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Attorneys for Plaintiffs and the Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMANDA POORE, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

UNILEVER UNITED STATES,

Defendant.

Case No.

CLASS ACTION COMPLAINT

INTRODUCTION

1. This is a proposed class action seeking monetary damages, restitution, and public injunctive and declaratory relief from Defendant Unilever United States (“Unilever”) arising from its deceptive addition of junk fees to consumers’ shopping carts on Olly.com (“Olly”).

2. When consumers browse products on Olly’s website, Olly advertises the price of its retail items, along with an advertisement for either free or flat rate shipping. Those pricing representations are false, however, because Olly surreptitiously adds junk fees to consumer purchases, including a so-called “Order Protection” fees.

11. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) because a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this District.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. Overview of Olly

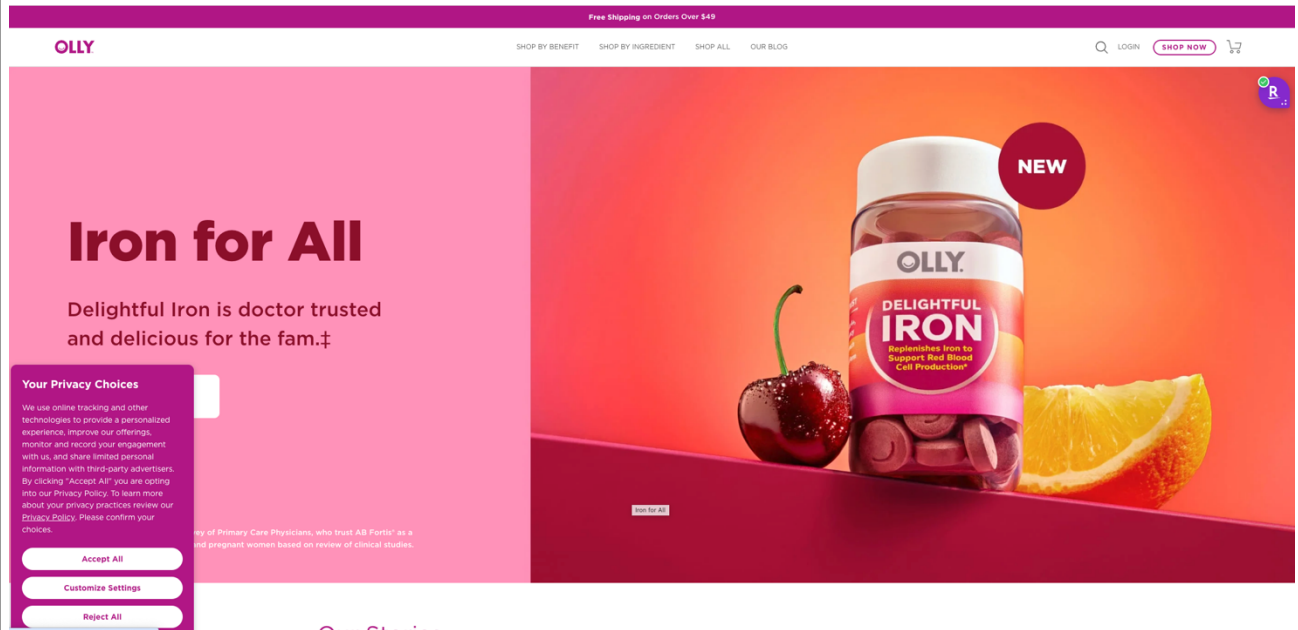
12. Olly is a vitamin and supplement brand. Olly sells its products both through its own online website and in major retail stores such as Target. This case concerns the Order Protection fee added to purchases made directly on Olly's website.

13. Olly is headquartered in San Francisco, California, and on information and belief, the decision to charge Order Protection fees to consumers originated in California.

