

False Discounts, “Junk” Fees, Email Marketing, and More

Top Marketing and Pricing Practices Challenges

Ellen Traupman Berge

Partner | +1 202.344.4704 | etberge@Venable.com

Shahin O. Rothermel

Partner | +1 202.344.4550 | sorothermel@Venable.com

[Venable.com/VAST](https://www.venable.com/VAST)

VENABLE LLP

Hottest Areas of Challenge

- “Junk” Fees, Transparency in Pricing, and All-In Pricing Statutes
 - Email Marketing Lawsuits
 - False Discounts
 - Automatic Renewals
-

Not addressed today: Cookies, Pixels, and Privacy Issues (Learn more [here](#))



“Junk” Fees

California's Honest Pricing Law

- Prohibits businesses from advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges other than government-imposed taxes or fees or reasonable shipping costs.
- The advertised or listed price must be the full price that the consumer is required to pay.
- Multiple lawsuits have challenged companies under the new law:
 - *Jasher v. Service Spot* (E.D. Cal.): Alleges that a parking reservation company imposes a “Reservation Fee” that is not government-imposed, which constitutes “*fee-flation*.”
 - *Scott v. Camuto* (C.D. Cal.): Challenges shoe seller’s “Shipping Protection Fee” as a prechecked option, which customers must un-check to avoid paying.

State Junk Fee Laws

- Colorado – Protections against Deceptive Pricing Practices (effective Jan. 1, 2026) (Colo. Rev. Stat. 6-1-737)
 - Prohibits offering, displaying or advertising an amount for a good, service or property without clearly and conspicuously disclosing the total price for the good, service, or property as a single number without separating the fees and charges; **and** the total price must be disclosed more prominently than any other pricing information.
- Connecticut – (effective Jan. 1, 2026).
 - Prohibits a business from imposing any fee, charge or cost for a good or service, or omitting the amount of any fee, charge or cost from any advertised or displayed price for a good or service, if (i) the amount of such fee, charge or cost is (I) dependent on the person's selections or cannot feasibly be calculated in full when the price for such good or service is first advertised or displayed, including, but not limited to, any fee, charge or cost imposed for shipping or delivery or that varies according to such person's location or the quantity or number of goods purchased, leased or otherwise received by such person, or (II) charged to the person for the purpose of confirming such person's identity or payment information, in an amount that does not exceed one dollar and is promptly refunded to the person, (ii) the existence of such fee, charge or cost is disclosed when the good or service is advertised or displayed to the person, and (iii) the amount of such fee, charge or cost is disclosed to the person before such person purchases, leases or otherwise receives such good or service;

State Junk Fee Laws

- Massachusetts Regulations requiring clear total pricing and disclosure of fees (effective Sept. 2025).
 - Must disclose the total maximum price a consumer will pay for a product or service inclusive of all fees, charges, and expenses (except government and shipping charges).
 - Display the total price prominently and not buried or hidden.
 - Initial and Final Presentation: At first price presentation and again before completing a sale, businesses must clearly and conspicuously disclose the total price and all associated fees.
 - Fee Breakdown & Transparency: Disclose the nature, purpose, and amount of all fees, including whether fees are optional/waivable, and how to avoid them.
 - Cannot misrepresent any fee as required by law if it is not.
 - Total price and fee disclosures must be made before asking for personal or billing information.
- Virginia
 - No supplier shall, in connection with a consumer transaction, advertise or display a price for goods or services without clearly and conspicuously displaying the total price, which shall include all mandatory fees or surcharges. A supplier that provides both a good and a service to consumers may comply with this section by displaying or advertising the total price of the good separately from the total price or rate charged for providing the service.

Minnesota Price Transparency Law

Minn. Stat. 325D.44, et seq.

