



1 Plaintiff Lauren Wolf-Bond, on behalf of herself and all others similarly situated, complain  
2 and allege upon information and belief based, among other things, upon the investigation made by  
3 Plaintiff and through her attorneys as follows:

4 **INTRODUCTION**

5 1. This is a proposed class action seeking monetary damages, restitution, and public  
6 injunctive and declaratory relief from Defendants Route App, Inc. (“Route”) and TA3, Inc. (“TA3”)  
7 (together, “Defendants”) arising from their deceptive addition of junk fees to consumers’ shopping  
8 carts.

9 2. When consumers browse products on e-commerce websites, the e-commerce website  
10 will advertise the price of its retail items, along with an advertisement for either free or flat rate  
11 shipping. Those pricing representations are false, however, because e-commerce retailers such as  
12 TA3, working with Route, surreptitiously add junk fees to consumer purchases, including Route’s  
13 so-called “Shipping Protection” fee.

14 3. As discussed in detail herein, the assessment of these fees is deceptive and unfair,  
15 since: (a) Route and TA3 sneak these fees into consumers’ shopping carts; (b) the fees are nothing  
16 more than an additional cost for shipping, rendering retailer promises for “free” or flat-rate shipping  
17 false; (c) the fees themselves are deceptively named and described; and (d) the fees provide no  
18 added value to consumers and reasonable consumers, like Plaintiff, would not knowingly choose to  
19 pay them, absent Defendants’ deception.

20 4. Thousands of e-commerce customers like Plaintiff have been assessed hidden  
21 shipping charges for which they did not bargain due to Defendants’ deceptive tactics.

22 5. By unfairly obscuring their true shipping costs, Defendants deceive consumers and  
23 gain an unfair upper hand on competitors that fairly disclose their true shipping charges. To wit,  
24 other major e-commerce sites do not assess such a fee.

25 6. Plaintiff seeks damages and, among other remedies, public injunctive relief that  
26 fairly allows consumers to decide whether they will pay shipping costs.

27 **PARTIES**

28 7. Plaintiff Lauren Wolf-Bond is a resident and a citizen of Fort Worth, Texas.

1 8. Defendant TA3 is an American luxury swimwear retailer headquartered in Los  
2 Angeles, California.

3 9. Defendant Route is an American software company for e-commerce retailers  
4 headquartered in Lehi, Utah.

5 **JURISDICTION AND VENUE**

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

9 11. Plaintiff is informed and believes that the State of California has personal  
10 jurisdiction over the Defendants named in the action because Defendant Route is doing business in  
11 Los Angeles County. Defendants also intentionally avail themselves of the California market,  
12 including in the County of Los Angeles, which has caused both obligations and liability of  
13 Defendants to arise in the County of Los Angeles.

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

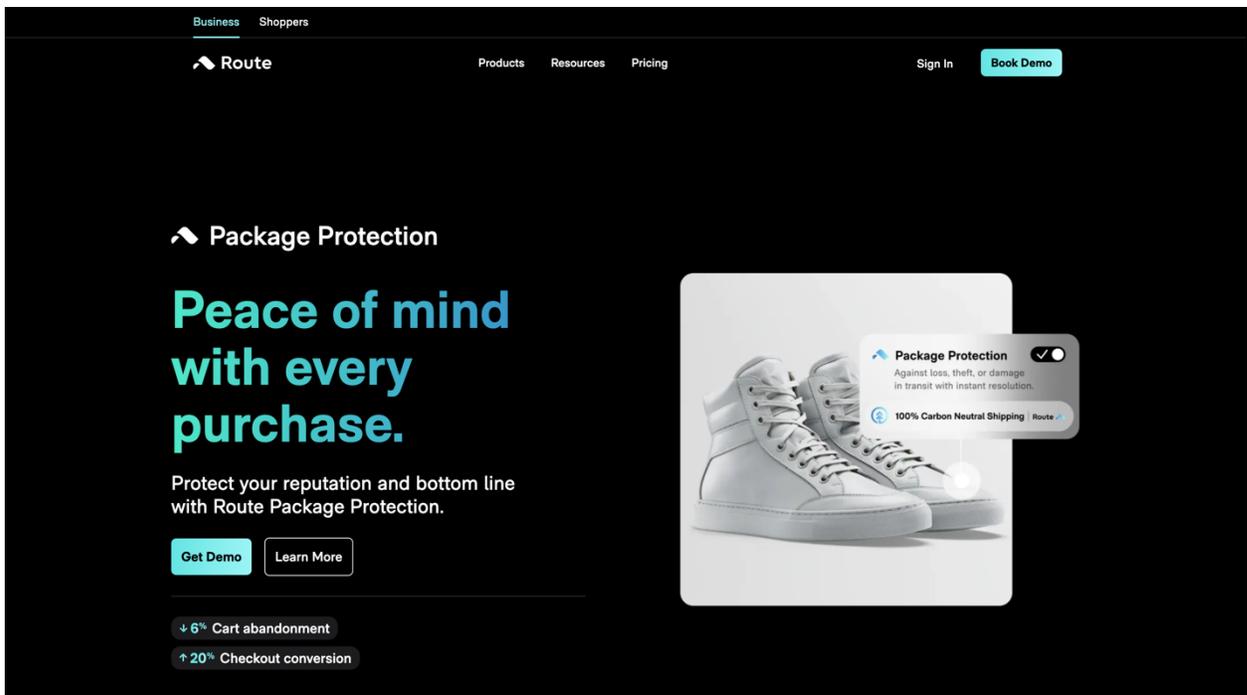
15 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

16 **I. The Rise of Route**

17 13. Route offers various services to e-commerce retailers related to shipping including  
18 its purported “Shipping Protection.”