14. At no point in the purchasing process are consumers asked to assent to Olly's Terms of Use and Service.

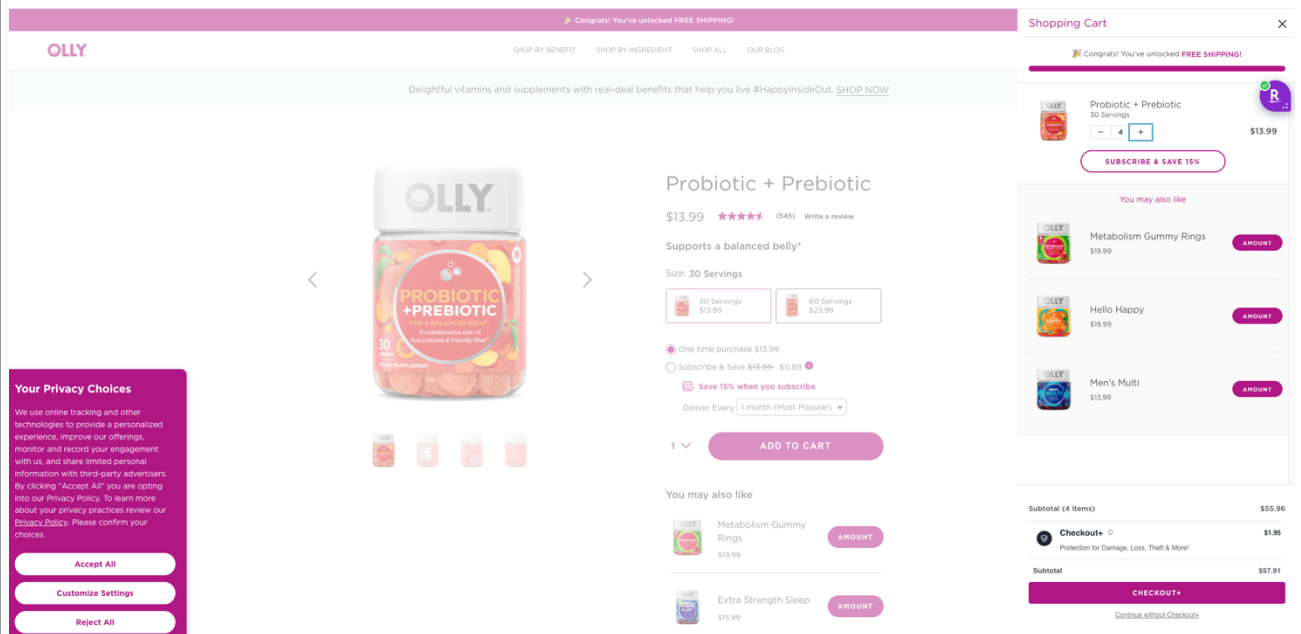
II. Olly Surreptitiously Adds Fees to Consumers' Carts

15. Here's how Olly's deception works. When a consumer visits olly.com, the consumer is informed that orders over \$49 are entitled to free shipping:



16. When a consumer presses the large purple "ADD TO CART" button, the shopping cart is automatically displayed on the side of the webpage. The consumer's cart is riddled with

deception. In the cart, the consumer is again free shipping for orders over \$49. Olly sneaks in, in much smaller writing than the large purple button screaming “CHECKOUT+”, a fee for “Checkout+”. On information and belief, the added fee amounts to a percentage of the transaction. The fee is added without the consumer having done anything at all to add the fee. What’s worse, the optional hyperlink to “Continue Without Checkout+” is so tiny and in such light print such as to blend with the white background, and intentionally designed to go unnoticed by consumers like Plaintiff, who did not notice the fee. Thus, if consumers even notice the very small amount added to their transactions, consumers are still left entirely unaware that the added Order Protection charge is optional, because it is presented in the cart as mandatory:



17. If a consumer selects the large purple “Checkout+” button, which the consumer is likely to do for the reasons explained above, the consumer is then taken to the checkout page where the “Order Protection” fee is presented in the cart:

(image on next page)

OLLY

Express checkout

shop | PayPal | Google Pay | venmo

OR

Contact

Email

☒ Yes, I want to receive offers and updates from OLLY and other Health & Wellbeing Companies and Brands like Onnit, Liquid IV, Welby, SmartyPants, and Nutrafol via email and online marketing. I have read and acknowledged OLLY's Privacy Policy and Notice of Financial Incentives. I understand I may unsubscribe from promotional emails at any time.