- Effective January 1, 2025.
- Prohibits advertising, displaying, or offering “a price for goods or services that does not include all mandatory fees or surcharges.”
- Mandatory fees and surcharges that must be included in the total price advertised, displayed, or offered include any fee or surcharge that:
 - (1) must be paid to purchase the good or service;
 - (2) is not reasonably avoidable by the consumer; and
 - (3) a reasonable person would expect to be included in the purchase of the goods or services being advertised.
- Taxes imposed by a government entity on the sale, use, purchase, receipt, or delivery of the goods or services are not “mandatory fees” under the new law and thus do not need to be included in the total price.

The diagram shows three examples of price advertising, each in a light green box with a status label in a darker green box (or red for non-compliance).

- Compliant:** A green box with a checkmark icon and the text "Compliant". Below it, a light green box contains "Advertised Price: \$20.00".
- Compliant:** A green box with a checkmark icon and the text "Compliant". Below it, a light green box contains "Advertised Price: \$20.00" followed by "*Price includes \$2.00 service fee and \$3.00 surcharge." in smaller text.
- Not Compliant:** A red box with an 'X' icon and the text "Not Compliant". Below it, a light orange box contains "Advertised Price: \$15.00", "Surcharge: \$3.00", and "Service Fee: \$2.00" listed vertically.

MN Attorney General's Office

Minnesota's New Price Transparency Law (cont.)

✓ Compliant

Sandwich \$10.50
Salad \$7.88
Soup \$7.10

All parties of 8 or more people will incur a 20% automatic gratuity.

✓ Compliant

Sandwich \$10.50
Salad \$7.88
Soup \$7.10

All parties of 8 or more people will incur a 20% automatic gratuity.

**All prices include a 5% health and wellness fee, which helps pay for health insurance for our employees.*

✗ Not Compliant

Sandwich \$10.00
Salad \$7.50
Soup \$6.75

All parties of 8 or more people will incur a 20% automatic gratuity.

**All orders will incur a 5% health and wellness fee, which helps pay for health insurance for our employees.*

✓ Compliant

| | Food* | Liquor* | Labor | Total |
|-------|----------|---------|---------|----------|
| Total | \$10,500 | \$1,050 | \$5,000 | \$16,550 |

* Service Charge – A service charge of 5% has been added to all food and beverage. The service charge is not a gratuity, and is used to cover the costs associated with employing staff.

✗ Not Compliant

| | Food* | Liquor* | Labor | Total |
|-------|----------|---------|---------|----------|
| Total | \$10,000 | \$1,000 | \$5,000 | \$16,000 |

* Service Charge – An additional service charge will be added to all food and beverage. The service charge is not a gratuity, and is used to cover the costs associated with employing staff.

Challenges to “Junk Fees”

- Multiple lawsuits have challenged companies under the new law:
 - Numerous lawsuits filed challenging shipping protection fees
 - *Scott v. Camuto* (C.D. Cal.): Challenges shoe seller’s “Shipping Protection Fee” as a prechecked option, which customers must un-check to avoid paying.
 - *Jasher v. Service Spot* (E.D. Cal.): Alleges that a parking reservation company imposes a “Reservation Fee” that is not government-imposed, which constitutes “*fee-flation*”
 - *Dinh v. DePop* (N.D. Cal.): Challenges online clothing retailer’s alleged drip pricing and hidden junk fee that “powers your Depop experience, helping us to continually invest in” “Depop Protection,” “Customer support,” and “New features and improvements[.]”
 - *Rossow v. Specialized Bicycle Components* (N.D. Cal.): Challenges a bicycle seller’s \$15 “Environmental Recycling Fee” and \$75 “Pick up in store” fee
 - *Wood v. Nowhere Holdco* (La. Super. Ct.): Challenges a seller of baked good’s “Bottle Deposit Fee” that is applied to every bottled product sold and disclosed only on the lid of the product or hang tag of the product