19 14. Route ingratiates itself with e-commerce retailers like TA3 by promising it can help  
20 retailers make more money from the shipping rates they charge consumers. For example, Route  
21 promises to help retailers “protect” their “bottom line” with Route’s package protection.

22 (image on next page)  
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15. But the way in which Route helps e-commerce retailers protect their “bottom line” is through deception. As described herein, Route directs e-commerce retailers who use its services to install a widget on its website. That widget adds a hidden, *pre-selected* box or toggle that automatically adds junk fees like “Package Protection” fees, seen in the image above, to all orders. This method of adding on fees is designed to go undetected by consumers and thus provide additional revenue to both Route and e-commerce retailers who use it.

16. The Wall Street Journal highlights the problem, stating:

Some brands automatically add optional coverage to orders. *Customers have complained the fees are disclosed in small fonts, made to appear mandatory when they are not or are displayed late in the online checkout process.*

Imani Moise, *Porch Pirates Are Now Raising the Price You Pay at Checkout*, Wall Street Journal, December 25, 2024, available at [https://www.wsj.com/personal-finance/package-theft-hidden-fee-higher-prices-325c4a34?mod=Searchresults\\_pos3&page=1](https://www.wsj.com/personal-finance/package-theft-hidden-fee-higher-prices-325c4a34?mod=Searchresults_pos3&page=1) (emphasis added).

17. Upon information and belief, Route is aware that by programming its widget to automatically opt in consumers to its “Shipping Protection” fees, most consumers will unknowingly purchase the protection. Route is further aware that had it programmed its widget to offer *optional* Shipping Protection (requiring an opt-in), the vast majority of consumers would not purchase its

1 product.

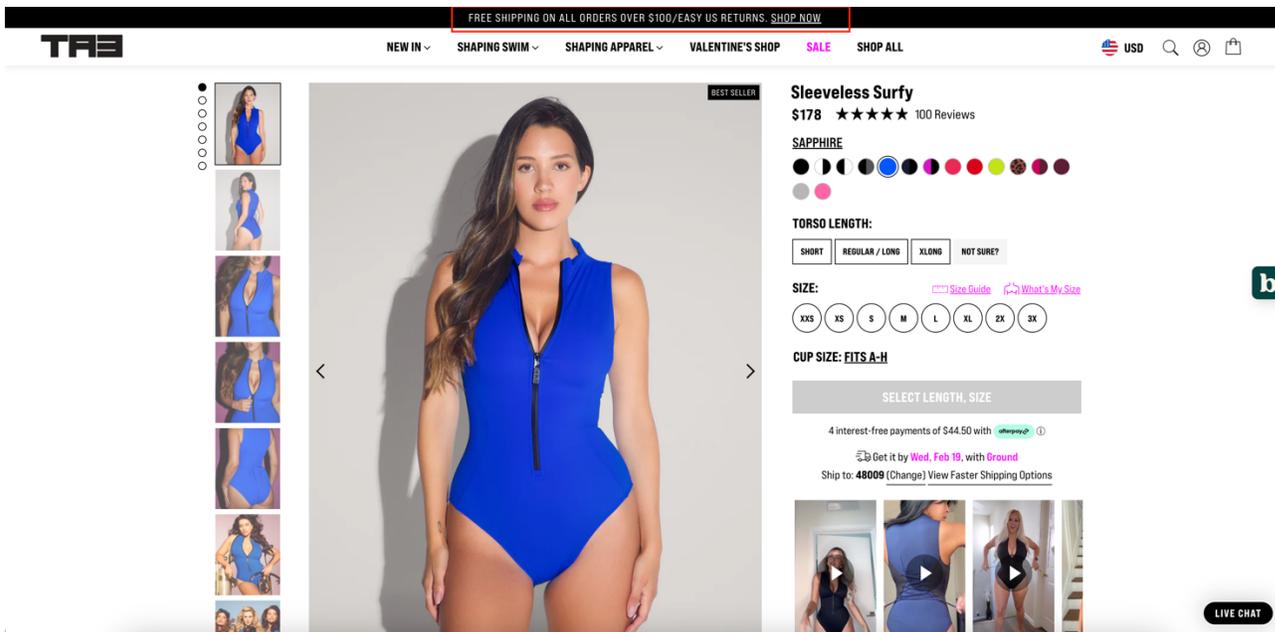
2 18. Worse, Route’s widget automatically opts consumers into additional shipping-related  
3 junk fees even when the e-commerce website at issue expressly and prominently promises that  
4 shipping is completely “free” or is a flat price.