Delivery

Country/Region

First name Last name

Company (optional)

Address

Apartment, suite, etc. (optional)

City State ZIP code

Phone

☐ Yes, I want to receive offers and updates from OLLY and other Health & Wellbeing Companies and Brands like Onnit, Liquid IV, Welby, SmartyPants, and Nutrafol via SMS. I have read and acknowledged OLLY's Privacy Policy and Notice of Financial Incentives. I understand I may unsubscribe from SMS messaging at any time.

Order Summary

Order Protection \$1.95

Probiotic + Prebiotic 30 Servings \$55.96

Discount code or gift card

Redeem Points

Log in to redeem points

Subtotal · 5 items \$57.91

Shipping Enter shipping address

Total USD **\$57.91**

Select communities receive an exclusive discount with ID.me

☒ **Verify with ID.me**

18. If a consumer scrolls down on the checkout page, the option to untoggled the fee that has already been added to the cart is small and deceptive, again in hopes that consumers will not notice the added fee:

Credit card

VISA | Mastercard | American Express | Discover | +4

Card number

Expiration date (MM / YY) Security code

Name on card

☒ Use shipping address as billing address

☐ PayPal ☐ Klarna - Flexible payments ☐ shop Pay | Pay in full or in installments

Remember me

☒ Save my information for a faster checkout with a Shop account

Mobile phone number

Secure and encrypted shop

Checkout + \$1.95

Protection for Damage, Loss, Theft & More!

By leaving the toggle selected, I agree to include shipping protection and priority support to my order at checkout.

Pay now

Your info will be saved to a Shop account. By continuing, you agree to Shop's [Terms of Service](#) and acknowledge the [Privacy Policy](#).

[Refund policy](#) [Privacy policy](#) [Terms of service](#) [Cancellation policy](#)

Order Summary

Order Protection \$1.95

Probiotic + Prebiotic 30 Servings \$55.96

Discount code or gift card

Redeem Points

Log in to redeem points

Subtotal · 5 items \$57.91

Shipping Enter shipping address

Total USD **\$57.91**

Select communities receive an exclusive discount with ID.me

☒ **Verify with ID.me**

1 19. Thus, reasonable consumers believe they have no other choice but to pay the add-on
2 fee, which they were never previously informed of. This is a classic bait & switch.

3 20. Many consumers do not notice that an additional fee is being added to their order.
4 Others believe that they have no choice but to pay this fee. And others still notice the previously
5 undisclosed fee, but decide to go through with the purchase anyway: they have already invested
6 substantial time and effort inputting their information into the Defendant's system. So, it doesn't
7 make sense to start over and research whether there may be some other way to avoid the fee. So,
8 there is no incentive to reverse course—there is only an incentive to pay the fee, be done with it,
9 and avoid the burden of finding a way to avoid the fee, if the consumer can even figure out how to
10 avoid the fee at all after navigating Defendant's deceptive screens. The deceptive checkout practice
11 has done its job and diverted the sale to Defendant.

12 21. This pre-selection and automatic opting in of consumers to junk fees is itself
13 deceptive. Imagine a scenario in which a consumer goes to the grocery store, and while being
14 checked out by the cashier, the cashier sneaks a pack of gum on the conveyer belt without the
15 Plaintiff having done anything at all to add the item or noticing that that the item was added. What
16 happened to Plaintiff during the online checkout process is no different.

17 22. As the FTC notes, "For years, unscrupulous direct-mail and brick-and-mortar
18 retailers have used design tricks and psychological tactics such as pre-checked boxes, hard-to-find-
19 and read disclosures, and confusing cancellation policies, to get consumers to give up their money
20 or data." *FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap*
21 *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)
22 [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)).
23 The FTC further notes in its *Enforcement Policy Statement Regarding Negative Option Marketing*
24 that **"[a] 'pre-checked box' does not constitute affirmative consent."**
25 [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)
26 [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).