Gao v. Crunch Holdings

| Member Perks | Peak Results \$34 ⁹⁹ /mo* | Peak \$26 ⁹⁹ /mo* | Base \$9 ⁹⁹ /mo* |
|-------------------------------------|--------------------------------------|---------------------------------|---|
| CrunchONE Kickoff | Month-to-Month No Commitment | Month-to-Month No Commitment | <input checked="" type="radio"/> Month-to-Month No Commitment |
| New Member Gift | | | <input type="radio"/> Monthly w/ 12 Month Commitment |
| Bring a Friend Every Time | | | |
| Relax & Recover Services | | | |
| HydroMassage® | <input checked="" type="checkbox"/> | | |
| Tanning | <input checked="" type="checkbox"/> | | |
| Extras | | | |
| Personal Training | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Crunch+ Streaming Workouts | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Payment Due Today | | | |
| Enrollment Fee | \$75.00 \$1.00 | \$75.00 \$0.00 | \$75.00 |
| Initial Monthly Dues | \$34.99 \$0.00 | \$26.99 | \$9.99 |
| Subtotal | \$109.99 \$1.00 | \$101.99 \$26.99 | \$84.99 |
| Tax | \$0.00 | \$0.00 | \$0.00 |
| Total Due Today | \$109.99 \$1.00 | \$101.99 \$26.99 | \$84.99 |

Gao v. Crunch Holdings

First Name

Last Name

Email Address

Phone Number

STAY UPDATED ON CLUB NEWS!
 By checking this box, I consent to receive promotional emails, calls (including prerecorded calls), and automated SMS texts from Crunch and/or its affiliates or agents. I confirm that I am the authorized user of the provided email and phone number.

I understand that my consent is voluntary and not a condition of purchasing any goods or services. I can opt out anytime by unsubscribing from emails or texting STOP to any SMS. Standard message and data rates may apply. Messaging frequency varies. I also agree to the [Terms of Use](#) and consent to the [Privacy Policy](#), including collecting certain location and usage information.

Location

Oceanside [Edit](#)

1767 Oceanside Blvd
 Oceanside, CA 92054

Membership Summary

Peak [Edit](#)

| Monthly Dues | |
|--------------------|---------|
| <u>Monthly Fee</u> | \$26.99 |
| Total | \$26.99 |

| Annual Dues | |
|--------------------|---------|
| <u>Annual Fee*</u> | \$59.99 |

| | |
|-----------------------------|-----------------------------|
| <u>Enrollment Fee</u> | \$75.00 \$0.00 |
| <u>Initial Monthly Dues</u> | \$26.99 |
| Subtotal | \$101.99 \$26.99 |

CONTINUE

Jalad v. Seel

Order Summary

Worry-Free Delivery for \$9.20 ?
Get a full refund if the order doesn't arrive as described, including loss & damage in transit
Powered by [Seel](#)

| | |
|---------------|------------------------|
| Subtotal | \$409.20 |
| Shipping | FREE! |
| Estimated Tax | Calculated at Checkout |



Apply Promo Code ▼

| | |
|--------------|-----------------|
| Total | \$409.20 |
|--------------|-----------------|

[Checkout](#)

Buy with Pay

Order Summary 2 items

| | |
|---|--|
|  | The North Face McMurdo Down... Smokey Brown, L Qty: 1 \$400.00 Only 1 in stock |
|  | Seel Worry-Free Delivery Fee WFD, S1 Qty: 1 \$9.20 |

[Edit Cart](#)

Worry-Free Delivery for \$9.20 ?
Get a full refund if the order doesn't arrive as described, including loss & damage in transit
Powered by [Seel](#)

Add **Summit Club+** Membership for \$49/yr ?
Earn **\$40.00** cash back on this order.
Available to U.S. customers only.

| | |
|---------------|----------|
| Subtotal | \$409.20 |
| Shipping | FREE! |
| Estimated Tax | \$0.00 |

FTC Rule on Unfair or Deceptive Fees

16 CFR Part 464

- Final Rule, published on January 10, 2025.
- Focused on live-event tickets and short-term lodging.
 - Also covers third-party travel service providers, including online travel agencies and travel advisors.

Federal Trade Commission Announces Bipartisan Rule Banning
Junk Ticket and Hotel Fees

Rule targets bait-and-switch pricing for live-event tickets and short-term lodging



FTC Rule on Unfair or Deceptive Fees (cont.)