5 19. Because Route’s practice is deceptive, Shopify, which handles the technology  
6 infrastructure for many direct-to-consumer brands and larger companies, told merchants earlier this  
7 month that automatically adding optional charges at checkout will be banned, starting in February  
8 of 2025.

9 20. This ban is too little, too late to help the hundreds of thousands of consumers already  
10 deceived and exploited like Plaintiff.

11 **II. Route Surreptitiously Adds Fees to Consumers’ Carts**

12 20. Here’s how Route’s deception works, using TA3’s shopping and checkout process as  
13 an example. When a consumer views an item online at TA3’s website, which is the first page of the  
14 checkout screen flow, the customer is informed that orders over \$100 are entitled to free shipping:



21. On the second page of the checkout screen-flow, after the consumer selects their size  
27 and clicks the large black “ADD TO CART” button, the consumer is immediately taken to their  
28 shopping cart. In the shopping cart, a line item for Shipping Protection is deceptively and

1 automatically included in the Shopping Cart, adding a purported “Shipping Protection by Route”  
2 fee that amounts to a percentage of the purchase

3 **YOUR CART** ✕

4 **Congrats - you qualify for free standard shipping!**

5  **Sleeveless Surfy - Sapphire**  
Length: Regular / Long  
Size: L  
**\$178**  
- 1 +  REMOVE

6  **Shipping Protection by Route**  
**\$4.55** REMOVE

7

8

9

10 **FREQUENTLY BOUGHT TOGETHER**

11  **Mini Wrap Skirty - Sapphire**  
**\$68**  
L

12  **Mini Wrap Skirty - Black**  
**\$68**  
L

13  **Ruched Midi Skirty - Black**  
**\$68**  
L

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20 **\$182.55 - PROCEED TO CHECKOUT**

22 22. What’s worse, is that the “shipping protection” line item is underneath a prominently  
23 displayed free shipping banner. So, consumers who wish to check-out under the assumption that  
24 they are receiving free shipping simply click “Proceed to Checkout” without knowing that they are  
25 not in fact, receiving free shipping. Consumers are left entirely unaware that the added “shipping  
26 protection” charge is optional and must be removed in the Shopping Cart before proceeding to  
27 checkout, because it is presented in the cart alongside the promise of free shipping.

28 23. After a consumer clicks the large pink “PROCEED TO CHECKOUT” button, it’s

1 too late. When the consumer then selects “Proceed to Checkout”, they are directed to the checkout  
2 page, which displays the Shipping Protection fee as a line item *with no opportunity to eliminate it*.

The screenshot displays the TAE checkout interface. On the left, there are payment options for shop Pay, PayPal, G Pay, and venmo. Below these are contact and delivery forms. The contact form includes an email field (highlighted in red) and a checkbox for "Email me with news and offers". The delivery form includes a warning "Confirm your order details. We cannot make changes after checkout.", a dropdown for "Country/Region" set to "United States", and fields for "First name", "Last name", "Address", "City", "State" (set to "California"), "ZIP code", and "Phone". All these fields are highlighted in red. On the right, the shopping cart shows two items: "Sleeveless Surfy - Sapphire" for \$178.00 and "Shipping Protection by Route" for \$4.55. Below the cart, there is a "Discount code or gift card" field and an "Apply" button. The subtotal is \$182.55, and the total is USD \$182.55. A section titled "Perfect picks to pair with" lists four items with "Select" buttons.

22 23. Thus, if consumers even notice a fee added to their transactions, consumers are still  
23 left entirely unaware that the added “Shipping Protection” fee charge is optional, because it is  
24 presented in the cart as mandatory.

25 24. This pre-selection and automatic opting in of consumers to junk fees is itself  
26 deceptive.

27 25. On information and belief, on other e-commerce websites, Route employs a pre-  
28 selected toggle or box in the checkout process to sneak its fees into consumer carts resembling the

1 one in the photo in paragraph 14, *supra*.

2 26. As the FTC notes, “For years, unscrupulous direct-mail and brick-and-mortar  
3 retailers have used design tricks and psychological tactics such as pre-checked boxes, hard-to-find-  
4 and read disclosures, and confusing cancellation policies, to get consumers to give up their money  
5 or data.” *FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap*  
6 *Consumers, September 15, 2022* (available at [https://www.ftc.gov/news-events/news/press-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)  
7 [releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)).

8 The FTC further notes in its *Enforcement Policy Statement Regarding Negative Option Marketing*  
9 that **“[a] ‘pre-checked box’ does not constitute affirmative consent.”**  
10 [https://www.ftc.gov/system/files/documents/public\\_statements/1598063/negative\\_option\\_policy\\_st](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf)  
11 [atement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 13 (emphasis added). Similarly, an item automatically added  
12 to the cart, without having done anything whatsoever to add that item, does not constitute  
13 affirmative consent.

