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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 AVIVA COPAKEN, on behalf of herself and  
19 all others similarly situated,

20 Plaintiff,

21 vs.

22 SHAKE SHACK INC.,

23 Defendant.

Case No. **24STCV33113**

**CLASS ACTION COMPLAINT**

24 Plaintiff Aviva Copaken (“Plaintiff”), individually and on behalf of all others similarly  
25 situated, brings this class action complaint against Defendant Shake Shack Inc. (“Defendant” or  
26 “Shake Shack”). Plaintiff makes the following allegations based upon, *inter alia*, the investigation  
27 made by her counsel, and based upon information and belief, except as to those allegations  
28 specifically pertaining to Plaintiff which are based on her personal knowledge and alleges the  
following:

**PRELIMINARY STATEMENT**

1           1.       This is a proposed class action seeking monetary damages, restitution, and injunctive  
2 and declaratory relief from Defendant Shake Shack Inc. arising from its use of deceptive fees on  
3 orders through its website and app.

4           2.       When consumers seek to order food delivery through Shake Shack’s website and/or  
5 app, Shake Shack prominently advertises pricing that is drastically altered by the time the payment  
6 screen populates. On the payment screen consumers are surprised with a so-called “Courier Fee” and  
7 “Service Fee” (collectively “Fees”).

8           3.       As discussed in detail herein, the assessment of these Fees is deceptive and unfair,  
9 since, a) Shake Shack does not disclose these added Fees until the very last step in the multi-step  
10 purchasing process; b) the Fees themselves are deceptively named and described; and c) for orders  
11 for delivery, Shake Shack represents that the fee for delivery is just \$1.99.

12          4.       The deceptive addition of the “Courier Fee” and “Service Fee” renders Shake Shack’s  
13 advertised pricing false.

14          5.       Shake Shack misrepresents the actual costs of food and its delivery service to  
15 consumers.

16          6.       Shake Shack omits and conceals material facts about Shake Shack’s food and delivery  
17 service, never once informing consumers in any disclosure, at any time, that they will incur on all  
18 orders a “Service Fee” and for delivery orders, a “Courier Fee” in addition to the Delivery Fee  
19 advertised at \$1.99.

20          7.       Hundreds of thousands of Shake Shack customers like Plaintiff have been assessed  
21 hidden fees for which they did not bargain.

22          8.       Consumers like Plaintiff reasonably understand Shake Shack’s advertised price to  
23 disclose the total cost they will pay for their food and to have their food delivered.

24          9.       By unfairly obscuring its true costs, Shake Shack deceives consumers and gains an  
25 unfair upper hand on competitors that fairly disclose their true prices and fees.

26          10.       Plaintiff seeks damages and, among other remedies, injunctive relief that fairly allows  
27 consumers to decide whether they will pay Shake Shack’s surreptitiously added-on fees.  
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**PARTIES**

11. Plaintiff Aviva Copaken is a resident and a citizen of Los Angeles, California.

12. Defendant Shake Shack Inc. is an American fast casual restaurant chain headquartered in New York, New York.

**JURISDICTION AND VENUE**

13. This Court has jurisdiction over Defendant and the claims set forth below pursuant to Code of Civil Procedure § 410.10 and the California Constitution, Article VI § 10, because this case is a cause not given by statute to the other trial courts.

14. Plaintiff is informed and believes that the State of California has personal jurisdiction over the Defendant named in the action because Defendant is a company authorized to conduct and does conduct business in this State. Defendant is registered with the California Secretary of State to do sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market, including in the County of Los Angeles, which has caused both obligations and liability of Defendant to arise in the County of Los Angeles.

15. The amount in controversy exceeds the jurisdictional minimum of this Court.

**FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

**A. Shake Shack’s Website Fails to Bind Users to Any Terms of Service**

16. When a consumer selects an item for purchase on the Shake Shack website, she then enters into a multi-step purchasing process in which she is shown screens that, in order: 1) show her shopping cart reflecting a subtotal; 2) require entry of contact information; and (3) require entry of payment information.

17. During the multi-step process, users are never provided with Shake Shack’s terms of service; are never required to view such terms of service; and are never required to affirmatively consent to terms of service.

**B. Shake Shack Omits and Conceals Material Facts About the Costs of Food Delivery**

18. First, because the “Service Fee” and “Courier Fee” are not disclosed until the final payment screen, Shake Shack misrepresents the cost of the food on which the consumer relies in

1 placing an order.