Requirement to Display the “Total Price”

- Final Rule prohibits regulated businesses from offering, displaying, or advertising any price of a covered good or service **without clearly and conspicuously disclosing the total price.**
 - *Total price:* The maximum total of all fees or charges a consumer must pay for any good(s) or service(s) and any mandatory ancillary good or service.
- The total price must be disclosed **more prominently than any other pricing information.**
 - When the final amount of payment for the transaction is displayed, the final amount of payment must be disclosed more prominently than, or as prominently as, the total price.
 - *Excluding* government charges, shipping charges, and fees or charges for any optional ancillary good or service.
 - **Shipping charges:** The fees or charges that reasonably reflect the amount a business incurs to send physical goods to a consumer, including through the mail, private mail and shipping services, or by freight.

FTC Rule on Unfair or Deceptive Fees (cont.)

Requirement to Disclose the “Nature and Purpose”

- Before a consumer consents to pay, businesses must disclose:
 1. The nature, purpose, and amount of any fee or charge imposed on the transaction that has been excluded from the Total Price;
 2. The identity of the good or service for which the fee or charge is imposed; and
 3. The final amount of payment for the transaction.
- For example, an optional fee for expedited shipping that is accurately described.
 - In contrast, if a fee is titled “environmental fee” but in fact is used to cover the regular cost of shipping, then it would violate the rule.

Prohibition on “Misleading Fees”

- Cannot misrepresent any fee or charge, including the nature, purpose, amount, or refundability of any fee or charge; and the identity of the good or service for which the fee or charge is imposed.
- For example, a restaurant including a percentage fee on the total bill with a disclosure stating that the fee helps the restaurant pay for healthcare benefits would comply with the Rule.
 - If the restaurant instead tacked on a “service fee” that in fact did not go to service employees would violate the Rule.

New York City Executive Order on Junk Fees

- Established a city-wide “junk fee” task force.
- Directed the Department of Consumer and Worker Protection to take whatever actions it deems necessary to crack down on hidden or deceptive fees, and directed the office to monitor compliance, investigate potential violations, and enforce new rules designed to address such fees.
- The New York state legislature is also considering a bill governing fees, the New York Junk Fee Prevention Act, which would require businesses to disclose the “total price” inclusive of mandatory fees in advertising and before payment.



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

EXECUTIVE ORDER No. 9

January 5, 2026

COMBATTING HIDDEN JUNK FEES

WHEREAS, New Yorkers face a crisis of affordability and are often misled by junk fee pricing on goods and services, where one price is advertised but a different, higher price is charged at checkout; and

WHEREAS, hidden junk fee pricing is harmful to New Yorkers because junk fee pricing hides mandatory extra charges until the end of checkout, making the initial price seem lower than what is ultimately charged; and

WHEREAS, as a matter of basic fairness and honest business practice, New Yorkers deserve clear and transparent information about goods and services, including the full cost, before deciding whether to purchase such goods and services; and

WHEREAS, honest businesses that do not use junk fee pricing are at a competitive disadvantage and are undermined when bad actors use junk fee pricing to deceive customers with artificially low prices; and

WHEREAS, the City is committed to deploying all available resources to promote business practices that help New Yorkers make informed decisions when purchasing goods and services, thereby advancing affordability for all New Yorkers; and

WHEREAS, businesses that engage in junk fee pricing must be held accountable for misleading consumers and causing financial harm to New Yorkers;

NOW, THEREFORE, by the power vested in me as Mayor of the City of New York, it is hereby ordered:

Are Card Processing Surcharges Junk Fees?

The assessment of “surcharges” or “convenience fees” on credit and debit card transactions continues to draw interest from merchants to offset processing costs.

- A surcharge is a fee for paying by credit card.
- A convenience fee is a fee for the convenience of using an alternative payment channel (*e.g.*, an online portal).

Federal law and most states allow surcharges and convenience fees on card payments.