14 **III. The Add On Fees Render Promises of Free or Flat Rate Shipping False**

15 26. Even beyond the deceptive manner in which the fees are added, the fees themselves  
16 are additionally deceptive because they directly contradict other promises on e-commerce retailer  
17 websites regarding “free” or flat-rate shipping. That is because Route’s add on fees are, in actuality,  
18 a disguised shipping charge.

19 27. Whatever the Shipping Protection fee is for—and as described herein, it is totally  
20 unclear—it is a fee somehow related to shipping of the products purchased by consumers.

21 28. But as described herein, TA3 and the other websites that use Route’s widget promise  
22 “free” shipping on certain orders and flat rate price for shipping on other orders. These were clear  
23 promises that the total, marginal cost of having products shipped—that is, moved from the retailer  
24 to the consumer—was represented by the “free” or flat rate shipping price promise.

25 29. However, Defendants decided they could actually charge more for shipping, thereby  
26 increasing profitability, by misrepresenting the true shipping costs to consumers.

27 30. Defendants were or should have been aware that consumers were and would be  
28 deceived by an add-on shipping fee at the same time as a promise of “free” or flat-rate shipping was

1 being made.

2 31. Because it is well known that American consumers prefer free or low-cost shipping  
3 costs, Defendants made an intentional decision to break shipping costs into two parts and thus  
4 disguise their decision to charge more for shipping.

5 32. The deceptively-added Shipping Protection fee is a hidden shipping fee. This renders  
6 false e-commerce retailers’ promise of a free or a flat, low-cost shipping fee.

7 33. By unfairly obscuring its charges to consumers, Defendants deceive consumers and  
8 gain an unfair upper hand on competitors.

9 34. In addition to the manner in which the fees are added and the fact that the added fees  
10 render other “free” or flat rate shipping promises false and deceptive, Defendants’ fees are nonsense  
11 fees that provide little or no value to consumers.

12 **IV. Defendant’s “Shipping Protection” Fee Is Inaccurately Named and Described and**  
13 **Provides No Added Value to Consumers**

14 35. Even beyond the deceptive manner in which the fees are added and the fact that fees  
15 themselves directly contradict other promises on e-commerce retailer websites regarding “free” or  
16 flat-rate shipping, the “Shipping Protection” fees are also deceptively named and described.

17 36. First, the fee provides little or no *additional* “protection” for shipments than already  
18 exists. Online retailers like TA3 already provide replacements and allow for returns of products.  
19 Indeed, TA3 offers 30 day returns on its website for unused items, including products that arrive  
20 damaged within that 30-day window. [https://ta3swim.com/pages/return-](https://ta3swim.com/pages/return-policy?srsId=AfmBOoqzf71jjPZeqrnWedIVcGTbu8cS2F0vrvxXU_Gs2ZS0Gi5byqMM)  
21 [policy?srsId=AfmBOoqzf71jjPZeqrnWedIVcGTbu8cS2F0vrvxXU\\_Gs2ZS0Gi5byqMM](https://ta3swim.com/pages/return-policy?srsId=AfmBOoqzf71jjPZeqrnWedIVcGTbu8cS2F0vrvxXU_Gs2ZS0Gi5byqMM) (last  
22 accessed February 7, 2025). Therefore, the Shipping Protection fee provides no extra protection for  
23 goods that arrive damaged. Defendants misrepresent, and omit material facts about, that truth.

24 38. Moreover, popular shipping services like UPS, Federal Express, USPS Priority Mail  
25 *automatically* include shipping protection for the first \$100 worth of value in a package when goods  
26 are not delivered, stolen or damaged. Defendants misrepresent, and omit material facts about, that  
27 truth, too. Thus, for the vast majority of consumers—those who are paying to ship a product less  
28

1 than \$100—the “Shipping Protection” is entirely worthless, because they are already provided the  
2 same protection by the shippers.

3 39. Additionally, in the event goods are not delivered, stolen or damaged, consumers,  
4 can report the issue to their credit card company or bank, who will often reverse the charge.

5 40. For all these reasons, the Shipping Protection Fee is deceptively named and  
6 described.

7 41. Even beyond the deceptive manner in which the fees are added, the fact that fees  
8 themselves directly contradict other promises on e-commerce retailer websites regarding “free” or  
9 flat-rate shipping, and the fact that the “Shipping Protection” fees are deceptively named and  
10 described, they also provide virtually no additional value to consumers. No reasonable consumer  
11 would knowingly elect to pay for the “Shipping Protection” fee because it provides essentially zero  
12 additional value to consumers.

13 42. As described above, damaged goods may already be returned to the retailer; third  
14 party shipping services like USPS, UPS and FedEx already provide some insurance coverage; and  
15 lost or stolen packages can be reported to credit card companies for chargebacks. Accordingly, the  
16 additional fee serves no purpose.