27 23. This method of adding on fees is designed to go undetected by consumers and thus
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1 provide additional revenue to Olly. The Wall Street Journal recently highlighted the problem,
2 stating:

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

6 Imani Moise, *Porch Pirates Are Now Raising the Price You Pay at Checkout*, Wall Street Journal,
7 December 25, 2024, available at [https://www.wsj.com/personal-finance/package-theft-hidden-fee-](https://www.wsj.com/personal-finance/package-theft-hidden-fee-higher-prices-325c4a34?mod=Searchresults_pos3&page=1)
8 [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).

9 24. Upon information and belief, Olly is aware that by programming its website to
10 automatically opt in consumers to “Package” or “Shipping” protection fees, most consumers will
11 unknowingly purchase the “protection.” On information and belief, Olly is further aware that had it
12 programmed its website to offer *optional* “protection” (requiring an opt-in), the vast majority of
13 consumers would not purchase it.

14 25. Because Olly’s practice is deceptive, Shopify, which handles the technology
15 infrastructure for many direct-to-consumer brands and larger companies, told merchants that
16 automatically adding optional charges at checkout will be banned, starting in February of 2025.

17 26. In fact, since the initial filing of this case, Olly has ceased its practice of
18 automatically adding its Order Protection fees to consumers’ carts.

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

21 **III. The Add On Fees Render Promises of Free or Flat Rate Shipping False, or At Best** 22 **Ambiguous.**

23 28. Even beyond the deceptive manner in which the fees are added, the fees themselves
24 are additionally deceptive because they directly contradict other promises on Olly’s website
25 regarding “free” or flat-rate shipping. That is because Olly’s add on fees are, in actuality, a
26 disguised shipping charge.

27 29. Whatever the add-on fee is for—and as described herein, it is totally unclear—it is a
28 fee somehow related to shipping of the products purchased by consumers. Making matters worse,

1 Olly describes the add-on fee as “Shipping Protection” in the cart, but then calls it “Order
2 Protection” in the cart, creating further ambiguity regarding whether the shipping of the product or
3 the product itself is somehow “protected”, and what that “protection” actually provides to the
4 consumer.

5 30. But as described herein, Olly promised “free” shipping on certain orders and flat rate
6 shipping on other orders. These were clear promises that the total, marginal cost of having products
7 shipped—that is, moved from the retailer to the consumer—was represented by the “free” or flat
8 rate shipping price promise. Olly tacks on this added fee regardless of the free or flat rate shipping
9 promise made.

10 31. However, Defendant decided it could actually charge more for shipping, thereby
11 increasing profitability, by misrepresenting the true shipping costs to consumers.

12 32. Defendant was or should have been aware that consumers were and would be
13 deceived by an add-on shipping fee at the same time as a promise of “free” or flat-rate shipping was
14 being made.

15 33. Because it is well known that American consumers prefer free or low-cost shipping
16 costs, Defendant made an intentional decision to break shipping costs into two parts and thus
17 disguise their decision to charge more for shipping.

18 34. The deceptively added fee is a hidden shipping fee. This renders false Olly’s promise
19 of a FREE or a flat, low-cost shipping fee.

20 35. By unfairly obscuring its charges to consumers, Defendant deceives consumers and
21 gains an unfair upper hand on competitors.

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

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27 ///

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1 **IV. Defendant’s “Order Protection” Fee Is Inaccurately Named and Described and**
2 **Provides No Added Value to Consumers.**

3 37. Even beyond the deceptive manner in which the fees are added and the fact that fees
4 themselves directly contradict other promises on e-commerce retailer websites regarding “free” or
5 flat-rate shipping, the “Order Protection” fee is also deceptively named and described.