2 19. Further, Shake Shack represents that the “Delivery Fee” for food delivery orders  
3 placed on the website or app is just \$1.99 – but this is false since it surreptitiously tacks on an  
4 additional delivery fee described as the “Courier Fee.”

5 20. By assessing “Service Fees” to all food orders placed on Shake Shack’s app or website,  
6 the advertised price for any specific food item is false.

7 21. Similarly, by assessing a “Courier Fee” on delivery orders, the \$1.99 “Delivery Fee”  
8 is false and intentionally misleading because it does not even represent the true added costs of  
9 delivery.

10 22. By unfairly obscuring its true fees to consumers, Shake Shack deceives consumers and  
11 gains an unfair upper hand on competitors that fairly disclose their true fees. Indeed, other major fast-  
12 food chains in the U.S. do not assess fees outside of those properly disclosed at the outset of a  
13 consumer’s order.

14 30. In short, the disclosed item cost on Shake Shack’s website and app is not accurate.  
15 The *actual* cost for food and food delivery is the listed subtotal *plus* the “Service Fee” and “Courier  
16 Fee” that Shake Shack deceptively adds late in the ordering process.

17 31. Shake Shack does not inform consumers the true costs of its food and delivery service  
18 and it misrepresents the price of any given food item, when in fact those costs are actually higher.

19 32. Moreover, the additional fees assessed are never reasonably disclosed to consumers  
20 until it shows up as a line item in their shopping cart—after the purchase process is largely complete.  
21 This process fails to provide an adequate advance warning to customers that additional fees will be  
22 imposed on their purchases.

23 33. Many consumers do not notice these fees are being added to their order. Others believe  
24 that they have no choice but to pay these fees. And others still notice the previously undisclosed fees  
25 but decide to go through with the purchase anyway unsure of how it can be removed from their Cart  
26 after it was automatically added: they have already invested substantial time and effort inputting their  
27 information into the Shake Shack’s system. So, it doesn’t make sense to start over and research  
28

1 whether there is a way to avoid these fees. The deceptive checkout practice has done its job and  
2 diverted the sale to Shake Shack.

3 34. In any of these situations, the result is the same: a consumer who otherwise would  
4 have found a way to pay without paying the fees, ends up paying the fees. Defendant profits; Plaintiff  
5 and the class lose profits.

6 35. This is a classic case of “Drip pricing”. “Drip pricing” works because as research has  
7 shown, “our brains tend to fix on the price we first encountered even after we learn the total cost. And  
8 even when consumers learn about the hidden fees, they often pay up rather than shop around . . .  
9 because they figure that ‘investing more time into searching for it will not be worthwhile.’” Santul  
10 Narkar, *It’s a Great Deal, Before the ‘Drip Pricing’*, New York Times, available at  
11 <https://www.nytimes.com/interactive/2024/02/23/business/what-is-drip-pricing.html> (quoting  
12 Professor David Friedman of Willamette University).

13 36. By unfairly obscuring its charges to consumers, Shake Shack deceives consumers and  
14 gains an unfair upper hand on competitors that fairly disclose their true charges.

15 **D. The Courier fee and Service Fee Are Junk Fees That Violate Federal Guidance**

16 37. Shake Shack’s fees are precisely the type of “Junk Fees” that has come under  
17 government scrutiny in recent years:

18 Junk fees are fees that are mandatory but not transparently disclosed to consumers.  
19 Consumers are lured in with the promise of a low price, but when they get to the  
20 register, they discover that price was never really available. Junk fees harm consumers  
21 and actively undermine competition by making it impractical for consumers to  
22 compare prices, a linchpin of our economic system.

22 The White House, *The Price Isn’t Right: How Junk Fees Cost Consumers and Undermine*  
23 *Competition*, March 5, 2024, available at [https://www.whitehouse.gov/cea/written-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)  
24 [materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)  
25 [competition/#\\_ftnref3](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3).

26 38. As the Federal Trade Commission said recently in its effort to combat Junk Fees:

27 [M]any consumers said that sellers often do not advertise the total amount they will  
28 have to pay, and disclose fees only after they are well into completing the transaction.  
They also said that sellers often misrepresent or do not adequately disclose the nature

1 or purpose of certain fees, leaving consumers wondering what they are paying for or  
2 if they are getting anything at all for the fee charged.