17 43. Worse, even in the exceedingly rare case when a consumer chooses to make a  
18 claim—as above, such claims are exceedingly rare because of the numerous other self-help methods  
19 described above and also because most consumers do not even know they have “protection”—  
20 Route works to make it difficult or impossible for consumers to actually recover anything from  
21 those claims, creating numerous obstacles for consumers. Numerous online complaints to the Better  
22 Business Bureau confirm as much:

23 I placed an order via call of duty shop, placed Dec. 6. Order status was never updated  
24 and so i filed a claim that my order was never updated. I have screen shots of the  
25 company shipping to a different address. I dont know how th9is happened as I used  
26 apple pay and they have my shipping address. however, i have proof of a separate  
order shipping and delivered to mexico and this company closed my case without  
contacting call of duty or myself about my order. I requested a refund and they  
refuse to help me.<sup>1</sup>

27 I ordered 4 items they shipped it separately and I received none of them. I spent  
28

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<sup>1</sup> <https://www.bbb.org/us/ut/lehi/profile/ecommerce/route-app-inc-1166-90025256/complaints>

1 \$147.03 not including the shipping protection fee. They said they would refund me  
2 and I haven't received it at all. Now they are ignoring my emails and customer  
service tickets.<sup>2</sup>

3 I was originally contacted on May 24 that the order was shipping. Order never  
4 appeared. The company requires an online submission for inquiries but it did not  
5 recognize the order info provided in the email so I was unable to get a resolution.  
6 Received another email on July 22 that the order was delivered by \*\*\*\* but there  
7 was no package. When I contacted \*\*\*\* with the tracking number provided by route  
I was told that the name and address did not match mine. Once again I tried to  
contact route through their online complaint form using the order number they  
provided. I was unable to complete the form as once again it did not recognize the  
information they provided.<sup>3</sup>

8 **VI. Defendants’ Fees are Junk Fees and Violate Federal Guidance**

9 44. Defendants’ shipping fees, such as the Shipping Protection fee, are precisely the type  
10 of “Junk Fee” that have come under government scrutiny in recent years:

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

14 The White House, The Price Isn’t Right: How Junk Fees Cost Consumers and Undermine  
15 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)  
16 [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)  
17 [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)

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

19 [M]any consumers said that sellers often do not advertise the total amount they will  
20 have to pay, and disclose fees only after they are well into completing the  
21 transaction. They also said that sellers often misrepresent or do not adequately  
disclose the nature or purpose of certain fees, leaving consumers wondering what  
they are paying for or if they are getting anything at all for the fee charged.

22 Federal Trade Commission, FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit  
23 hidden 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)  
24 [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)

25 47. In July of 2024, California expanded its Consumer Legal Remedies Act (“CLRA”)  
26 amending it to make “drip pricing,” illegal, which involves advertising a price that is less than the  
27

28 <sup>2</sup> *Id.*  
<sup>3</sup> *Id.*

1 actual price that a consumer will have to pay for a good or service. California Civil Code Section  
2 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for a product,  
3 only for that product to be subject to additional or mandatory fees later. In other words, “the price  
4 listed or advertised to the consumer must be the full price that the consumer is required to pay.” See  
5 California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked*  
6 *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)  
7 [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  
8 Department of Justice stated:

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

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

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

24       49. Defendants violate federal guidance and California law by adding the shipping fees  
25 as line items after the consumer “add[s] to shopping cart,” and by failing to disclose the nature of  
26 these fees.

27 **VII. Plaintiff’s Experience**

28       50. Plaintiff purchased swimwear from ta3swim.com.

      51. When using the website, Plaintiff was repeatedly informed that she would get free  
shipping for her purchase over \$100.

1 52. However, her purchase included a \$3.75 “Route Package Protection” fee that was  
2 automatically and surreptitiously added to her cart, that—for the reasons described above—in fact  
3 represented an additional shipping charge.

4 53. Plaintiff did not know the charge existed or could be removed prior to her purchase.

5 54. Plaintiff would not have purchased Shipping Protection if she knew it was optional.

6 **CLASS ALLEGATIONS**

7 55. Plaintiff brings this action on behalf of herself, and all other similarly situated  
8 persons. The proposed classes are defined as:

9 All consumers who, within the applicable statute of limitations preceding the  
10 filing of this action to the date of class certification, paid a Shipping  
11 Protection fee or other similar fee for a service provided by Route (the  
12 “Route Class”).

13 All consumers who, within the applicable statute of limitations preceding the  
14 filing of this action to the date of class certification, paid a Shipping  
15 Protection fee or other similar fee for a purchase on TA3 (the “TA3 Class”).

16 56. In addition to the proposed nationwide Classes, Plaintiff also brings this action on  
17 behalf of Texas subclasses of the above-defined Classes.

18 57. Excluded from the Classes are Defendants, any entities in which they have a  
19 controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and  
20 members of such persons’ immediate families, and the presiding judge(s) in this case, and their  
21 staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including  
22 the addition of one or more subclasses, in connection with her motion for class certification, or at  
23 any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during  
24 discovery.

