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Counsel for Plaintiff and Proposed Classes

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

JORDAN GOULSON, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

ECOCART SCIENCES, INC.,

Defendant.

Case No. **'25CV3463 JES JLB**

CLASS ACTION COMPLAINT

[DEMAND FOR JURY TRIAL]

Plaintiff Jordan Goulson, on behalf of himself and all others similarly situated, complains and alleges upon information and belief based, among other things, on the investigation made by Plaintiff and through his attorneys, as follows:

INTRODUCTION

1. This is a proposed class action seeking monetary damages, restitution, and public injunctive and declaratory relief from EcoCart Sciences, Inc. ("EcoCart"), arising from its unfair and deceptive addition of junk fees to consumers' shopping carts.

2. When consumers browse products on e-commerce websites, the e-

1 commerce websites advertise the price of their retail items, along with an advertisement
2 for either free or flat-rate shipping. Those pricing representations are false, however,
3 because EcoCart encourages e-commerce retailers to surreptitiously add junk fees to
4 consumer purchases, including EcoCart’s so-called “Green Shipping Protection” and
5 “Carbon Neutral Order” fees.

6 3. As discussed in detail herein, the assessment of these fees is deceptive and
7 unfair, since: (a) EcoCart sneaks these fees into consumers’ shopping carts; (b) the fees
8 are nothing more than an additional cost for shipping, rendering retailer promises for
9 “free” or flat-rate shipping false; (c) the fees themselves are deceptively named and
10 described; and (d) the fees provide no added value to consumers and reasonable
11 consumers, like Plaintiff, who would not knowingly choose to pay them absent
12 EcoCart’s deception.

13 4. Thousands of e-commerce customers like Plaintiff have been assessed
14 hidden charges for which they did not bargain due to EcoCart’s deceptive and unfair
15 tactics.

16 5. By unfairly obscuring consumers’ true shipping costs, EcoCart deceives
17 consumers and gains an unfair upper hand on competitors that fairly disclose their true
18 shipping charges. To wit, most major e-commerce sites do not assess such a fee.

19 6. Plaintiff seeks damages and, among other remedies, public injunctive
20 relief that will fairly allow consumers to decide for themselves whether they will pay
21 EcoCart’s fees.

22 **PARTIES**

23 7. Plaintiff Jordan Goulson is a resident and a citizen of Los Angeles,
24 California.

25 8. EcoCart is an American software company incorporated in Delaware and
26 headquartered in San Diego, California, that provides services to e-commerce retailers.

27 ///

28 ///

JURISDICTION AND VENUE

9. This Court has original jurisdiction over this action, among other reasons, under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed Class is comprised of at least 100 members; (2) at least one member of the proposed Class resides outside California; and (3) the aggregate claims of the putative Class members exceed \$5 million, exclusive of interest and costs.

10. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because EcoCart is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this District.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. The Rise of EcoCart

11. EcoCart offers various services to e-commerce retailers related to shipping, including its purported “Green Shipping Protection” and “Carbon Neutral” ordering.

12. EcoCart ingratiate itself with e-commerce retailers by promising it can help retailers make more money from the shipping rates they charge consumers. For example, EcoCart promises to help retailers “[t]urn [e]very [o]rder [i]nto [p]rofit” through its services:



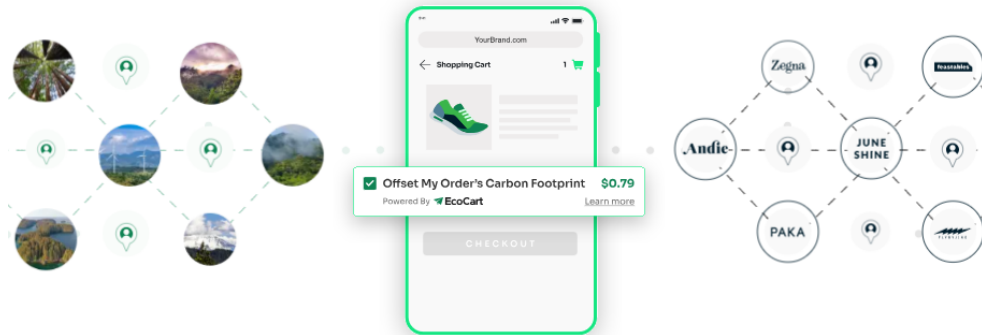
Product Impact Resources Pricing

[Request a Demo](#)

