under section 17602(a)(1) of the
3 California Business and Professions Code. In addition, under the ARL, Defendant owed Plaintiff a
4 statutory duty to provide an acknowledgment that includes automatic renewal offer terms or continuous
5 service offer terms, cancellation policy, and information regarding how to cancel in a manner that is
6 capable of being retained by the consumer under California Business and Professions Code §
7 17602(a)(3).

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

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

27 51. In doing so, Defendant intentionally misrepresented and concealed material facts from
28 Plaintiff and Class members. Said misrepresentations and concealment were done with the intention of

1 deceiving Plaintiff and Class members, and depriving Plaintiff and Class members of their rights and
2 money.

3 52. Defendant knew that the advertising of its products on the order flow screens on its
4 Website and in its post-transaction acknowledgment were misleading, deceptive, and omitted material
5 information. Defendant also knew that its post-transaction acknowledgment of products advertised on
6 its Website were misleading, deceptive, and omitted material information.

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

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

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

18 56. Prior to the commencement of this action, Plaintiff sent a letter to Defendant at its
19 principal place of business notifying Defendant of the particular wrongdoing that violates the CLRA
20 and demanded that Defendant appropriately correct its advertising and/or provide another appropriate
21 remedy of the violations to the putative Class of California consumers.

22 57. More than 30 days have elapsed since Plaintiff sent such demand letter to Defendant, but
23 Defendant failed to respond by either correcting its conduct and/or otherwise providing an appropriate
24 remedy of the violations or offering to do so within a reasonable time to the entire putative Class.

25 **SECOND CLAIM FOR RELIEF**

26 **Violation of False Advertising Law**

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

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

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

59. Section 17500 of the California Business and Professions Code states in relevant part, “It is unlawful for any person, firm, corporation or association, or any employee thereof with ***intent directly or indirectly to dispose of*** real or ***personal property*** or to perform services, professional or otherwise, or anything of any nature whatsoever or ***to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state***, or 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***, concerning that real or ***personal property*** or those services, professional or otherwise, or ***concerning any circumstance or matter of fact connected with the proposed*** performance or ***disposition thereof, 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, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property*** or those services, professional or otherwise, ***so advertised at the price stated therein, or as so advertised.***” (Cal. Bus. & Prof. Code § 17500) (emphasis added).

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

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

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

THIRD CLAIM FOR RELIEF

Violation of Unfair Competition Law

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

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

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

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

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

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

67. Defendant has received, and continues to hold, unlawfully obtained property and money belonging to Plaintiff in the form of payments made for the insufficiently disclosed subscription

1 agreement by Plaintiff. Defendant has profited from its unlawful acts or practices in the amount of those
2 business expenses and interest accrued thereon.

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

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

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

17
18 Dated: September 3, 2025

PACIFIC TRIAL ATTORNEYS, APC

19
20 By: /s/ Scott J. Ferrell

21 Scott J. Ferrell

22 Attorneys for Plaintiff and the Proposed Class
23
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EXHIBIT 2

Case Details

Case Number	25CU046605C
Case Title	Garcia vs Hairmax International LLC
Case Category	Civil
Case Type	(U)Mass Tort
Case Status	Pending
Date Filed	09/03/2025
Case Age	47
Location	Central
Judicial Officer	BACAL, KATHERINE A.

Case Parties

Name	Role	Representation
Garcia, Silvia	Plaintiff	Knowles, Victoria C
Hairmax International LLC DBA www.hairmax.com	Defendant	

Representation

Name	Address	Phone Number
Knowles, Victoria C	Pacific Trial Attorneys, 4100 Newport Place Drive Suite 800, Newport Beach, CA 92660	949-706-6464

Scheduled Hearings

Hearing Date	Hearing Time	Hearing Department	Hearing Type
2/6/2026	09:30 AM	Department: C-63	Case Management Conference