6 38. First, the fee provides little or no *additional* “protection” for shipments than already
7 exists. Online retailers like Olly already provide replacements and allow for returns of products.
8 Indeed, Olly offers 30 day returns on its website for all items. See [https://help.olly.com/hc/en-](https://help.olly.com/hc/en-us/articles/360035072232-What-is-the-return-policy)
9 [us/articles/360035072232-What-is-the-return-policy](https://help.olly.com/hc/en-us/articles/360035072232-What-is-the-return-policy). Therefore, the add-on fee provides no extra
10 protection for goods that arrive damaged. Defendant misrepresents, and omits material facts about,
11 that truth.

12 39. Moreover, popular shipping services like UPS, Federal Express, USPS Priority Mail
13 *automatically* include shipping protection for the first \$100 worth of value in a package when goods
14 are not delivered, stolen or damaged. Defendant misrepresents, and omits material facts about, that
15 truth, too. Thus, for the vast majority of consumers—those who are paying to ship a product less
16 than \$100—the add-on fee is entirely worthless, because they are already provided the same
17 protection by the shippers.

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

20 41. For all these reasons, the “Order Protection” fee is deceptively named and described.

21 42. Even beyond the deceptive manner in which the fees are added, the fact that fees
22 themselves directly contradict other promises on e-commerce retailer websites regarding “free” or
23 flat-rate shipping, and the fact that the add on fees are deceptively named and described, they also
24 provide virtually no additional value to consumers. No reasonable consumer would knowingly elect
25 to pay for the add-on fee because it provides essentially zero additional value to consumers.

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

V. Defendant's Fees are Junk Fees and Violate Federal Guidance and California Law

44. Defendant's shipping fees, such as the Order Protection fee, are precisely the type of "Junk Fee" 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, March 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.

45. As the Federal Trade Commission said recently in 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.

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

46. In July of 2024, California expanded its Consumer Legal Remedies Act ("CLRA") amending it to make "drip pricing," illegal, which involves advertising a price that is less than the actual price that a consumer will have to pay for a good or service. California Civil Code Section 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for a product, only for that product to be subject to additional or mandatory fees later. In other words, "the price listed or advertised to the consumer must be the full price that the consumer is required to pay." See California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked Questions*, available at <https://oag.ca.gov/system/files/attachments/press->

docs/SB%20478%20FAQ%20%28B%29.pdf (last accessed July 18, 2024). As the California Department of Justice stated:

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

Id. at p. 4 (emphasis added).

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

48. Defendant violates federal guidance and California law by adding the shipping fees as line items well after the consumer “add[s] to shopping cart,” and by failing to disclose the nature of these fees.

VI. Plaintiff’s Experience

49. Plaintiff used Defendant’s website, olly.com, to purchase over \$49 worth of products on September 18, 2024, to be delivered to her residence in Auburn, Washington.

50. When using the website, Plaintiff was repeatedly informed that she would get free shipping as part of her purchase. Plaintiff justifiably relied on this promise when choosing to make a purchase over \$49.

51. However, Plaintiff’s purchase included a \$1.95 charge for an “Order Protection” fee that was automatically and surreptitiously added to her cart, that—for the reasons described above—in fact represented an additional shipping charge.

- a. Whether Defendant's alleged misconduct misled or had the tendency to mislead consumers;
- b. Whether Defendant engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;
- c. Whether Defendant's alleged conduct constitutes violations of the laws asserted;
- d. Whether Defendant breached its contract with consumers;
- e. Whether Plaintiff and members of the Class were harmed by Defendant's misrepresentations;
- f. Whether Defendant was unjustly enriched;
- g. Whether Plaintiff and the Class have been damaged, and if so, the proper measure of damages; and
- h. Whether an injunction is necessary to prevent Defendant from continuing to engage in the wrongful conduct described herein.

59. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Class consists of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Defendant's records. Defendant has the administrative capability through its computer systems and other records to identify all members of the Class, and such specific information is not otherwise available to Plaintiff.