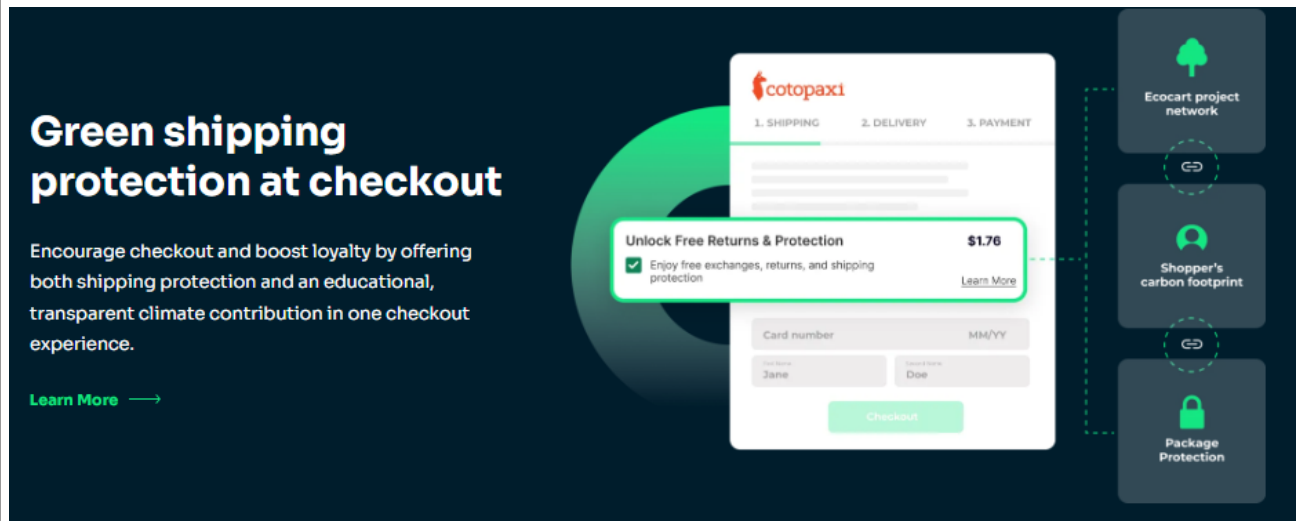
Turn Every Order Into Profit, Impact, and Loyalty

Bundled returns, shipping protection, and climate contributions that lift margins and delight customers.

[See How It Works](#)



13. But the way in which EcoCart helps e-commerce retailers reap these profits is through deception. As described herein, EcoCart directs e-commerce retailers who use its services to install a widget on their websites. That widget adds a hidden, pre-selected box or toggle that automatically adds junk fees, like the fee 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 EcoCart and e-commerce retailers who use it:



14. On information and belief, EcoCart designs the interface presented by merchants to consumers regarding the add-on fee, including the name of the fee, the time at which the fee is first mentioned during the checkout process, the time at which the fee amount is added to the purchase price, and the pre-selection of the box or toggle for the fee. On information and belief, EcoCart uses sales tactics that pressure merchants into pre-selecting boxes or toggles at checkout that automatically add shipping protection and other fees by default.

15. The *Wall Street Journal* has highlighted this 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, Dec. 25, 2024, available at https://www.wsj.com/personal-finance/package-theft-hidden-fee-higher-prices-325c4a34?mod=Searchresults_pos3&page=1 (emphasis added).

16. Upon information and belief, EcoCart is aware that, by programming its widget to automatically opt in consumers to its “Green Shipping Protection,” “Carbon

1 Neutral Order,” and other similar fees, most consumers will unknowingly purchase
2 these services. EcoCart is further aware that, if its widget were programmed to offer
3 *optional* shipping protection and/or other similar services (requiring an opt-in), the vast
4 majority of consumers would not purchase its services.

5 17. Worse, EcoCart’s widget automatically opts consumers into additional
6 shipping-related junk fees even when the e-commerce website at issue expressly and
7 prominently promises that shipping is completely “free” or has a flat price.

8 18. EcoCart receives a significant portion of all fees it is able to foist upon
9 consumers, thereby incentivizing EcoCart to minimize the number of persons who opt
10 out of its fees.

11 19. Because EcoCart’s practice is deceptive and unfair, Shopify, which
12 handles the technology infrastructure for many direct-to-consumer brands and larger
13 companies, recently informed merchants that automatically adding optional charges at
14 checkout would be banned as of February 2025. *Id.*

15 20. This ban is too little, too late to help Plaintiff and the hundreds of
16 thousands of other consumers already deceived and exploited.

17 **II. EcoCart Surreptitiously Adds Fees to Consumers’ Carts**

18 21. Here’s how EcoCart’s deception works. When a consumer views an item
19 online through an e-commerce retailer, the consumer is informed that the item will
20 either be delivered for free or for a flat rate.

21 22. Once the consumer begins the checkout process of the e-commerce
22 retailer’s website, a small “Green Shipping Protection,” “Carbon Neutral Order,” or
23 similar fee is added to the cart, without the consumer having done anything at all to
24 have added the item to the cart.

25 23. While the e-commerce retailer’s checkout page displays the prechecked
26 box adding the fee, the box is tiny and purposely designed to go unnoticed by
27 consumers. So, consumers who wish to check out under the assumption that they are
28 receiving free or flat-rate shipping simply proceed through the checkout process

1 without knowing that they are not, in fact, receiving free or flat-rate shipping.
2 Consumers are left entirely unaware that the added “Green Shipping Protection,”
3 “Carbon Neutral Order,” or other similar charge is optional and must be removed by
4 *unchecking* the box adding the fee.

5 24. Thus, if consumers even *notice* a fee added to their transaction, they are
6 still left entirely unaware that the added fee is optional, because it is presented in the
7 cart as mandatory.

8 25. This pre-selection and automatic opting in of consumers to junk fees is
9 itself unfair and deceptive.