Register of Actions

ROA Number	Event Date	Event Type / Comments	Documents
10	10/8/2025	Proof of Service of Summons - Personal Proof of Service of Summons - Personal (Proof of Service) Filed by Silvia Garcia Filed By: <i>Plaintiff</i> Garcia, Silvia	Proof of Service of Summons - Personal (Proof of Service of Summons - Personal (Proof of Service)) • Page Count: 2 • Type: Public
9	9/5/2025	System Generated Notice E-mailed tylc+102558.612@tyler.api.legalconnect.com	N/A
8	9/5/2025	System Generated Notice E-mailed tylc+102558.612@tyler.api.legalconnect.com	N/A
7	9/5/2025	System Generated Notice E-mailed tylc+102558.612@tyler.api.legalconnect.com	N/A
3	9/5/2025	Stipulation to Alternative Dispute Resolution Process	Stipulation to Alternative Dispute Resolution Process SD • Page Count: 1 • Type: Civil Forms
2	9/5/2025	Notice to Litigants	Notice to Litigants SD • Page Count: 2 • Type: Civil Forms

ROA Number	Event Date	Event Type / Comments	Documents
1	9/5/2025	Notice of Case Assignment	Notice of Case Assignment SD - Page Count: 2 - Type: Civil Forms
6	9/3/2025	Summons (Civil) Filed By: <i>Plaintiff</i> Garcia, Silvia Refers To: <i>Defendant</i> Hairmax International LLC	Summons (Civil) - Page Count: 1 - Type: Public
5	9/3/2025	Civil Case Cover Sheet Filed By: <i>Plaintiff</i> Garcia, Silvia Refers To: <i>Defendant</i> Hairmax International LLC	Civil Case Cover Sheet - Page Count: 2 - Type: Public
4	9/3/2025	Complaint (Unlimited) Filed By: <i>Plaintiff</i> Garcia, Silvia Refers To: <i>Defendant</i> Hairmax International LLC	Complaint (Unlimited) - Page Count: 20 - Type: Public
	9/3/2025	Provisionally Complex Case	N/A

THE INFORMATION IN THIS REGISTER OF ACTIONS IS PROVIDED AS IS, WITHOUT WARRANTY BY THE SAN DIEGO SUPERIOR COURT AS TO CONTENT OR ACCURACY OF THE INFORMATION. The Entry Date on the Register of Actions may not always reflect the actual filing date of a document and not all documents filed with the Court are listed on the Register of Actions. It is recommended that users refer to the case file for confirmation.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott J. Ferrell (Bar# 202091) PACIFIC TRIAL ATTORNEYS, A Professional Corporation 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660 TELEPHONE NO.: (949) 706-6464 FAX NO.: ATTORNEY FOR (Name): Plaintiff & the Class		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 9/3/2025 11:09:32 PM Clerk of the Superior Court By G. Lopez, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME:		CASE NUMBER: 25CU046605C	
CASE NAME: Garcia, et al. v. Hairmax International, LLC			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
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) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ 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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☒ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ 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)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. ☐ Large number of separately represented parties | d. ☒ Large number of witnesses |
| b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | 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): Three (3)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 3, 2025

Scott J. Ferrell

(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 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

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 page 1. 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 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, 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.

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*)

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

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

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)
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*)
Mechanics 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

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

HAIRMAX INTERNATIONAL, LLC, a Florida entity, d/b/a WWW.HAIRMAX.COM,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SILVIA GARCIA, individually and on behalf of all others similarly situated,

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

9/3/2025 11:09:32 PM

Clerk of the Superior Court

By G. Lopez

, Deputy Clerk

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):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

25CU046605C

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):

Scott J. Ferrell (Bar #202091)

PACIFIC TRIAL ATTORNEYS, APC

4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660

DATE:

(Fecha) September 5, 2025

Clerk, by

(Secretario)

G. Lopez

Phone No.: (949) 706-6464

, Deputy
(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)).

