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

11  
12 **MIGUEL RODRIGUEZ on behalf of**  
13 **himself and all others similarly**  
14 **situated,**

15 **Plaintiff,**

16 **v.**

17 **EQUILON ENTERPRISES LLC, dba**  
18 **SHELL OIL PRODUCTS US, a**  
19 **Delaware Limited Liability Company**

20 **Defendant**

21 **CASE NO.: '24CV0075 CAB DEB**

22 **CLASS ACTION**

23 **COMPLAINT FOR DAMAGES,**  
24 **EQUITABLE, DECLARATORY,**  
25 **AND INJUNCTIVE RELIEF**

26 **DEMAND FOR JURY TRIAL**

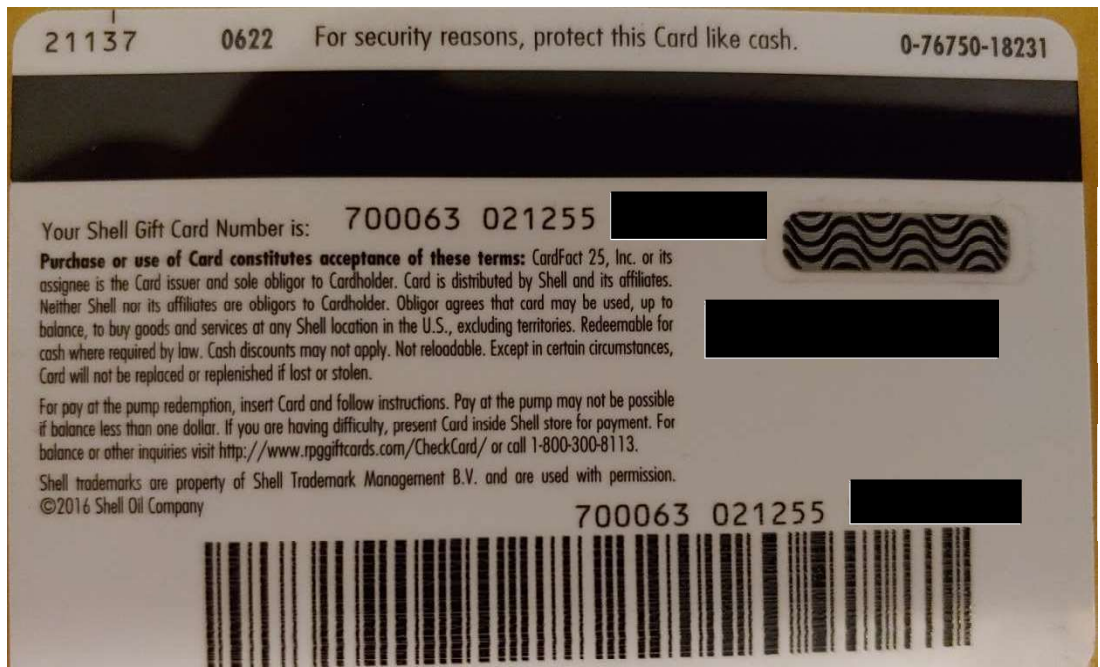
1 Plaintiff Miguel Rodriguez (“Plaintiff”), individually and on behalf of himself  
2 and all others similarly situated, brings this class action against Defendant Equilon.  
3 Enterprises LLC, dba Shell Oil Products US, a Delaware Limited Liability Company,  
4 (“Shell” or “Defendant”) and on the basis of personal knowledge, information and  
5 belief, and the investigation of counsel, alleges as follows:

6  
7 **INTRODUCTION**

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9 1. This is a proposed class action on behalf of a California class of  
10 consumers seeking redress for Defendant’s deceptive practices associated with the use  
11 of Shell branded gift Cards (“Gift Cards” or “Product”).