60. It is impracticable to bring members of the Class individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, 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 61. Plaintiff's claims are typical of the claims of the other members of the Class in that
4 they arise out of the same wrongful business practices by Defendant, as described herein.

5 62. Plaintiff is more than adequate representative of the Class in that Plaintiff is
6 Defendant's customer and has suffered damages as a result of Defendant's misrepresentations. In
7 addition:

8 a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself
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 Class;

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 63. 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 64. Defendant has acted or refused to act on grounds generally applicable to the class,
20 thereby making appropriate corresponding declaratory relief with respect to the Class as a whole.

21 65. All conditions precedent to bringing this action have been satisfied and/or waived.

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

25 66. Plaintiff hereby incorporates by reference the preceding paragraphs.

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

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

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

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

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

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

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

21 74. Defendant’s acts and practices offend an established public policy of truthful
22 advertising in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous
23 activities that are substantially injurious to consumers.

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

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

3 77. Defendant’s business practices have misled Plaintiff and the proposed Class and,
4 unless enjoined, will continue to mislead them in the future.

5 78. Plaintiff relied on Defendant’s misrepresentations in making his purchase.

6 79. Defendant deceived Plaintiff and class members into making purchases they
7 otherwise would not make.

8 80. As a direct and proximate result of Defendant’s unfair, fraudulent, and unlawful
9 practices, Plaintiff and class members suffered and will continue to suffer actual damages.
10 Defendant’s fraudulent conduct is ongoing and presents a continuing threat to Plaintiff and Class
11 members that they will be deceived. Plaintiff desires to conduct further business with Defendant but
12 cannot rely on Defendant’s representations unless an injunction is issued.

13 81. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has been
14 unjustly enriched and should be required to disgorge its unjust profits and make restitution to
15 Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

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

20 83. Plaintiff has no adequate remedy at law in part because Defendant continue to
21 automatically add fees to all purchases. Plaintiff therefore seeks an injunction on behalf of the
22 general public to prevent Defendant from continuing to engage in the deceptive and misleading
23 practices described herein.

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

27 84. Plaintiff hereby incorporates by reference the preceding paragraphs if fully restated
28

1 here.

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

10 86. Defendant's material misrepresentations and omissions alleged herein violate
11 Business and Professions Code section 17500.

12 87. Defendant knew or should have known that its misrepresentations and omissions
13 were false, deceptive, and misleading.

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

17 89. Further, Plaintiff requests an order awarding Plaintiff and class members restitution
18 of the money wrongfully acquired by Defendant by means of said misrepresentations.

19 90. Additionally, Plaintiff and class members seek an order requiring Defendant to pay
20 attorneys' fees pursuant to California Civil Code section 1021.5.

21 **THIRD CLAIM FOR RELIEF**
22 **Violation of California's Consumer Legal Remedies Act ("CLRA")**
23 **Cal. Civ. Code § 1750, *et seq.***
(On Behalf of Plaintiff and the Class)

24 91. Plaintiff incorporates the preceding allegations by reference as if fully set forth
25 herein.

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

5 93. Defendant violated and continue to violate the CLRA by engaging in the following
 6 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class
 7 which were intended to result in, and did result in, the sale of merchandise:

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

26 94. Specifically, Defendant (a) deceptively added fees into consumers carts; (b)
 27 deceptively named and described the add-on fees; (c) charged Plaintiff and class members for
 28

1 shipping above and beyond what was promised to them; and (d) charged fees that provide no added
2 value to reasonable consumers.

3 95. Pursuant to § 1782(a) of the CLRA, Plaintiff's counsel notified Defendant in writing
4 by certified mail of the particular violations of §1770 of the CLRA and demanded that it rectify the
5 problems associated with the actions detailed above and give notice to all affected consumers of
6 Defendant's intent to act. Defendant failed to respond to Plaintiff's letter and/or failed to agree to
7 rectify the problems associated with the actions detailed above. Thus, Plaintiff is also pursuing
8 claims for actual and statutory damages, as appropriate against Defendant.