10 26. Many consumers do not notice that an additional fee is being added to
11 their order. Others believe that they have no choice but to pay this fee. Others notice
12 the previously undisclosed fee but decide to go through with the purchase anyway: they
13 have already invested substantial time and effort inputting their information into
14 EcoCart’s system. So it doesn’t make sense to start over and research whether there
15 may be some other way to avoid the fee. There is no incentive to reverse course—there
16 is only an incentive to pay the fee, be done with it, and avoid the burden of finding a
17 way to avoid the fee, if the consumer can even figure out how to avoid the fee at all
18 after navigating EcoCart’s deceptive screens. The deceptive checkout practice has done
19 its job and diverted the sale to EcoCart.

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

27 28. The FTC further notes in its *Enforcement Policy Statement Regarding*
28 *Negative Option Marketing* that **“[a] ‘pre-checked box’ does not constitute**

1 **affirmative** **consent.”**

2 https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_opt
 3 [ion_policy_statement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_opt) at p. 13 (emphasis added). Similarly,
 4 an item automatically added to the cart, without having done anything whatsoever to
 5 add that item, does not constitute affirmative consent.

6 **III. EcoCart’s Add-On Fees Render Promises of Free or Flat-Rate Shipping**

7 **False**

8 29. Even beyond the deceptive way in which EcoCart’s fees are added, the
 9 fees themselves are additionally deceptive because they directly contradict other
 10 promises on e-commerce retailers’ websites regarding “free” or flat-rate shipping. That
 11 is because EcoCart’s add-on fees are actually a disguised shipping charge.

12 30. Whatever EcoCart’s fees are for—and as described herein, it is totally
 13 unclear—they are somehow related to shipping of the products purchased by
 14 consumers.

15 31. But, as described herein, e-commerce websites that use EcoCart’s widget
 16 promise “free” shipping on certain orders and a flat-rate price for shipping on other
 17 orders. These are clear promises that the total, marginal cost of having products
 18 shipped—that is, moved from the retailer to the consumer—are represented by the
 19 “free” or flat-rate shipping price representation.

20 32. However, EcoCart decided it could actually charge more for shipping,
 21 thereby increasing profitability for both EcoCart and the e-commerce retailer, by
 22 misrepresenting the true shipping costs to consumers.

23 33. EcoCart was aware, or should have been aware, that consumers were and
 24 would be deceived by an add-on shipping fee at the same time that a promise of “free”
 25 or flat-rate shipping was being made.

26 34. EcoCart’s deceptively-added “Green Shipping Protection,”
 27 “Carbon Neutral Order,” and other similar fees are hidden shipping fees. This renders
 28 false e-commerce retailers’ promise of a free or a flat, low-cost shipping fee.

1 35. By unfairly obscuring its charges to consumers, EcoCart deceives
2 consumers and gains an unfair upper hand over its competitors.

3 **IV. EcoCart’s “Green Shipping Protection,” “Carbon Neutral Order,” and**
4 **Other Similar Fees Are Inaccurately Named and Described and Provide No**
5 **Added Value to Consumers**

6 36. In addition to the manner in which EcoCart’s fees are added and the fact
7 that the added fees render other “free” or flat-rate shipping promises false and
8 deceptive, EcoCart’s fees are nonsense fees that provide little or no value to consumers.

9 37. Even beyond the deceptive manner in which the fees are added and the
10 fact that the fees themselves directly contradict other promises on e-commerce
11 retailers’ websites regarding “free” or flat-rate shipping, EcoCart’s “Green Shipping
12 Protection” fees are also deceptively named and described.

13 38. First, these fees provide little or no *additional* “protection” for shipments
14 than already exists. Most online retailers provide replacements and allow for returns of
15 products. Therefore, the shipping protection fee provides no extra protection for goods
16 that arrive damaged. EcoCart misrepresents and omits material facts about that truth.

17 39. Moreover, popular shipping services like UPS, Federal Express, and
18 USPS Priority Mail *automatically* include shipping protection for the first \$100 worth
19 of value in a package when goods are not delivered, stolen or damaged. EcoCart
20 misrepresents and omits material facts about that truth, too. Thus, for the vast majority
21 of consumers—those who are paying to ship a product costing less than \$100—
22 “shipping protection” is entirely worthless, because they are already provided the same
23 protection by the shippers.

24 40. Additionally, in the event goods are not delivered, stolen, or damaged,
25 consumers can report the issue to their credit card company or bank, who will often
26 reverse the charge. Indeed, credit cards are a popular option for consumers making
27 online purchases for this reason.

28 41. For all these reasons, EcoCart’s “Green Shipping Protection” fee is

1 deceptively named and described.

2 42. Even beyond the deceptive manner in which EcoCart’s “Green Shipping
3 Protection” fees are added, the fact that the fees themselves directly contradict other
4 promises on e-commerce retailers’ websites regarding “free” or flat-rate shipping, and
5 the fact that the “Green Shipping Protection” fees are deceptively named and described,
6 these fees also provide virtually no additional value to consumers. No reasonable
7 consumer would knowingly elect to pay for “Green Shipping Protection” because it
8 provides essentially zero additional value to consumers.