- **States that prohibit surcharges or regulate surcharge disclosure practices include:** California, Connecticut, Colorado, Kansas, Maine, Massachusetts, Minnesota, New Jersey, New York, Oklahoma, Puerto Rico, and Texas.

Under state “Total Price” disclosure laws, mandatory surcharges that are unavoidable need to be included in the total prices shown to consumers.



Email Marketing

Expansion of State Email Marketing Laws

- Until recently most email marketing laws were used to target issues related to the email itself, such as the use of a third-party domain name, false or misleading header information that misrepresented the source or transmission information of the email, and subject lines that materially misrepresented the subject matter or contents of the email.
- Now, private plaintiffs are using email marketing laws to challenge advertising representations in the subject line.
 - Primarily using Washington’s Commercial Electronic Mail Act (CEMA)
 - In 2025, the Washington State Supreme Court held that a company violates the law “even when the false or misleading information in the subject line does not deceive consumers about the advertising purpose or commercial nature of the e-mail.”
 - This opened the floodgates for litigation challenging subject lines stating:
 - That a sale is for a limited time or about to end when in fact the sale was extended (“LAST Chance,” “Sale ends tonight”)
 - Allegedly false pricing, such as claims that products were 40% off, with no end date on the sale. Because the companies never or almost never offered or sold the products at the non-discounted price, plaintiffs alleged the sale was false.

Washington CEMA Explained

- The law **prohibits** transmitting emails that:
 - Use a third party's internet domain without permission;
 - Misrepresent or obscure their point of origin;
 - Misrepresent or obscure transmission path information; and
 - *Contain false or misleading subject lines.*
- Applies to **any person** or entity sending commercial **emails from Washington or by a Washington resident.**
- Companies are **liable for actions of affiliates** and third-party email vendors.
- **Recipients** of unlawful commercial emails can pursue civil action under the CPA for statutory damages and actual damages.
- **Damages to the Recipient** of an email: Up to \$500 per violation or actual damages—whichever is greater.

CAN-SPAM Preemption and Savings Clause

- The CAN-SPAM Act **preempts state laws**, but its *savings clause preserves state statutes* that specifically prohibit **material** falsity or deception in commercial email.
 - “Falsity” and “deception” maintain their ordinary meanings.
 - Deception requires **more** than minor errors.
- For a state law to survive, it must regulate **material** falsity or deception rather than technical violations or formatting issues.

CAN-SPAM Preemption of Washington CEMA

Gordon v. Virtumundo, 575 F.3d 1040 (9th Cir. 2009).

Holding: The Ninth Circuit held that the CEMA header information claims were preempted by CAN-SPAM because the header deficiencies relate to, at most, non-deceptive statements or omissions and a heightened content or labeling requirement and therefore affirmed summary judgement.

- The plaintiff argued:
 - The headers in the emails at issue—specifically, the “from” lines—violated CEMA because they failed to clearly identify the emails’ sender and therefore misrepresented or obscured the identity of the sender.
 - It was a violation of CEMA to require consumers to engage in an extra step to identify the sender, such as reviewing the message content or consulting a WHOIS-type database.
 - CEMA requires that the sender or a client’s name expressly appear in the “from lines.”
- The court explained that because the claim involved “incomplete or less than comprehensive information” regarding the identity of the email sender, it did not amount to falsity or deception under the CAN-SPAM Act and was therefore preempted.
- Such technical allegations regarding the header information find no basis in traditional tort theories and therefore fall beyond the ambit of the exception language in the CAN-SPAM Act’s express preemption clause.
- The court emphasized that assuming they are actionable under CEMA, they falter under the weight of federal preemption.

Washington CEMA Cases: Reason to Hope?