3 Fed. Trade Comm’n, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden*  
4 *and falsely advertised fees*, October 11, 2023, available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees)  
5 [events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

6 39. In July of 2024, California expanded its Consumer Legal Remedies Act (“CLRA”)  
7 was amended to make illegal “drip pricing,” which involves advertising a price that is less than the  
8 actual price that a consumer will have to pay for a good or service. California Civil Code Section  
9 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for a product,  
10 only for that product to be subject to additional or mandatory fees later. In other words, “the price  
11 listed or advertised to the consumer must be the full price that the consumer is required to pay.” *See*  
12 *California Department of Justice, Office of the Attorney General, SB 478 Frequently Asked*  
13 *Questions*, available at [https://oag.ca.gov/system/files/attachments/press-](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf)  
14 [docs/SB%20478%20FAQ%20%28B%29.pdf](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf) (last accessed July 18, 2024). As the California  
15 Department of Justice stated:

16 Businesses are free to explain how they set their prices or to *subsequently* itemize the  
17 charges that make up the total price that they charge customers. However, the price  
18 they advertise or display must be the total price that customers will have to pay for the  
19 good or service. Knowing the price of a good of service is essential to competition,  
20 and displaying a price that is less than what the customer will actually be charged is  
21 deceptive.

22 *Id.* at p. 4 (emphasis added).

23 40. In its 2013 publication “.com Disclosures: How to Make Effective Disclosures in  
24 Digital Advertising, the FTC makes clear that when advertising and selling are combined on a  
25 website, and the consumer will be completing the transaction online, the disclosures should be  
26 provided before the consumer makes the decision to buy – for example, before the consumer “add[s]  
27 to shopping cart.” *See* Fed. Trade Comm’n, *How to Make Effective Disclosures in Digital Advertising*  
28 at ii, 14 (Mar. 2013), available at [https://www.ftc.gov/sites/default/files/attachments/press-](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf)  
[releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf).

1 41. Defendant violates federal guidance by adding the courier fee and service fee as line  
2 items well after the consumer “add[s] to shopping cart”, and by failing to disclose the nature of these  
3 fees and whether consumers are getting any benefit at all from the fee charged.

4 **E. Plaintiff Copaken’s Experience**

5 42. Plaintiff Copaken used the Shake Shack app to place a food delivery order on  
6 November 12, 2024.

7 43. When using the website, Plaintiff was repeatedly informed that her cart total was  
8 \$21.67.

9 44. However, Plaintiff’s purchase included a \$2.17 “Service Fee” and \$3.00 “Courier Fee”  
10 that—for the reasons described above—in fact represented additional food and delivery fees tacked  
11 on to Plaintiff’s order.

12 45. Plaintiff would not have made the purchase if she had known that Shake Shack would  
13 tack on additional fees.

14 46. If she had known the true cost of her order, she would have chosen another method or  
15 merchant for ordering her food.

16 **CLASS ALLEGATIONS**

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

19 All consumers in California who, within the applicable statute of  
20 limitations preceding the filing of this action to the date of class  
21 certification, ordered food through Shakeshack.com or the Shake  
22 Shack app, and were assessed so-called “Courier Fee” and/or “Service  
23 Fee”.

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

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

6           50.     **Commonality:** There are questions of law or fact common to the Class, which  
7 include, but are not limited to the following:

- 8           a.     Whether during the class period, Defendant deceptively represented its Fees  
9                 for orders on Shakeshack.com and on the Shake Shack app;
- 10          b.     Whether Defendant’s alleged misconduct misled or had the tendency to  
11                 mislead consumers;
- 12          c.     Whether Defendant engaged in unfair, unlawful, and/or fraudulent business  
13                 practices under the laws asserted;
- 14          d.     Whether Defendant’s alleged conduct constitutes violations of the laws  
15                 asserted;
- 16          e.     Whether Plaintiff and members of the Class were harmed by Defendant’s  
17                 misrepresentations;
- 18          f.     Whether Plaintiff and the Class have been damaged, and if so, the proper  
19                 measure of damages; and
- 20          g.     Whether an injunction is necessary to prevent Defendant from continuing to  
21                 deceptively represent the amount for orders on Shakeshack.com and on the  
22                 Shake Shack app.