9 96. Plaintiff also seeks public injunctive relief, as described above.

10 **FOURTH CLAIM FOR RELIEF**
11 **Unjust Enrichment**
(On Behalf of Plaintiff and the Class)

12 97. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing
13 paragraphs as if fully set forth herein.

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

16 99. Plaintiff and the Class conferred a benefit on Defendant.

17 100. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits,
18 which under the circumstances, would be unjust to allow Defendant to retain.

19 101. Defendant's unjust enrichment is traceable to, and resulted directly and proximately
20 from, the conduct alleged herein.

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

23 **FIFTH CLAIM FOR RELIEF**
24 **Breach of Contract**
(On Behalf of Plaintiff and the Class)

25 103. Plaintiff repeats and realleges the above allegations as if fully set forth herein.

26 104. Plaintiff and Defendant has contracted for the purchase of merchandise.

27 105. No contract provision authorizes Defendant to be able to charge add on fees to
28

1 customers.

2 106. Defendant breached the terms of its contract with consumers by charging add on fees
3 such as the Order Protection fee.

4 107. Plaintiff and members of the Class have performed all, or substantially all, of the
5 obligations imposed on them under the contract.

6 108. Plaintiff and members of the Class have sustained damages as a result of Defendant's
7 breach of the contract and breach of the implied covenant of good faith and fair dealing.

8 **PRAYER FOR RELIEF**

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

- 11 (a) Certification for this matter to proceed as a class action on behalf of the Class;
12 (b) Declaring Defendant's shipping fee practices and policies to be improper;
13 (c) For declaratory and injunctive relief as set forth above;
14 (d) For an order requiring Defendant to disgorge and make restitution of all monies it
15 acquired by means of the unlawful practices set forth above;
16 (e) For compensatory damages according to proof;
17 (f) For reasonable attorneys' fees and costs of suit;
18 (g) For pre-judgment interest; and
19 (h) Awarding such other and further relief as this Court deems just, proper and equitable.

20 **DEMAND FOR JURY TRIAL**

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

23 Dated: May 19, 2025

KALIELGOLD PLLC

24 By: /s/ Sophia G. Gold

25 Jeffrey D. Kalien

Sophia G. Gold

26 Amanda J. Rosenberg

27 *Attorneys for Plaintiff and the Putative Class*

CIVIL COVER SHEET

This civil cover sheet does not replace or supplement the filing and service of pleadings or other papers. The information on this form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket. Instructions are on the reverse of this form.

I. PLAINTIFF(S)

AMANDA POORE, on behalf of herself and all others similarly situated

County of Residence of First Listed Plaintiff:
Leave blank in cases where United States is plaintiff. King County, Wash.

Attorney or Pro Se Litigant Information (Firm Name, Address, and Telephone Number)
Sophia G. Gold, Amanda J. Rosenberg, 490 43rd Street, No. 122, Oakland, California 94609, (202) 350-4783

DEFENDANT(S)

UNILEVER UNITED STATES,

County of Residence of First Listed Defendant:
Use ONLY in cases where United States is plaintiff. San Francisco County, CA

Defendant's Attorney's Name and Contact Information (if known)

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

☐ U.S. Government Plaintiff

☐ Federal Question (U.S. Government Not a Party)

☐ U.S. Government Defendant

☒ Diversity

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: (Use jurisdictional statutes only for diversity)
28 U.S.C. § 1332(d)(2), 28 U.S.C. § 1391(b)

Brief description of case: Defendant's charging of deceptive junk fees online

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

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

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

☒ Original Proceeding

☐ Removed from State Court

☐ Remanded from Appellate Court

☐ Reinstated or Reopened

☐ Transferred from Another District

☐ Multidistrict Litigation–Transfer

☐ Multidistrict Litigation–Direct File

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Plaintiff

Defendant

☐ Citizen of California

☒ Citizen of Another State

☐ Citizen or Subject of a Foreign Country

☐ Incorporated or Principal Place of Business In California

☐ Incorporated and Principal Place of Business In Another State

☐ Foreign Nation

VII. REQUESTED IN COMPLAINT

☒ Check if the complaint contains a jury demand.