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

13 44. On information and belief, a significant portion of the fee does not even
14 go toward shipping protection but instead goes toward EcoCart’s and e-commerce
15 retailers’ profits.

16 45. EcoCart’s so-called “Carbon Neutral Order” fees are also deceptive and
17 provide little or no value to consumers.

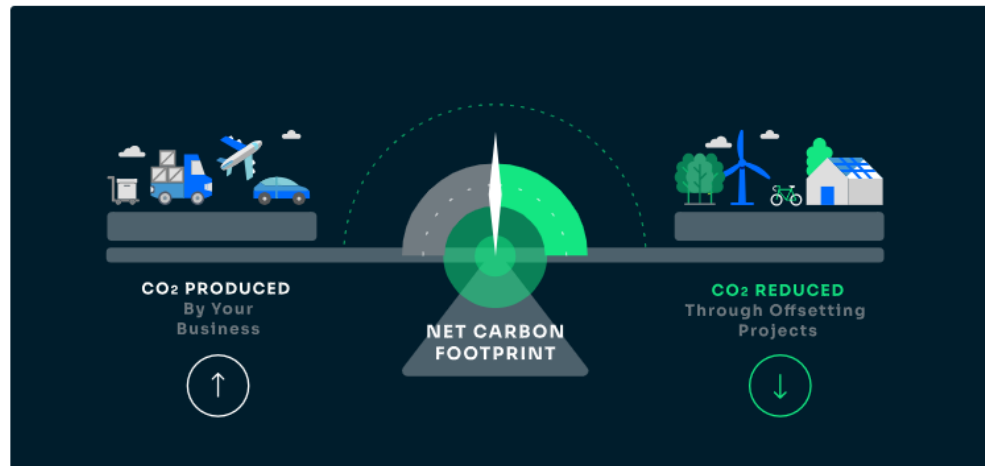
18 46. On its website, EcoCart defines a “Carbon Neutral Order” as one in which
19 “there was not any net new carbon produced when that package was shipped and
20 delivered to its final destination.” FAQs, EcoCart, available at
21 <https://ecocart.io/pricing/> (last accessed Oct. 10, 2025). Ostensibly, EcoCart’s “Carbon
22 Neutral Order” fees represent carbon offsets—extra fees paid by a consumer to a
23 merchant to counterbalance the environmental impact of the overall transaction.

24 47. On information and belief, when consumers pay for a “Carbon Neutral
25 Order,” EcoCart forwards a percentage of the fee to one or more third-party
26 environmental conservation projects. EcoCart touts its “Carbon Neutral Order” fees as
27
28

causing an “immediate positive impact on the environment”:

How do carbon offsets work?

Carbon offsets are a practical and effective way to reduce the effects of climate change by funding renewable energy, forestry, or clean water projects. These projects reduce emissions of carbon dioxide or other greenhouse gasses in order to compensate for unavoidable emissions made elsewhere, like the emissions created from ordering something online.



WHY CARBON OFFSETS

Offsetting enables you to make an impact, today.

Carbon offsetting is a necessity in any serious sustainability strategy because sustainability isn't just about mitigation. Business operations have been emitting carbon into the atmosphere for centuries now, which means we need to be removing carbon from the atmosphere in addition to avoiding emitting any more. Carbon offsets enable you to have an immediate positive impact on the environment by funding projects like restoring and protecting forests, creating clean energy sources, and more.

48. But, on information and belief, customers who pay the “Carbon Neutral Order” fee are provided no means at the point of sale to verify: (1) what portion of the fee EcoCart forwards to these projects, or (2) what specific project(s) the customer is funding.

49. EcoCart’s lack of transparency at the point of sale regarding its “Carbon Neutral Order” fees renders the fees completely opaque, leaving customers no way of determining whether their order is indeed carbon neutral.

50. The *New York Times* has highlighted this problem, explaining that “carbon neutral” shipping fees offered by online retailers are simply “too good to be true”:

1 [G]oing carbon neutral at checkout means you're donating to what is
2 "essentially a philanthropic effort," said Danny Cullenward, policy
3 director at the nonprofit CarbonPlan. . . . **If you're weighing if you should
4 pay for carbon neutral add-ons in hopes that you actually offset
5 shopping emissions, one-to-one and more or less in real time, you can
6 walk away, full stop.**

7 ***

8 Companies may fund offsetting projects or removal technologies that
9 never really take off, but they use them to overreport their emissions
10 reductions or claim that they are carbon neutral today. **Worse, they may
11 not do what is actually required—significantly reduce their
12 emissions—and may even increase them.** This is dangerous,
13 considering that global greenhouse gas emissions (often discussed in
14 carbon dioxide equivalents) must net out at zero by 2050 if we're to avoid
15 the worst impacts of climate change.

16 "If you want to drop some money in a bucket, fine," said Sadie Frank, a
17 program manager at CarbonPlan. "But it's not necessarily doing the thing
18 that you think it's doing."