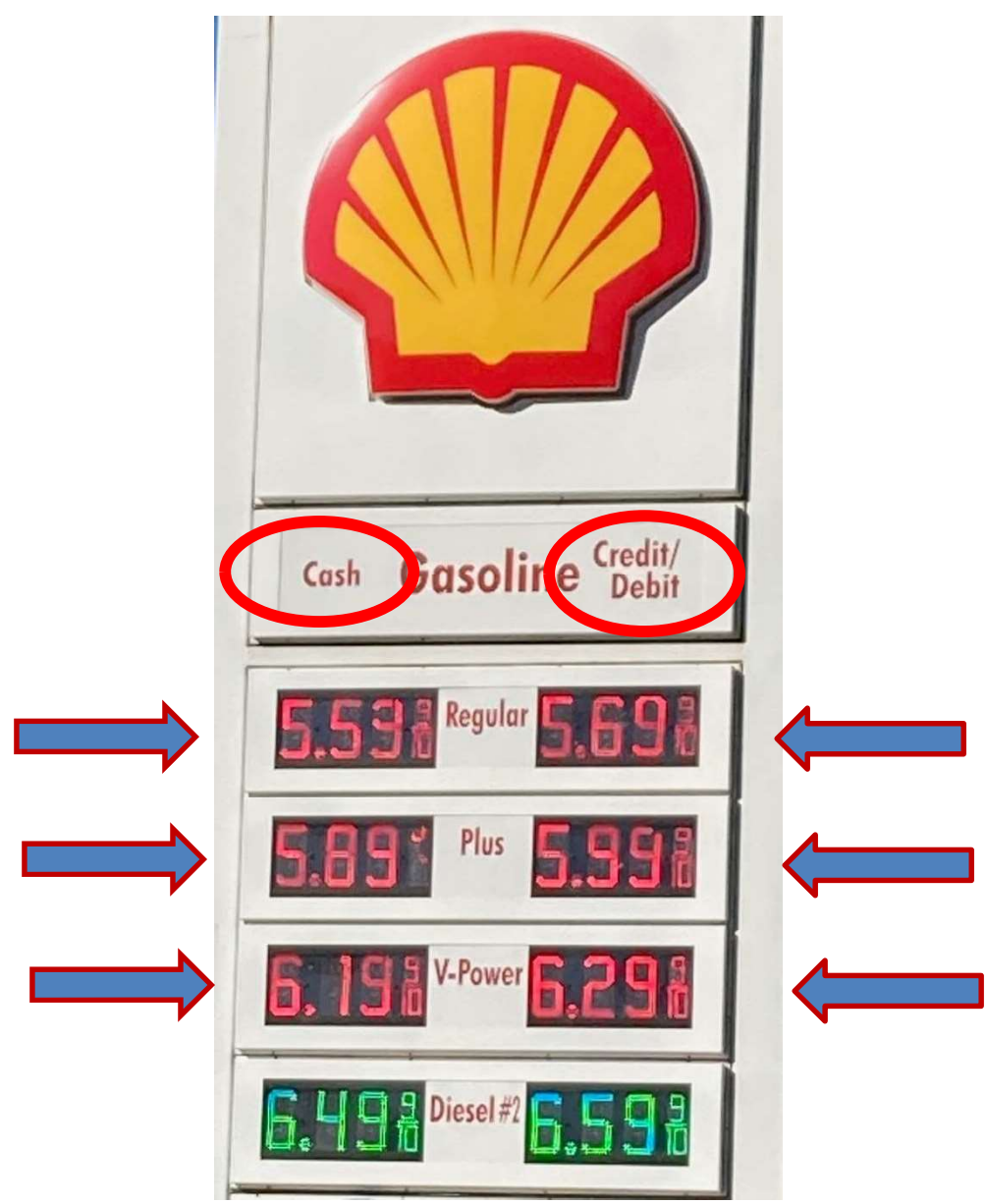
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2. This Complaint arises from Defendant's failure to comply with Civil Code, §1749.5(b)(1), which requires that any gift certificate sold after January 1, 1997, is redeemable in cash for its cash value.

3. Shell gas stations offer gasoline at two prices – a credit card price, and a cheaper cash price.

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1           4.     Despite being the equivalent of cash, Shell failed to provide consumers  
2 using Shell Gift Cards the cash price for gasoline purchases, and instead routinely  
3 charged the higher credit card price.

4           5.     Defendant's failure to maintain a policy and/or practice of complying  
5 with Civil Code §1749.5(b)(1) is in violation of the law.