☒ Check if the complaint contains a monetary demand. Amount:

☒ Check if the complaint seeks class action status under Fed. R. Civ. P. 23.

☐ Check if the complaint seeks a nationwide injunction or Administrative Procedure Act vacatur.

VIII. RELATED CASE(S) OR MDL CASE

Provide case name(s), number(s), and presiding judge(s).

IX. DIVISIONAL ASSIGNMENT pursuant to Civil Local Rule 3-2 (Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

COMPLETING THE CIVIL COVER SHEET

Complete the form as follows:

- I. Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.
- Attorney/Pro Se Litigant Information.** Enter the firm name, address, telephone number, and email for attorney of record or pro se litigant. If there are several individuals, list them on an attachment.
- II. Jurisdiction.** Under Federal Rule of Civil Procedure 8(a), pleadings must establish the basis of jurisdiction. If multiple bases for jurisdiction apply, prioritize them in the order listed:
- (1) *United States plaintiff.* Jurisdiction based on 28 U.S.C. §§ 1345 and 1348 for suits filed by the United States, its agencies or officers.
 - (2) *United States defendant.* Applies when the United States, its agencies, or officers are defendants.
 - (3) *Federal question.* Select this option when jurisdiction is based on 28 U.S.C. § 1331 for cases involving the U.S. Constitution, its amendments, federal laws, or treaties (but use choices 1 or 2 if the United States is a party).
 - (4) *Diversity of citizenship.* Select this option when jurisdiction is based on 28 U.S.C. § 1332 for cases between citizens of different states and complete Section VI to specify the parties’ citizenship. Note: Federal question jurisdiction takes precedence over diversity jurisdiction.
- III. Cause of Action.** Enter the statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless jurisdiction is based on diversity. Example: U.S. Civil Statute: 47 U.S.C. § 553. Brief Description: Unauthorized reception of cable service.
- IV. Nature of Suit.** Check one of the boxes. If the case fits more than one nature of suit, select the most definitive or predominant.
- V. Origin.** Check one of the boxes:
- (1) *Original Proceedings.* Cases originating in the United States district courts.
 - (2) *Removed from State Court.* Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
 - (3) *Remanded from Appellate Court.* Check this box for cases remanded to the district court for further action, using the date of remand as the filing date.
 - (4) *Reinstated or Reopened.* Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) *Transferred from Another District.* Check this box for cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within-district transfers or multidistrict litigation (MDL) transfers.
 - (6) *Multidistrict Litigation Transfer.* Check this box when a multidistrict (MDL) case is transferred into the district under authority of Title 28 U.S.C. § 1407.
 - (7) *Multidistrict Litigation Direct File.* Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- VI. Residence (citizenship) of Principal Parties.** Mark for each principal party *only* if jurisdiction is based on diversity of citizenship.
- VII. Requested in Complaint.**
- (1) *Jury demand.* Check this box if plaintiff’s complaint demanded a jury trial.
 - (2) *Monetary demand.* For cases demanding monetary relief, check this box and enter the actual dollar amount being demanded.
 - (3) *Class action.* Check this box if plaintiff is filing a class action under Federal Rule of Civil Procedure 23.
 - (4) *Nationwide injunction.* Check this box if plaintiff is seeking a nationwide injunction or nationwide vacatur pursuant to the Administrative Procedures Act.
- VIII. Related Cases.** If there are related pending case(s), provide the case name(s) and number(s) and the name(s) of the presiding judge(s). If a short-form MDL complaint is being filed, furnish the MDL case name and number.
- IX. Divisional Assignment.** Identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.” Note that case assignment is made without regard for division in the following case types: Property Rights (Patent, Trademark and Copyright), Prisoner Petitions, Securities Class Actions, Anti-Trust, Bankruptcy, Social Security, and Tax.