NOTICE TO THE PERSON SERVED: You are served

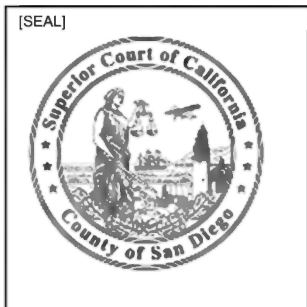
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

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



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W. Broadway	
MAILING ADDRESS: 330 W. Broadway	
CITY AND ZIP CODE: San Diego, 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: 619-450-7063	
PLAINTIFF(S) / PETITIONER(S): Silvia Garcia	
DEFENDANT(S) / RESPONDENT(S): Hairmax International LLC	
GARCIA VS HAIRMAX INTERNATIONAL LLC	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 25CU046605C

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: KATHERINE A. BACAL

Department: C-63

COMPLAINT/PETITION FILED: 09/03/2025

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT
Case Management Conference	02/06/2026	9:30 AM	No Location

Case Management Conferences (CMCs) may be conducted virtually or in person. Anyone wishing to appear remotely should visit the "Appearing for Hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 25CU046605C

CASE TITLE: Garcia vs Hairmax International LLC

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Silvia Garcia	
DEFENDANT(S): Hairmax International LLC	
SHORT TITLE: GARCIA VS HAIRMAX INTERNATIONAL LLC	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 25CU046605C

Judge: KATHERINE A. BACAL

Department: No Location

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|--|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (<i>specify e.g., private mini-trial, private judge, etc.</i>): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 09/05/2025

JUDGE OF THE SUPERIOR COURT

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/8/2025 5:47:22 PM

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) SCOTT J. FERRELL, (SBN: 202091) VICTORIA C. KNOWLES (SBN: 277231) PACIFIC TRIAL ATTORNEYS A PROFESSIONAL CORPORATION 4100 NEWPORT PLACE DRIVE, SUITE 800 NEWPORT BEACH, CA 92660 TELEPHONE NO.: (949) 706-6464 FAX NO. (Optional): (949) 706-6469 E-MAIL ADDRESS (Optional): sferrell@pacifictrialattorneys.com ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY Clerk of the Superior Court By T. Automation , Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. BROADWAY MAILING ADDRESS: CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME:	
PLAINTIFF/PETITIONER: SILVIA GARCIA, individually and on behalf of all others similarly situated DEFENDANT/RESPONDENT: HAIRMAX INTERNATIONAL, LLC, a Florida entity, d/b/a WWW.HAIRMAX.COM	CASE NUMBER: 25CU046605C
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 1222728JR

(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): NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)
3.
 - a. Party served: (specify name of party as shown on documents served):
HAIRMAX INTERNATIONAL, LLC, a Florida entity, d/b/a WWW.HAIRMAX.COM
 - b. Person served (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):
Cogency Global, Inc., Registered Agent by serving Xavian Brown, Authorized Agent (Age: 60, Sex: M, Race/Skin Color: WHITE, Height: 6'0", Weight: 250, Hair: GRAY, Glasses: Y)
4. Address where the party was served: 115 N. Calhoun St., Suite 4
Tallahassee, FL 32301
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): 09/18/2025 (2) at: (time) 12:10 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 the person indicated in item 3):
 - (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): _____ (city): _____ or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLANTIFF/PETITIONER: SILVIA GARCIA, individually and on behalf of all others similarly situated

CASE NUMBER:

25CU046605C

DEFENDANT/RESPONDENT: HAIRMAX INTERNATIONAL, LLC, a Florida entity, d/b/a WWW.HAIRMAX.COM

5. 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) (date):

(1) (city):

- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4)).*) (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. ☒ on behalf of (specify): HAIRMAX INTERNATIONAL, LLC, a Florida entity, d/b/a WWW.HAIRMAX.COM 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: LLC

7. **Person who served papers**

- a. Name: William Riser

- b. Address: 800 W. 1ST STREET, SUITE 200-B
LOS ANGELES, CALIFORNIA 90012

- c. Telephone number: (213) 607-9000

- d. The fee for service was: \$ 219.00

- 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.:

(iii) ☐ County: STATE OF FL



USA Legal Network

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: 09/22/2025

William Riser

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

(SIGNATURE)

ClassAction.org

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