6           6.     Specifically, Plaintiff alleges Defendant’s conduct violates Civil Code  
7 §1749.5(b)(1), California’s Business and Professions Code § 17200, *et. seq.*,  
8 California Civil Code § 1750, *et seq.*, and is otherwise grounds for restitution on the  
9 basis of quasi-contract/unjust enrichment.  
10

11                                 **JURISDICTION AND VENUE**

12           7.     Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2).  
13 Plaintiff Rodriguez is a resident of San Diego, California. Defendant Equilon.  
14 Enterprises LLC, is incorporated in Delaware and maintains its principal place of  
15 business in Houston, Texas. Diversity jurisdiction exists as the amount in controversy  
16 exceeds \$5,000,000 for the Plaintiff and members of the Class collectively, exclusive  
17 of interest and costs, by virtue of the combined purchase prices paid by Plaintiff and  
18 members of the putative Class, and the profits reaped by Defendant from their  
19 transactions with Plaintiff and the Class, as a direct and proximate result of the  
20 wrongful conduct alleged herein, and by virtue of the injunctive and equitable relief  
21 sought.

22           8.     Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391  
23 because a substantial portion of the underlying transactions and events complained of  
24 occurred and affected persons and entities located in this judicial district, and  
25 Defendant has received substantial compensation from such transactions and business  
26 activity in this judicial district.  
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**PARTIES**

1  
2 9. Plaintiff Miguel Rodriguez is a resident of San Diego, California.

3 10. Mr. Rodriguez purchased and was gifted several Shell Gift Cards during  
4 the applicable Class Periods (defined *infra*) which he used to pay for gasoline at  
5 various Shell gas stations in San Diego including, but not limited to, those located at  
6 3150 Adams Avenue, San Diego, CA 92116, 5465 Mission Center Road, San Diego,  
7 CA 92108 and 6936 Linda Vista Road, San Diego, CA 92116.

8 11. Mr. Rodriguez purchased gasoline using Shell Gift Cards both directly at  
9 the pump and vis-à-vis a gas station attendant. In all instances he was charged the  
10 credit card rate instead of the cash rate when transacting for gasoline using his Shell  
11 Gift Card.

12 12. Mr. Rodriguez purchased Gift Cards believing they were the equivalent  
13 of cash and that he would be entitled to receive the cash price for gasoline sold at  
14 Shell gas stations.

15 13. Mr. Rodriguez was injured in fact and lost money as a result of  
16 Defendant's improper conduct.

17 14. Mr. Rodriguez maintains all rights to the subject Gift Cards and/or was  
18 assigned all rights to the Gift Cards and the rights and obligations that flow from the  
19 possession and use of the Gift Cards.

20 15. Defendant Equilon Enterprises LLC, dba Shell Oil Products US, operates  
21 as a subsidiary of Shell Oil Company. It is a Delaware company headquartered in  
22 Houston, Texas. It offers refining, marketing, and transportation services for gasoline  
23 and other petroleum products. It also operates a network of gasoline stations in the  
24 United States.

25 16. On information and belief, this Defendant has ultimate responsibility for  
26 the establishment of rules, regulations, operations and practices attendant to the  
27 issuance and redemption of its Gift Cards in the state of California including those  
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1 bearing Defendant's brand or mark and issued or redeemed by any other person or  
2 entity.

3 **GENERAL ALLEGATIONS**

4 17. Shell refines and markets gasoline and other petroleum products under  
5 the Shell brand name, selling over 1 billion gallons of gas in more than 1100 gas  
6 stations located across approximately 450 cities throughout the state of California.<sup>1</sup>

7 18. The sale of gasoline is highly competitive. Profit margins are relatively  
8 slim and stations principally compete on the gas prices offered to consumers.

9 19. In the ultra-competitive gasoline market, where up to four competing  
10 stations are often found at a single intersection, a price difference of just a few cents  
11 can drive motorists from one station to another.

12 20. Split pricing is one method by which Shell helps generate additional sales  
13 and revenue from its gas stations.

14 21. Split pricing is a two-tiered pricing program that offers gasoline for sale  
15 at a "credit" price and a lower "cash" price.