25 58. Plaintiff reserves the right to modify or amend the definition of the proposed Classes  
26 and/or add a subclass(es), if necessary, before this Court determines whether certification is  
27 appropriate.

28 59. The questions here are ones of common or general interest such that there is a well-  
defined community of interest among the members of the Classes. These questions predominate  
over questions that may affect only individual class members because Defendants have acted on

1 grounds generally applicable to the Classes. Such common legal or factual questions include, but  
2 are not limited to:

- 3 a. Whether Defendants' alleged misconduct misled or had the tendency to  
4 mislead consumers;
- 5 b. Whether Defendants engaged in unfair, unlawful, and/or fraudulent business  
6 practices under the laws asserted;
- 7 c. Whether Defendants' alleged conduct constitutes violations of the laws  
8 asserted;
- 9 d. Whether Defendants breached its contract with consumers;
- 10 e. Whether Plaintiff and members of the Classes were harmed by Defendants'  
11 misrepresentations;
- 12 f. Whether Defendants was unjustly enriched;
- 13 g. Whether Plaintiff and the Classes have been damaged, and if so, the proper  
14 measure of damages; and
- 15 h. Whether an injunction is necessary to prevent Defendants from continuing to  
16 engage in the wrongful conduct described herein.

17 60. The parties are numerous such that joinder is impracticable. Upon information and  
18 belief, and subject to class discovery, the Classes consist of thousands of members or more, the  
19 identity of whom are within the exclusive knowledge of and can be ascertained only by resort to  
20 Defendants' records. Defendants have the administrative capability through its computer systems  
21 and other records to identify all members of the Classes, and such specific information is not  
22 otherwise available to Plaintiff.

23 61. It is impracticable to bring members of the Classes individual claims before the  
24 Court. Class treatment permits a large number of similarly situated persons or entities to prosecute  
25 their common claims in a single forum simultaneously, efficiently and without the unnecessary  
26 duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory  
27 judgments that numerous individual actions would engender. The benefits of the class mechanism,  
28 including providing injured persons or entities with a method for obtaining redress on claims that

1 might not be practicable to pursue individually, substantially outweigh any difficulties that may  
2 arise in the management of this class action.

3 62. Plaintiff's claims are typical of the claims of the other members of the Classes in that  
4 they arise out of the same wrongful business practices by Defendants, as described herein.

5 63. Plaintiff is a more than adequate representative of the Classes in that Plaintiff is  
6 Defendants' customer and has suffered damages as a result of Defendants misrepresentations. In  
7 addition:

8 a) Plaintiff is committed to the vigorous prosecution of this action on behalf of herself  
9 and all others similarly situated and has retained competent counsel experienced in  
10 the prosecution of consumer class actions;

11 b) There is no conflict of interest between Plaintiff and the unnamed members of the  
12 Classes;

13 c) Plaintiff anticipates no difficulty in the management of this litigation as a class  
14 action; and

15 d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial  
16 costs and legal issues associated with this type of litigation.

17 64. Plaintiff knows of no difficulty to be encountered in the maintenance of this action  
18 that would preclude its maintenance as a class action.

19 65. Defendants have acted or refused to act on grounds generally applicable to the  
20 Classes, thereby making appropriate corresponding declaratory relief with respect to the Classes as  
21 a whole.

22 66. All conditions precedent to bringing this action have been satisfied and/or waived.

23 **FIRST CLAIM FOR RELIEF**  
24 **Violation of California's Unfair Competition Law**  
25 **(Cal. Bus. & Prof. Code § 17200, et seq.)**  
26 **(On Behalf of Plaintiff and the TA3 Class)**

26 67. Plaintiff hereby incorporates by reference the preceding paragraphs.

27 68. The deceptive acts or practices in the creation, implementation, and charging of  
28 Shipping Protection Fees emanates from California. Thus, California law is applicable on applicable

1 on a nationwide basis.

2 69. TA3’s conduct described herein violates the Unfair Competition Law (“UCL”),  
3 codified at California Business and Professions Code section 17200, *et seq.*

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

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

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

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

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

19 13. TA3 committed unfair and fraudulent business acts and practices in violation of Cal.  
20 Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly (a) sneaking fees into  
21 consumers carts; (b) deceptively naming and describing the fees; (c) charging fees are in actuality  
22 simply the price involved in the shipping process; and (d) charging fees that provide no added value  
23 to consumers and reasonable consumers, like Plaintiff, who would not knowingly choose to pay  
24 them, absent TA3’s deception.

25 75. TA3’s acts and practices offend an established public policy of truthful advertising in  
26 the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous activities that are  
27 substantially injurious to consumers.

28 76. The harm to Plaintiff and the TA3 Class outweighs the utility of TA3’s practices.

1 There were reasonably available alternatives to further TA3’s legitimate business interests, other  
2 than the misleading and deceptive conduct described herein.

3 77. TA3’s conduct also constitutes an “unlawful” act under the UCL because it also  
4 constitutes a violation of sections 1770(a)(5) and (a)(9) of the California Consumer Legal Remedies  
5 Act (“CLRA”), Cal. Civ. Code section 1750, *et seq.*

6 78. TA3’s business practices have misled Plaintiff and the proposed TA3 Class and,  
7 unless enjoined, will continue to mislead them in the future.