In March, the Washington state legislature restricted the breadth of the law:

- H.B. 2274 will limit CEMA's scope to cases where the sender *knew* the email's subject was false or misleading. The bill will also reduce the damages that a plaintiff can receive without proof of personal injury from \$500 to \$100 per violation.
- As originally published, the bill would have required proof that the recipient-plaintiff "received, reviewed, and detrimentally relied upon" an email subject that was misleading "about a fact material to the relevant transaction."
- As enacted, the amended H.B. 2274 limits CEMA to instances where the email sender *knew* that the subject line contained false or misleading information. The bill also reduces statutory damages from \$500 to \$100 per violation, meaning the maximum an individual plaintiff can obtain without proof of injury is \$100.
- Updated law is effective **June 11, 2026**, and will apply to all CEMA lawsuits filed from that day onward, regardless of when the plaintiff received the email at issue.

False Discounts

FTC – Guides Against Deceptive Pricing

16 CFR Part 233

The Federal Trade Commission (FTC) has issued Guides Against Deceptive Pricing that prohibit various types of deceptive reference price comparisons or offers when advertising, such as:

- Comparing the sale price to
 1. Former price
 2. Competitors' price
 3. Suggested retail price
 4. Deceptive bargain offers
 5. Miscellaneous price comparisons

State consumer protection laws can mirror or impose different and stricter requirements on how sellers can advertise their prices.



Discount and Savings Claims

- Class action lawsuits continue to be filed concerning advertised discounts and savings, such as:
 - “50% off”; “Buy One, Get One”; ~~\$100~~, \$50; *Limited Time Only*
- Plaintiffs allege that companies artificially inflate the true market price for these products by raising consumers’ internal reference price and in turn the perceived value consumers ascribe to these products.
- Federal and state law regulates how businesses can advertise potential savings to consumers.
 - Cal. Bus. & Prof. Code § 17501
 - *No price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement or unless the date when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement.*
 - In other words, the seller must ensure that the “original price” being referenced was the “prevailing market price” within the three months prior to the publication of the advertised price or some other disclosed period.



O'Dea v. Premium Brands Opco

Pricing Allegations:

- Plaintiff alleges Premium Brands Opco LLC systematically advertised merchandise at Ann Taylor Factory Stores and LOFT Outlet with purported “discounts” from artificially inflated original prices that never reflected real market or regular prices, misleading consumers about the true value and savings.
- The complaint asserts this false reference pricing misleads consumers into believing they are getting significant savings, causing them to pay higher prices than they would if prices were honest and transparent, effectively overpaying due to deception.
- Plaintiff claims the deceptive pricing scheme violates Oregon’s Unlawful Trade Practices Act and federal consumer protection law (FTC Act), and seeks class relief including restitution, damages, injunctions, and an end to the deceptive pricing practices.



| No. | Item: | Store: | False Reference Price: | Purchase Price: |
|-----|------------------|-------------|------------------------|----------------------|
| 1. | L Dress 35355397 | Loft Outlet | \$84.99 | \$63.74 (25% Off) |

Broomes v. FullBeauty Brands Operations, LLC

Pricing Allegations:

- Products were offered on the website at a sale price discounted from a higher reference price. The products consist entirely or almost entirely of Defendant's in-house branded clothing.
- Plaintiff alleged the prices were false and misleading, and FullBeauty inflated comparison reference prices to deceive customers into believing that the sale price is a discounted bargain price.
- Because the reference price is an allegedly falsely inflated price and because Defendant allegedly rarely, if ever, listed or sold items at the reference price, Plaintiff argued consumers were misled into thinking that they were receiving a substantial markdown or discount.
- Plaintiff's complaint alleges these practices violate California's False Advertising Law, Unfair Competition Law, and other statutory and common law causes of action.

Faux Leather Moto Jacket

~~\$149.95~~

40% OFF* with code: EQLONGWKND

\$89.97 with code



Autorenewal

FTC Negative Option Rule: An Update

- A previous version of the Negative Option Rule was vacated by a federal court: On July 8, 2025, the U.S. Court of Appeals for the Eighth Circuit vacated the FTC’s amended Negative Option Rule in its entirety on procedural grounds—holding that the FTC failed to conduct a required preliminary regulatory analysis for a rule estimated to have significant economic impact, and thus the Rule will not take effect as planned.
 - That version of the Negative Option Rule (including “click-to-cancel” consent and cancellation requirements) will not go into force.
- On January 30, 2026, the FTC restarted the rulemaking process by sending a draft Advance Notice of Proposed Rulemaking (ANPRM) concerning the Rule to the Office of Information and Regulatory Affairs (OIRA) within the Office of Management and Budget.
- The text of the updated Rule is not yet public...