19 Katie Okamoto, *Don't be Fooled by 'Carbon Neutral' Shipping*, The New York Times,
20 Nov. 21, 2022, available at [https://www.nytimes.com/wirecutter/blog/what-is-carbon-](https://www.nytimes.com/wirecutter/blog/what-is-carbon-neutral-shipping/)
21 [neutral-shipping/](https://www.nytimes.com/wirecutter/blog/what-is-carbon-neutral-shipping/) (emphasis added).

22 51. In the same piece, the *Times* criticizes EcoCart for its "complicated and
23 opaque" "Carbon Neutral Order" fees, explaining that the fees are little more than a
24 marketing ploy:

25 On EcoCart's website, for example, it says it can help "keep shoppers
26 coming back for more" with "sustainability content and promotions" and
27 "drive conversion" (e-commerce speak for how many times a customer
28 completes a checkout). **The pitch to businesses to ask you to "make
your purchase carbon neutral" appears to get you to shop more, an
inherently unsustainable act.**

See *id.* (emphasis added).

52. Because of the lack of transparency inherent in carbon-neutral order fees,
prominent environmental organizations such as ClientEarth, ShareAction, Oxfam,
Amnesty International, and Greenpeace jointly condemn carbon offsets due to their
ineffectiveness in curbing emissions. *Will This Be the End of Carbon Offsets?*,
CarbonCredits.com, July 5, 2024, available at [https://carboncredits.com/will-this-be-](https://carboncredits.com/will-this-be-the-end-of-carbon-offsets/)
the-end-of-carbon-offsets/.

53. Because EcoCart provides no means of verifying that these extra fees actually make a customer's order carbon-neutral, EcoCart's "Carbon Neutral Order" fees are deceptive and lack value to customers.

V. EcoCart's Fees are Junk Fees and Violate Federal and State Guidance

54. EcoCart's fees, such as its "Green Shipping Protection" fee and "Carbon Neutral Order" fee, are precisely the type of "Junk Fees" that have come under government scrutiny in recent years:

Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the 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.

The White House, The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition, Mar. 5, 2024, available at https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3.

55. As the Federal Trade Commission said recently regarding its effort to combat Junk Fees:

[M]any consumers said that sellers often do not advertise the total amount they will 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 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.

Fed. Trade Comm'n, FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden and falsely advertised fees, Oct. 11, 2023, available at <https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees>.

56. In July 2024, California expanded its Consumers Legal Remedies Act ("CLRA"), amending it to make "drip pricing" illegal. Drip pricing is advertising a price that is less than the actual price that a consumer will have to pay for a good or

1 service. *See* Cal. Civ. Code § 1770(a)(29). Under the new California law, it is now
2 illegal to advertise a low price for a product, only for that product to be subject to
3 additional or mandatory fees later. In other words, “the price listed or advertised to the
4 consumer must be the full price that the consumer is required to pay.” *See* California
5 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 Sept. 16, 2025). As the
8 California Department of Justice stated:

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

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

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

26 58. EcoCart’s conduct also violates the federal Restore Online Shoppers’
27 Confidence Act, 15 U.S.C. §§ 8401–05 (“ROSCA”). Specifically, EcoCart used
28 “negative option” sales “[that] took advantage of consumers’ expectations.” *Id.*, §
8401(8). Moreover, EcoCart violated ROSCA by using a negative option feature that
(1) did not provide text that clearly and conspicuously discloses all material terms of
the transaction before obtaining the consumer’s billing information; and (2) did not

1 obtain the consumer’s express informed consent before charging the consumer’s credit
2 card, debit card, bank account, or other financial account for products or services
3 through such transaction. *Id.*, § 8403(1), (2).

4 59. EcoCart violates federal guidance by adding its “Green Shipping
5 Protection,” “Carbon Neutral Order,” and similar fees as line items after the consumer
6 “add[s] to shopping cart,” and by failing to disclose the nature of these fees.

7 **VI. Plaintiff’s Experience**

8 60. Plaintiff purchased a pair of TechLoom Breeze running shoes from
9 Athletic Propulsion Labs (“APL”), an online footwear retailer, on February 14, 2025.

10 61. Plaintiff believed—and his receipt confirms—that APL charged zero
11 shipping fees for this order.

12 62. However, Plaintiff’s purchase also included a \$1.76 “Carbon Neutral
13 Order” fee from EcoCart that was automatically and surreptitiously added to his cart,
14 that—for the reasons described above—in fact represented an additional shipping
15 charge.

16 63. Plaintiff did not know the “Carbon Neutral Order” fee existed or that it
17 could have been removed prior to his February 14, 2025 purchase.

18 64. Plaintiff would not have chosen to make a “Carbon Neutral Order” if he
19 had known it was optional.

20 **CLASS ALLEGATIONS**

21 65. Plaintiff brings this action on behalf of himself and a nationwide Class of
22 all other similarly situated persons. The proposed Class is defined as:

23 All consumers who, within the applicable statute of limitations preceding
24 the filing of this action to the date of class certification, paid a “Green
25 Shipping Protection,” “Carbon Neutral Order,” or any other similar fee
for a service provided by EcoCart.

26 66. Plaintiff also brings this action on behalf of a California Subclass.