8 95. Plaintiff relied on TA3’s misrepresentations in making her purchase. Specifically,  
9 TA3 (a) deceptively added fees into consumers carts; (b) deceptively named and described the add-  
10 on fees; (c) charged Plaintiff and TA3 Class members for shipping above and beyond what was  
11 promised to them; and (d) charged fees that provide no added value to consumers and reasonable  
12 consumers, like Plaintiff, would not knowingly choose to pay them, absent TA3’s deception.

13 79. As a direct and proximate result of TA3’s unfair, fraudulent, and unlawful practices,  
14 Plaintiff and TA3 Class members suffered and will continue to suffer actual damages. TA3’s  
15 fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and TA3 Class members  
16 that they will be deceived. Plaintiff desires to conduct further business with TA3 but cannot rely on  
17 TA3’s representations unless an injunction is issued.

18 80. As a result of its unfair, fraudulent, and unlawful conduct, TA3 has been unjustly  
19 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and  
20 TA3 Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

21 81. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff and the  
22 members of the TA3 Class, on behalf of the general public, seek an order of this Court enjoining  
23 TA3 from continuing to engage, use, or employ their unfair, unlawful, and fraudulent practices.

24 82. Plaintiff has no adequate remedy at law in part because TA3 continue to  
25 automatically add fees to all purchases. Plaintiff therefore seeks an injunction on behalf of the  
26 general public to prevent TA3 from continuing to engage in the deceptive and misleading practices  
27 described herein.

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**SECOND CLAIM FOR RELIEF**  
**False and Misleading Advertising**  
**(Bus. & Prof. Code §§ 17500, et seq.)**  
**(On Behalf of Plaintiff and the TA3 Classes)**

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

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

85. TA3’s material misrepresentations and omissions alleged herein violate Business and Professions Code section 17500.

86. TA3 knew or should have known that its misrepresentations and omissions were false, deceptive, and misleading.

87. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiff and the members of the TA3 Class, on behalf of the general public, seek an order of this Court enjoining TA3 from continuing to engage, use, or employ their deceptive practices.

88. Further, Plaintiff requests an order awarding Plaintiff and TA3 Class members restitution of the money wrongfully acquired by TA3 by means of said misrepresentations.

89. Additionally, Plaintiff and TA3 Class members seek an order requiring TA3 to pay attorneys’ fees pursuant to California Civil Code section 1021.5.

**THIRD CLAIM FOR RELIEF**  
**Violation of California’s Consumer Legal Remedies Act (“CLRA”)**  
**(Cal. Civ. Code § 1750, et seq.)**  
**(On Behalf of Plaintiff and the TA3 Class)**

90. Plaintiff incorporates the preceding allegations by reference as if fully set forth

1 herein.

2 91. This cause of action is brought pursuant to the Consumers Legal Remedies Act  
3 (CLRA), California Civil Code § 1750, *et seq.* Plaintiff and each member of the proposed TA3  
4 Class are “consumers” as defined by California Civil Code § 1761(d). TA3’s sale of merchandise  
5 and shipping insurance to consumers were “transactions” within the meaning of California Civil  
6 Code § 1761(e). The merchandise purchased by Plaintiff and the TA3 Class are “goods” within the  
7 meaning of California Civil Code § 1761(a).

8 92. TA3 violated and continues to violate the CLRA by engaging in the following  
9 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the TA3  
10 Class which were intended to result in, and did result in, the sale of merchandise:

- 11 a. “Misrepresenting the affiliation, connection, or association with, or  
12 certification by, another” (a)(3);
- 13 b. “Representing that goods or services have . . . characteristics . . . that they do  
14 not have” (a)(5);
- 15 c. “Advertising goods or services with intent not to sell them as advertised”  
16 (a)(9);
- 17 d. “Representing that a transaction confers or involves rights, remedies, or  
18 obligations that it does not have or involve, or that are prohibited by law”  
19 (a)(14)
- 20 e. “Advertising that a product is being offered at a specific price plus a specific  
21 percentage of that price unless (A) the total price is set forth in the  
22 advertisement, which may include, but is not limited to, shelf tags, displays,  
23 and media advertising, in a size larger than any other price in that  
24 advertisement, and (B) the specific price plus a specific percentage of that  
25 price represents a markup from the seller's costs or from the wholesale price  
26 of the product” (a)(20); and
- 27 f. “Advertising, displaying, or offering a price for a good or service that does  
28 not include all mandatory fees or charges” (a)(29).

1 96. Specifically, TA3 (a) deceptively added fees into consumers carts; (b) deceptively  
2 named and described the add-on fees; (c) charged Plaintiff and TA3 Class members for shipping  
3 above and beyond what was promised to them; and (d) charged fees that provide no added value to  
4 consumers and reasonable consumers, like Plaintiff, would not knowingly choose to pay them,  
5 absent TA3’s deception.