16 22. Split Pricing generates additional sales and revenues by encouraging  
17 cost-conscious consumers to seek out Shell stations in order take advantage of the  
18 lower price for using a payment method other than a credit card.

19 23. Despite selling a Gift Card that, by law, is the equivalent of cash, Shell  
20 fails to honor the cash rate when using the Shell Gift Card to purchase gasoline.

21 24. Consumers may use the Shell Gift Card to purchase gas either directly at  
22 the pump or via-a-vis an attendant at the point of sale. In neither scenario can the Shell  
23 Gift Card be used to purchase gasoline at the cash rate.  
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26 \_\_\_\_\_  
27 <sup>1</sup> [https://www.scrapehero.com/location-reports/top-gas-stations-in-california-  
28 usa/#:~:text=by%20clicking%20below.-,Shell,Shell%20in%20the%20United%20States](https://www.scrapehero.com/location-reports/top-gas-stations-in-california-usa/#:~:text=by%20clicking%20below.-,Shell,Shell%20in%20the%20United%20States). (last visited  
January 10, 2023)



1 25. Defendants knowingly charge consumers the credit rate rather than the  
2 cash rate whenever consumers use a Shell Gift Card.

3 26. Shell's pricing scheme is false, deceptive, and misleading to reasonable  
4 consumers who purchase gasoline with a Shell Gift Card because, contrary to the  
5 expectations of reasonable consumers, Shell treats Gift Cards like credit cards,  
6 charging unsuspecting consumers the higher "credit" price rather than the advertised  
7 "cash" price.

8 27. Shell's deceptive scheme is in contravention of the law and has  
9 cumulatively resulted in millions of dollars of damage to California consumers.

10 28. Plaintiff and members of the Class suffered actual damages in the amount  
11 of the difference between the credit card price per gallon consumers paid versus the  
12 cash price they should have paid when using a Shell Gift Card.

13  
14 **CLASS ACTION ALLEGATIONS**

15 29. Plaintiff brings this action on behalf of himself and on behalf of a class of  
16 all others similarly situated consumers defined as follows:

17 a. **California** All persons who paid for Shell-branded gasoline with a  
18 Shell Gift Card in the State of California and who were charged a  
19 "credit" price in lieu of the "cash" price during the applicable  
20 Class Period.

21 b. **Class Period** is the maximum time allowable as determined by the  
22 statute of limitation periods accompanying each cause of action.

23 30. Plaintiff brings this Class pursuant to Federal Rule of Civil Procedure  
24 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(b)(4).

25 31. Excluded from the Class are: (i) Defendant and their employees,  
26 principals, affiliated entities, legal representatives, successors and assigns; and (ii) the  
27 judges to whom this action is assigned.

28



1           32. Upon information and belief, there are tens of thousands of members of  
2 the Class. Therefore, individual joinder of all members of the Class would be  
3 impracticable.

4           33. There is a well-defined community of interest in the questions of law and  
5 fact affecting the parties represented in this action.

6           34. Common questions of law or fact exist as to all members of the Class.  
7 These questions predominate over the questions affecting only individual Class  
8 members. These common legal or factual questions include but are not limited to:

- 9           a. Whether Defendant marketed or sold the Class Products to  
10           Plaintiff and those similarly situated using false, misleading,  
11           or deceptive statements or representations;
- 12           b. Whether Defendant omitted or misrepresented material facts  
13           in connection with the sales of its Products;
- 14           c. Whether Defendant participated in and pursued the common  
15           course of conduct complained of herein;
- 16           d. Whether Defendant has been unjustly enriched as a result of  
17           its unlawful business practices;
- 18           e. Whether Defendant's actions violate the Unfair Competition  
19           Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL");
- 20           f. Whether Defendant's actions violate the California Gift Card  
21           Law, Cal. Civ. Code § 1749.5 *et seq.*;
- 22           g. Whether Defendant's actions violate the Consumers Legal  
23           Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (the  
24           "CLRA");
- 25           h. Whether Defendant should be enjoined from continuing the  
26           above-described practices;
- 27           i. Whether Plaintiff and members of the Class are entitled to  
28           declaratory relief; and

1           j. Whether Defendant should be required to make restitution,  
2           disgorge profits, reimburse losses, and pay damages as a  
3           result of the above-described practices.