Autorenewal Programs: General Compliance Requirements under State Laws

- Clear and conspicuous disclosures
- Affirmative consent
- Order confirmation
- Simple cancellation mechanism
- Renewal reminders
- Material changes to the offer

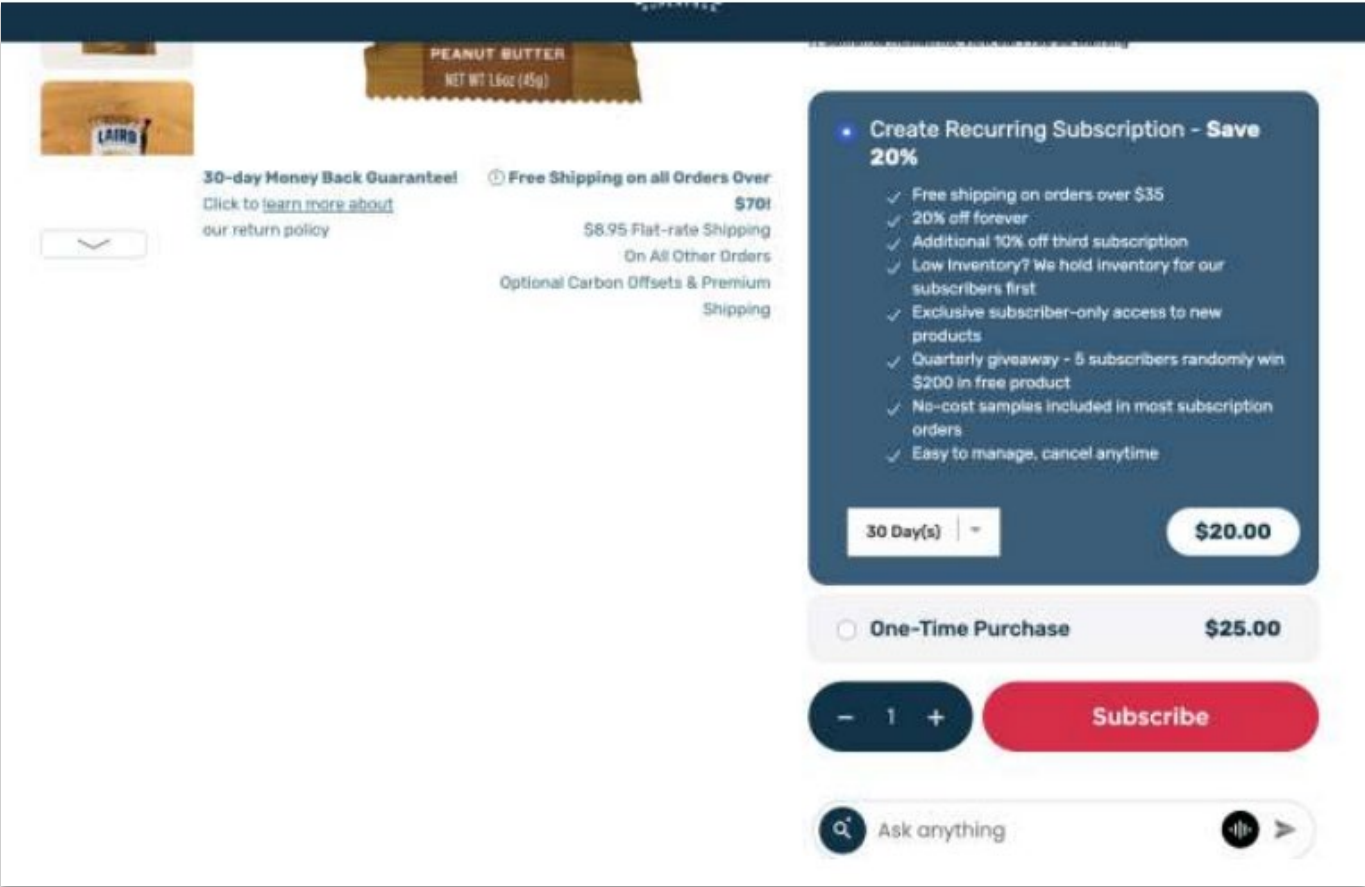
Autorenewal and Negative Option Programs: Hot Areas of Challenge