23           51.     **Typicality:** Like Plaintiff, many other consumers ordered food for delivery from  
24 Shake Shack’s website or mobile app, believing that the price reflected throughout the check-out  
25 process represented the total Plaintiff and other consumers would pay for their order. Plaintiff’s claims  
26 are typical of the claims of the Class because Plaintiff and each Class member was injured by  
27 Defendant’s false representations about the true nature of Shake Shack’s food delivery service.  
28 Plaintiff and the Class have suffered the same or similar injury as a result of Defendant’s false,



1 deceptive and misleading representations. Plaintiff’s claims and the claims of members of the Class  
2 emanate from the same legal theory, Plaintiff’s claims are typical of the claims of the Class, and,  
3 therefore, class treatment is appropriate.

4 52. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and has  
5 retained counsel competent and experienced in prosecuting and resolving consumer class actions.  
6 Plaintiff will fairly and adequately represent the interests of the Class and does not have any interests  
7 adverse to those of the Class.

8 53. **The Proposed Class Satisfies Prerequisites for Injunctive Relief.** Defendant has  
9 acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final  
10 injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in  
11 ordering food for delivery through Shake Shack’s website; there is no way for her to know when or  
12 if Defendant will cease deceptively misrepresenting the cost of delivery.

13 54. Specifically, Defendant should be ordered to disclose the true costs of its food and  
14 food delivery service.

15 55. Defendant’s ongoing and systematic practices make declaratory relief with respect to  
16 the Class appropriate.

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

24 **CAUSES OF ACTION**

25 **FIRST CLAIM FOR RELIEF**  
26 **Unjust Enrichment**  
**(On Behalf of Plaintiff and the Class)**

27 57. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if  
28 fully set forth herein.

1 58. To the detriment of Plaintiff and the Class, Defendant has been, and continues to be,  
2 unjustly enriched as a result of its wrongful conduct alleged herein.

3 59. Plaintiff and the Class conferred a benefit on Defendant when they paid Defendant the  
4 Courier and Service Fees, which they did not agree to and could not reasonably avoid.

5 60. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits,  
6 which under the circumstances, would be unjust to allow Defendant to retain.

7 61. Defendant’s unjust enrichment is traceable to, and resulted directly and proximately  
8 from, the conduct alleged herein.

9 62. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained fees  
10 received by Defendant as a result of its inequitable conduct as more fully stated herein.

11 **SECOND CLAIM FOR RELIEF**  
12 **Violation of California’s Unfair Competition Law**  
13 **(Cal. Bus. & Prof. Code § 17200, et seq.)**  
14 **(On Behalf of Plaintiff and the Class)**

15 63. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if  
16 fully set forth herein.

17 64. Defendant’s conduct described herein violates the Unfair Competition Law (“UCL”),  
18 codified at California Business and Professions Code section 17200, *et seq.*

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

23 66. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally  
24 or negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such  
25 practices occurred.

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

1 68. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
2 members of the public.

3 69. A business act or practice is “unlawful” under the UCL if it violates any other law or  
4 regulation.

5 70. Defendant committed unfair and fraudulent business acts and practices in violation of  
6 Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting that the  
7 presence and nature of its Courier and Service fees.

8 71. Defendant’s acts and practices offend an established public policy of truthful  
9 advertising and fee disclosure in the marketplace, and constitute immoral, unethical, oppressive, and  
10 unscrupulous activities that are substantially injurious to consumers.

11 72. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices.  
12 There were reasonably available alternatives to further Defendant’s legitimate business interests,  
13 other than the misleading and deceptive conduct described herein.

14 73. Defendant’s conduct also constitutes an “unlawful” act under the UCL because it also  
15 constitutes a violation of sections 1770(a)(5) and (a)(9) of the California Consumer Legal Remedies  
16 Act (“CLRA”), Cal. Civ. Code section 1750, *et seq.*

17 74. Defendant’s business practices have misled Plaintiff and the proposed Class and,  
18 unless enjoined, will continue to mislead them in the future.

19 75. Plaintiff relied on Defendant’s misrepresentations in making her purchase.

20 76. By falsely marketing its food and food delivery services, Defendant deceived Plaintiff  
21 and Class members into making purchases they otherwise would not make.

22 77. As a direct and proximate result of Defendant’s unfair, fraudulent, and unlawful  
23 practices, Plaintiff and Class members suffered and will continue to suffer actual damages.  
24 Defendant’s fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and Class  
25 members that they will be deceived. Plaintiff desires to conduct further business with Defendant but  
26 cannot rely on Defendant’s representations unless an injunction is issued.