27 67. Excluded from the Classes are EcoCart, any entities in which it has a
28 controlling interest, any of its parents, subsidiaries, affiliates, officers, directors,

1 employees, and members of such persons' immediate families, and the presiding
2 judge(s) in this case and their staff. Plaintiff reserves the right to expand, limit, modify,
3 or amend this Class definition, including the addition of one or more subclasses, in
4 connection with his motion for class certification, or at any other time, based upon,
5 *inter alia*, changing circumstances and/or new facts obtained during discovery.

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

9 69. The questions here are ones of common or general interest such that there
10 is a well-defined community of interest among the members of the Classes. These
11 questions predominate over questions that may affect only individual class members
12 because EcoCart has acted on grounds generally applicable to the Classes. Such
13 common legal or factual questions include, but are not limited to:

- 14 a. Whether EcoCart engaged in conduct that prevented or hindered the
15 performance of the contract between e-commerce retailers and the
16 Classes;
- 17 b. Whether EcoCart's alleged misconduct misled or had the tendency
18 to mislead consumers;
- 19 c. Whether EcoCart engaged in unfair, unlawful, and/or fraudulent
20 business practices under the laws asserted;
- 21 d. Whether EcoCart's alleged conduct constitutes violations of the
22 laws asserted;
- 23 e. Whether Plaintiff and members of the Classes were harmed by
24 EcoCart's misrepresentations;
- 25 f. Whether EcoCart was unjustly enriched;
- 26 g. Whether Plaintiff and the Classes have been damaged, and if so, the
27 proper measure of damages; and
28

1 h. Whether an injunction is necessary to prevent EcoCart from
2 continuing to engage in the wrongful conduct described herein.

3 70. The parties are so numerous that joinder is impracticable. Upon
4 information and belief, and subject to class discovery, the Classes consist of thousands
5 of members or more, the identity of whom are within the exclusive knowledge of
6 EcoCart and can be ascertained only by resort to EcoCart's records. EcoCart has the
7 administrative capability through its computer systems and other records to identify all
8 members of the Classes, and such specific information is not otherwise available to
9 Plaintiff.

10 71. It is impracticable to bring the individual claims of members of the Classes
11 before the Court. Class treatment permits a large number of similarly situated persons
12 or entities to prosecute their common claims in a single forum simultaneously,
13 efficiently, and without the unnecessary duplication of evidence, effort, or expense, or
14 the possibility of inconsistent or contradictory judgments that numerous individual
15 actions would engender. The benefits of the class mechanism, including providing
16 injured persons or entities with a method for obtaining redress on claims that might not
17 be practicable to pursue individually, substantially outweigh any difficulties that may
18 arise in the management of this class action.

19 72. Plaintiff's claims are typical of the claims of other Class members in that
20 they arise out of the same wrongful business practices by EcoCart, as described herein.

21 73. Plaintiff is a more than adequate representative of the Classes in that
22 Plaintiff is EcoCart's customer and has suffered damages because of EcoCart's
23 misrepresentations. In addition:

24 a) Plaintiff is committed to the vigorous prosecution of this action on behalf
25 of himself and all others similarly situated and has retained competent
26 counsel experienced in the prosecution of consumer class actions;

27 b) There is no conflict of interest between Plaintiff and the unnamed Class
28 members; and

1 c) Plaintiff's legal counsel has the financial and legal resources to meet the
2 substantial costs and legal issues associated with this type of litigation.

3 74. Plaintiff knows of no difficulty to be encountered in the maintenance of
4 this action that would preclude its maintenance as a class action.

5 75. EcoCart has acted or refused to act on grounds generally applicable to the
6 Classes, thereby making appropriate corresponding declaratory relief with respect to
7 the Classes as a whole.

8 76. All conditions precedent to bringing this action have been satisfied and/or
9 waived.

10 **FIRST CLAIM FOR RELIEF**
11 **Tortious Interference with Contract**
(On Behalf of Plaintiff and the Nationwide Class)

12 77. Plaintiff repeats and realleges the above allegations as if fully set forth
13 herein.

14 78. Plaintiff and the Class have contracted with e-commerce retailers for the
15 purchase of merchandise.

16 79. EcoCart had knowledge of the contractual relationship or prospective
17 contractual relationship between e-commerce retailers and Class members like
18 Plaintiff.

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

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

1 82. EcoCart's conduct as described herein substantially caused the harm
2 inflicted on Plaintiff and the Class.

3 **SECOND CLAIM FOR RELIEF**
4 **Unjust Enrichment**
5 **(On Behalf of Plaintiff and the Nationwide Class)**

6 83. Plaintiff repeats and realleges the above allegations as if fully set forth
7 herein.

8 84. To the detriment of Plaintiff and the Class, EcoCart has been, and
9 continues to be, unjustly enriched because of its wrongful conduct alleged herein.

10 85. Plaintiff and the Class conferred a benefit on EcoCart.

11 86. EcoCart unfairly, deceptively, unjustly, and/or unlawfully accepted said
12 benefits, which, under the circumstances, would be unjust to allow EcoCart to retain.

13 87. EcoCart's unjust enrichment is traceable to, and resulted directly and
14 proximately from, the conduct alleged herein.