6 97. Pursuant to § 1782(a) of the CLRA, Plaintiff’s counsel notified TA3 in writing by  
7 certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the  
8 problems associated with the actions detailed above and give notice to all affected consumers of  
9 TA3’s intent to act. If TA3 fail to respond to Plaintiff’s letter or agree to rectify the problems  
10 associated with the actions detailed above and give notice to all affected consumers within 30 days  
11 of the date of written notice, as proscribed by §1782, Plaintiff will move to amend her Complaint to  
12 pursue claims for actual, punitive and statutory damages, as appropriate against TA3. As to this  
13 cause of action, at this time, Plaintiff seeks only injunctive relief.

14 98. Plaintiff also seeks public injunctive relief, as described above.

15 **FOURTH CLAIM FOR RELIEF**  
16 **Unjust Enrichment**  
**(On Behalf of Plaintiff and the Classes)**

17 99. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing  
18 paragraphs as if fully set forth herein.

19 100. To the detriment of Plaintiff and the Classes, Defendants been, and continue to be,  
20 unjustly enriched as a result of its wrongful conduct alleged herein.

21 101. Plaintiff and the Classes conferred a benefit on Defendants.

22 102. Defendants unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits,  
23 which under the circumstances, would be unjust to allow Defendants to retain.

24 103. Defendants’ unjust enrichment is traceable to, and resulted directly and proximately  
25 from, the conduct alleged herein.

26 104. Plaintiff and the Classes, therefore, seek disgorgement of all wrongfully obtained  
27 fees received by Defendants as a result of its inequitable conduct as more fully stated herein.

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1 **FIFTH CLAIM FOR RELIEF**  
2 **Breach of Contract**  
3 **(On Behalf of Plaintiff and the TA3 Class)**

4 105. Plaintiff repeats and realleges the above allegations as if fully set forth herein.

5 106. Plaintiff and TA3 have contracted for the purchase of merchandise.

6 107. No contract provision authorizes TA3 to be able to charge add on fees to customers.

7 108. TA3 breached the terms of its contract with consumers by charging add on fees such  
8 as the Shipping Protection fee.

9 109. Plaintiff and members of TA3 Class have performed all, or substantially all, of the  
10 obligations imposed on them under the contract.

11 110. Plaintiff and members of the TA3 Class have sustained damages as a result of  
12 Defendants' breach of the contract and breach of the implied covenant of good faith and fair  
13 dealing.

14 **SIXTH CLAIM FOR RELIEF**  
15 **Tortious Interference With Contract**  
16 **(On Behalf of Plaintiff and the Route Class)**

17 111. Plaintiff repeats and realleges the above allegations as if fully set forth herein.

18 112. Plaintiff and the Route Class have contracted with e-commerce retailers, including  
19 TA3, for the purchase of merchandise.

20 113. Route had knowledge of the contractual relationship or prospective contractual  
21 relationship between e-commerce retailers and Route Class members like Plaintiff.

22 114. Route engaged in conduct that prevented or hindered the performance of the contract  
23 between e-commerce retailers and the Route Class by (a) deceptively adding fees into consumers  
24 carts; (b) deceptively naming and describing its fees; (c) charging Plaintiff and Route Class  
25 members for shipping above and beyond what was promised to them; and (d) charging fees that  
26 provide no added value to consumers when reasonable consumers, like Plaintiff, would not  
27 knowingly choose to pay them, absent Route's deception.

28 115. Route intended to prevent or hinder performance of the contract between e-  
commerce retailers and the Route Class, including Plaintiff. As a result, Plaintiff and the Route  
Class were harmed.

1 116. Route’s conduct as described herein substantially caused the harm inflicted on  
2 Plaintiff and the Route Class.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff, individually and on behalf of the Classes demands a jury trial on  
5 all claims so triable and judgment as follows:

- 6 (a) Certification for this matter to proceed as a class action on behalf of the Class;
- 7 (b) Declaring Defendants’ shipping fee practices and policies to be in breach of its  
8 contract with customers;
- 9 (c) For declaratory and injunctive relief as set forth above;
- 10 (d) For an order requiring Defendants to disgorge and make restitution of all monies it  
11 acquired by means of the unlawful practices set forth above;
- 12 (e) For compensatory damages according to proof;
- 13 (f) For punitive damages according to proof;
- 14 (g) For reasonable attorneys’ fees and costs of suit;
- 15 (h) For pre-judgment interest; and
- 16 (i) Awarding such other and further relief as this Court deems just, proper and equitable.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this  
19 Class Action Complaint that are so triable.

20 Dated: February 20, 2025

**KALIELGOLD PLLC**

21  
22 By: \_\_\_\_\_

23 Jeffrey D. Kaliel  
24 Sophia G. Gold  
25 Amanda J. Rosenberg

*Attorneys for Plaintiff and the Putative Classes*

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [TA3 Customer Files Class Action Lawsuit Over Allegedly Hidden 'Route Shipping Protection' Fee](#)

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