27 78. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has been unjustly  
28 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and

1 Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

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

5 80. Plaintiff has no adequate remedy at law in part because Defendant continues to add  
6 Courier and Service fees to purchases. Plaintiff therefore seeks an injunction on behalf of the general  
7 public to prevent Defendant from continuing to engage in the deceptive and misleading practices  
8 described herein.

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

11 81. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if  
12 fully set forth herein.

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

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

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

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

28 86. Further, Plaintiff requests an order awarding Plaintiff and Class members restitution

1 of the money wrongfully acquired by Defendant by means of said misrepresentations.

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

4 **FOURTH CLAIM FOR RELIEF**  
5 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**  
6 **Cal. Civ. Code § 1750, *et seq.***  
7 **(On Behalf of Plaintiff and the Class)**

8 88. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-56 as if  
9 fully set forth herein.

10 89. This cause of action is brought pursuant to the Consumers Legal Remedies Act  
11 (CLRA), California Civil Code § 1750, *et seq.* Plaintiff and each member of the proposed Class are  
12 “consumers” as defined by California Civil Code § 1761(d). Defendant’s food delivery services  
13 offered to consumers in exchange for payment are “transactions” within the meaning of California  
14 Civil Code § 1761(e). The food purchased by Plaintiff and the Class are “goods” within the meaning  
15 of California Civil Code § 1761(a).

16 90. Defendant violated and continues to violate the CLRA by engaging in the following  
17 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class  
18 which were intended to result in, and did result in, the sale of food:

- 19 a. “Misrepresenting the affiliation, connection, or association with, or  
20 certification by, another” (a)(3);
- 21 b. “Representing that goods or services have . . . characteristics . . . that they do  
22 not have” (a)(5);
- 23 c. “Advertising goods or services with intent not to sell them as advertised”  
24 (a)(9);
- 25 d. “Representing that a transaction confers or involves rights, remedies, or  
26 obligations that it does not have or involve, or that are prohibited by law”  
27 (a)(14)
- 28 e. “Advertising that a product is being offered at a specific price plus a specific  
percentage of that price unless (A) the total price is set forth in the

1 advertisement, which may include, but is not limited to, shelf tags, displays,  
2 and media advertising, in a size larger than any other price in that  
3 advertisement, and (B) the specific price plus a specific percentage of that price  
4 represents a markup from the seller's costs or from the wholesale price of the  
5 product” (a)(20); and

6 f. “Advertising, displaying, or offering a price for a good or service that does not  
7 include all mandatory fees or charges” (a)(29).

8 91. Specifically, Shake Shack falsely advertised the price of any given food item on its  
9 website. Shake Shack failed to inform consumers in any disclosure, at any time, that the so-called  
10 “Courier Fee” and “Service Fee” would be tacked on to their purchase total at the last possible  
11 opportunity.

12 92. At no time does Defendant disclose the true nature of its Courier Fee and Service Fee;  
13 instead, it repeatedly conceals and misrepresents this material information at several steps of the  
14 transaction process.

15 93. Pursuant to § 1782(a) of the CLRA, Plaintiff’s counsel notified Defendant in writing  
16 by certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the  
17 problems associated with the actions detailed above and give notice to all affected consumers of  
18 Defendant’s intent to act. If Defendant fails to respond to Plaintiff’s letter or agree to rectify the  
19 problems associated with the actions detailed above and give notice to all affected consumers within  
20 30 days of the date of written notice, as proscribed by §1782, Plaintiff will move to amend her  
21 Complaint to pursue claims for actual, punitive and statutory damages, as appropriate against  
22 Defendant. As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

23 94. Plaintiff also seek public injunctive relief, as described above.

24 **PRAYER FOR RELIEF**

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

- 26 1. Certifying the proposed Class;  
27 2. Declaring that Defendant is financially responsible for notifying the Class members of  
28 the pendency of this suit;

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

**DEMAND FOR JURY TRIAL**

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

17 Dated: December 16, 2024

**KALIELGOLD PLLC**



19  
20 By: \_\_\_\_\_

Jeffrey D. Kalief  
Sophia Goren Gold

21  
22 Scott Edelsberg (SBN 330990)  
**EDELSBERG LAW, P.A.**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Shake Shack Lawsuit Filed Over Allegedly Hidden Service, Delivery Fees Online](#)

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