15 88. Damages may not adequately compensate the harms Plaintiff and the
16 Class sustained because they are not as certain, equally prompt, or otherwise efficient
17 as restitution. Plaintiff must engage in discovery to determine whether money damages
18 will adequately remedy these harms.

19 89. Plaintiff and the Class therefore seek disgorgement of all fees wrongfully
20 retained by EcoCart because of its inequitable conduct as more fully stated herein.

21 **THIRD CLAIM FOR RELIEF**
22 **Violations of California's Unfair Competition Law**
23 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**
24 **(On Behalf of Plaintiff and the Nationwide Class, or in the Alternative, the**
25 **California Class)**

26 90. Plaintiff repeats and realleges the above allegations as if fully set forth
27 herein.

28 91. EcoCart's conduct described herein violates the Unfair Competition Law
("UCL"), codified at California Business and Professions Code section 17200, *et seq.*

92. The UCL prohibits, and provides civil remedies for, unfair competition.

1 Its purpose is to protect both consumers and competitors by promoting fair competition
2 in commercial markets for goods and services. In service of that purpose, the
3 Legislature framed the UCL’s substantive provisions in broad, sweeping language.

4 93. The UCL imposes strict liability. Plaintiff need not prove that EcoCart
5 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
6 practices—only that such practices occurred.

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

12 95. A business act or practice is “fraudulent” under the UCL if it is likely to
13 deceive members of the public.

14 96. A business act or practice is “unlawful” under the UCL if it violates any
15 other law or regulation.

16 97. EcoCart committed fraudulent business acts and practices in violation of
17 Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly (a) sneaking
18 fees into consumers’ carts; (b) deceptively naming and describing the fees; (c) charging
19 fees that are, in actuality, simply the price involved in the shipping process; and (d)
20 charging fees that provide no added value to consumers.

21 98. EcoCart engages in unfair business practices insofar as the harm to
22 Plaintiff and the Classes from EcoCart’s practices outweighs the utility of EcoCart’s
23 practices. There were reasonably available alternatives to further EcoCart’s legitimate
24 business interests, other than engaging in the immoral, unethical, oppressive, and
25 unscrupulous conduct described herein. EcoCart’s acts and practices offend
26 California’s and the federal government’s established public policy of truthful
27 advertising in the marketplace and constitute immoral, unethical, oppressive, and
28 unscrupulous activities that substantially injure consumers.

1 99. EcoCart’s conduct constitutes an “unlawful” act under the UCL because
2 it also constitutes a violation of sections 1770(a)(3), (5), (9), (14), (20), and (29) of the
3 California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code section 1750, *et*
4 *seq.*

5 100. EcoCart’s conduct also constitutes an “unlawful” act under the UCL
6 because it violates the Restore Online Shoppers’ Confidence Act, 15 U.S.C. §§ 8401–
7 05 (“ROSCA”). Specifically, EcoCart used “negative option” sales “[that] took
8 advantage of consumers’ expectations.” *Id.*, § 8401(8). Moreover, EcoCart violated
9 ROSCA by using a negative option feature that (1) did not provide text that clearly and
10 conspicuously discloses all material terms of the transaction before obtaining the
11 consumer’s billing information; and (2) did not obtain the consumer’s express informed
12 consent before charging the consumer’s credit card, debit card, bank account, or other
13 financial account for products or services through such transaction. *Id.*, § 8403(1), (2).

14 101. EcoCart’s business practices have misled Plaintiff and the Class and,
15 unless enjoined, will continue to mislead them in the future.

16 102. Plaintiff relied on EcoCart’s misrepresentations.

17 103. EcoCart deceived Plaintiff and the Class into purchasing services that they
18 otherwise would not have purchased.

19 104. As a direct and proximate result of EcoCart’s unfair, fraudulent, and
20 unlawful practices, Plaintiff and the Class suffered and will continue to suffer actual
21 damages by paying for services that they did not want or need. EcoCart’s fraudulent
22 conduct is ongoing and presents a continuing threat to Plaintiff and the Class that they
23 will be deceived. Plaintiff desires to conduct further business with EcoCart by
24 continuing to make online purchases through websites that partner with EcoCart. But
25 Plaintiff cannot rely on EcoCart’s representations unless an injunction is issued.

26 105. As a result of its unfair, fraudulent, and unlawful conduct, EcoCart has
27 been unjustly enriched and should be required to disgorge its unjust profits and make
28 restitution to Plaintiff and Class members pursuant to Business & Professions Code

1 sections 17203 and 17204.

2 106. Pursuant to Business & Professions Code sections 17203 and 17500,
3 Plaintiff and Class members, on behalf of the general public, seek an order enjoining
4 EcoCart from continuing to engage in, use, or employ its unfair, unlawful, and
5 fraudulent practices.

6 107. Plaintiff has no adequate remedy at law in part because EcoCart continues
7 to automatically add fees to all purchases. Therefore, an injunction on behalf of the
8 general public is needed to prevent EcoCart from continuing to engage in the unfair,
9 deceptive, and misleading practices described herein. Such a remedy cannot be
10 obtained through any of Plaintiff's legal causes of action.