Many companies are being challenged under California's Automatic Renewal Law and other state laws for:

- Failing to clearly and conspicuously disclose all aspects of the autorenewal, including the cancellation policy that applies to the offer and pricing and frequency of charges
- Failure to disclose “Clearly and conspicuously,” which laws define as:
 - In “larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”
- Failure to provide post-transaction acknowledgment with all required elements, including the cancellation mechanism and recurring charges and frequency of charges

Licea v. Laird Superfood (San Diego Super. Ct.)

Step 1



Licea v. Laird Superfood (San Diego Super. Ct.)

Step 2

Carbon Offsets & Premium Protection \$1.15
For lost, damaged, or stolen packages

Payment

All transactions are secure and encrypted.

Credit card VISA +5

Card number

Expiration date (MM / YY) Security code

Name on card

Use shipping address as billing address

PayPal PayPal

Free Shipping Terms

Pay now

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

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

Total

USD **\$21.15**

Recurring subtotal \$20.00 every 30 days

- Organic PERFORM Functional Mushroom Coffee - Medium Roast Ground** 1 - 12oz \$20.00 Size
- Sweet & Creamy with Adaptogens Superfood Creamer®** 1 - 16oz \$27.00 Size
- Sweet and Creamy Instant Latte with Adaptogens** 1 - 8oz \$19.00 Size
- Hydrate Variety Pack** Hydrate Variety 10pk Add - \$20.00 \$20.00

You'll love it or we'll make it right

Military, First Responder, Government Employee and Teacher discount available

Licea v. Laird Superfood (San Diego Super. Ct.)

Order Confirmation

Order Details

Order #51738457
November 13, 2025




Peanut Butter Protein Bar (10pck) - 10 Pack
10 Pack
Quantity: 1
Price: \$20.00

Subtotal: \$20.00
Total: \$28.95

Order Details

Order #51738457
November 13, 2025




Peanut Butter Protein Bar (10pck) - 10 Pack
10 Pack
Quantity: 1
Price: \$20.00

Subtotal: \$20.00
Total: \$28.95


Your Information

| | |
|---|--|
| Shipping Info Luis Licea 12993 Rocky Trail Way Victorville, California 92395 United States | Billing Info Luis Licea 12993 Rocky Trail Way Victorville, California 92395 United States |
|---|--|

Check out these products we know you'll love!

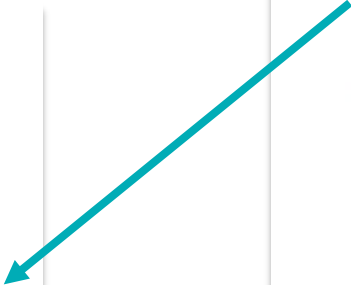


Battery Frother with Case
[Shop Now](#)



Bag Clip with Scoop
[Shop Now](#)

HAVE ANY QUESTIONS?
We're here to help.
[CONTACT US](#)



Questions?



Ellen Berge

Partner

+1 202.344.4704

etberge@Venable.com



Shahin Rothermel

Partner

+1 202.344.4550

sorothermel@Venable.com

[Venable.com/VAST](https://www.venable.com/VAST)

VENABLE LLP



© 2026 Venable LLP.

This document is published by the law firm Venable LLP. It is not intended to provide legal advice or opinion. Such advice may only be given when related to specific fact situations that Venable has accepted an engagement as counsel to address.

VENABLE LLP