11 **FOURTH CLAIM FOR RELIEF**
12 **False and Misleading Advertising**
13 **(Bus. & Prof. Code §§ 17500, et seq.)**
14 **(On Behalf of Plaintiff and the Nationwide Class, or in the Alternative, the**
15 **California Class)**

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

18 109. California's False Advertising Law ("FAL"), California Business and
19 Professions Code section 17500, states that "[i]t is unlawful for any . . . corporation . .
20 . with intent . . . to dispose of . . . personal property . . . to induce the public to enter
21 into any obligation relating thereto, to make or disseminate or cause to be made or
22 disseminated . . . from this state before the public in any state, in any newspaper or
23 other publication, or any advertising device, or by public outcry or proclamation, or in
24 any other manner or means whatever, including over the Internet, any statement . . .
25 which is untrue or misleading and which is known, or which by the exercise of
26 reasonable care should be known, to be untrue or misleading"

27 110. EcoCart's material misrepresentations and omissions alleged herein
28 violate Business and Professions Code section 17500.

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

112. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiff and Class members, on behalf of the general public, seek an order enjoining EcoCart from continuing to engage in, use, or employ its deceptive practices. Such an order is not obtainable through any of Plaintiff's legal causes of action, making any remedy at law inadequate.

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

114. Additionally, Plaintiff and Class members seek an order requiring EcoCart to pay attorneys' fees pursuant to California Civil Code section 1021.5.

FIFTH CLAIM FOR RELIEF
Violation of California's Consumers Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750, *et seq.*
(On Behalf of Plaintiff and the Nationwide Class, or in the Alternative, the California Class)

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

116. This cause of action is brought pursuant to the Consumers Legal Remedies Act ("CLRA"), California Civil Code section 1750, *et seq.* Plaintiff and each member of the proposed Classes are "consumers" as defined by California Civil Code section 1761(d). EcoCart's sale of merchandise and shipping insurance to consumers were "transactions" within the meaning of California Civil Code section 1761(e). The merchandise purchased by Plaintiff and the Class are "goods" within the meaning of California Civil Code section 1761(a).

117. EcoCart violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code section 1770(a) in transactions with Plaintiff and the Class which were intended to result in, and did result in, the sale of merchandise:

- a. "Misrepresenting the affiliation, connection, or association with, or certification by, another" (a)(3);

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

18 118. Specifically, EcoCart (a) deceptively added fees into consumers’ carts; (b)
19 deceptively named and described the add-on fees; (c) charged Plaintiff and Class
20 members for shipping above and beyond what was promised to them; and (d) charged
21 fees that provide no added value to reasonable consumers.

22 119. Pursuant to section 1782(a) of the CLRA, Plaintiff’s counsel notified
23 EcoCart in writing by certified mail of the particular violations of section 1770 of the
24 CLRA and demanded that it rectify the problems associated with the actions detailed
25 above and give notice to all affected consumers of EcoCart’s intent to act. In the event
26 EcoCart fails to respond to Plaintiff’s letter and/or fails to agree to rectify the problems
27 associated with the actions detailed above, Plaintiff will amend his Complaint to
28 include claims for actual and statutory damages, as appropriate, against EcoCart.

120. Plaintiff also seeks public injunctive relief, as described above. Such a remedy cannot be obtained through any of Plaintiff's legal claims.

PRAYER FOR RELIEF

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

- (a) Certification of this matter to proceed as a class action on behalf of the Classes;
- (b) For declaratory and injunctive relief as set forth above;
- (c) For an order requiring EcoCart to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;
- (d) For compensatory damages according to proof;
- (e) For reasonable attorneys' fees and costs of suit;
- (f) For pre-judgment interest; and
- (g) Awarding such other relief as this Court deems just, proper, and equitable.

DEMAND FOR JURY TRIAL

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

Dated: December 8, 2025

Respectfully submitted,

KALIEL GOLD PLLC

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

Attorneys for Plaintiff and the Proposed Class

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

JORDAN GOULSON, on behalf of himself and all others similarly situated,

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

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

Sophia G. Gold, Jeffrey D. Kaliei, KalieiGold PLLC, 490
4rd Street, No. 122, Oakland, CA 94609 (202) 350-4783

DEFENDANTS

ECOCART SCIENCES, INC.

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV3463 JES JLB

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander		INTELLECTUAL PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	LABOR	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 720 Labor/Management Relations	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 500 Securities/Commodities/Exchange
		<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 590 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	IMMIGRATION	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 591 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 462 Naturalization Application	FEDERAL TAX SUITS	<input type="checkbox"/> 593 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 595 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 596 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations			<input type="checkbox"/> 599 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			
	<input type="checkbox"/> 448 Education			
	PRISONER PETITIONS			
	<input type="checkbox"/> 463 Alien Detainee			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			
	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2) and (6), 28 U.S.C. § 1391

Brief description of cause:

Plaintiff alleges that defendant unfair and arising from deceptive addition of junk fees to consumers' shopping carts.

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/08/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Sophia G. Gold.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [EcoCart Lawsuit Alleges E-Comm Merchant Unlawfully Tacks Hidden Junk Fees Onto Transactions](#)