4           35. Plaintiff's claims are typical of the claims of the Class, in that Plaintiff  
5           was a consumer who purchased and/or received Defendant's Product. Plaintiff is no  
6           different in any relevant respect from any other Class member who purchased and/or  
7           received the Products, and the relief sought is common to the Class.

8           36. Plaintiff is an adequate representative of the Class because his interests  
9           do not conflict with the interests of the members of the Class he seeks to represent,  
10          and he has retained counsel competent and experienced in conducting complex class  
11          action litigation. Plaintiff and his counsel will adequately protect the interests of the  
12          Class.

13          37. A class action is superior to other available means for the fair and  
14          efficient adjudication of this dispute. The damages suffered by each individual Class  
15          member likely will be relatively small especially given the expense of individual  
16          prosecution of complex litigation necessitated by Defendant's conduct. Thus, it would  
17          be virtually impossible for members of the Class individually to effectively redress the  
18          wrongs done to them. Moreover, even if members of the Class could afford individual  
19          actions, it would still not be preferable to class-wide litigation. Individualized actions  
20          present the potential for inconsistent or contradictory judgments. By contrast, a class  
21          action presents far fewer management difficulties and provides the benefits of single  
22          adjudication, economies of scale, and comprehensive supervision by a single court.

23          38. In the alternative, the Class may be certified because Defendant has acted  
24          or refused to act on grounds generally applicable to the Class, thereby making  
25          appropriate preliminary and final equitable relief with respect to each Class.

26          39. The requirements for maintaining a class action pursuant to Rule 23(b)(2)  
27          are also met, as Defendant has acted or refused to act on grounds generally applicable  
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1 to the Class, thereby making appropriate final injunctive relief or corresponding  
2 declaratory relief with respect to the Class as a whole.

3  
4 **FIRST CAUSE OF ACTION**  
5 **(Violation of Civil Code § 1749.5)**

6 40. Plaintiff incorporates each and every allegation contained in the  
7 paragraphs above as if rewritten herein.

8 41. Pursuant to Civil Code §1749.5(b)(1), “Any gift certificate sold after  
9 January 1, 1997, is redeemable in cash for its cash value....”

10 42. Plaintiff owned and possessed a Shell Gift Card which he used to pay for  
11 gasoline at Shell gasoline stations. Shell offered split pricing, wherein the “cash price”  
12 was materially less than the credit card price.

13 43. Despite using a Shell gift card which, by law, was to be treated as the  
14 equivalent of cash and redeemed for cash value, he was charged the higher credit card  
15 price for gasoline.

16 44. Defendant was and is required by law to redeem Plaintiff’s gift card for  
17 cash. This obligation operates by force of law Civil Code §1749.5(b)(1). Moreover,  
18 “[a]ny waiver of the provisions of this title is contrary to public policy, and is void and  
19 unenforceable.” Civil Code §1749.51.

20 45. Through its acts and practices, Defendant has violated Civil Code  
21 §1749.5(b)(1) and, upon information and belief, continues to violate this Section by  
22 failing to provide consumers using Shell Gift Cards the cash rate for their gasoline  
23 purchases.

24 46. Plaintiff and all others similarly situated have suffered damages and will  
25 continue to suffer damages as a result.

26 47. Plaintiff seeks a public-wide injunction requiring Defendant to comply  
27 with California's gift card laws, specifically to treat such Gift Cards as cash  
28 equivalents in the purchase of gasoline at Shell gas stations.

1 48. Plaintiff seeks attorneys' fees and costs of suit as authorized by statute.  
2 Plaintiff seeks a determination that Plaintiff is the prevailing party; and any other and  
3 further relief the Court may deem proper.

4  
5 **SECOND CAUSE OF ACTION**  
6 **(“Unlawful” Business Practices in Violation of**  
7 **The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**

8 49. Plaintiff incorporates each and every allegation contained in the  
9 paragraphs above as if rewritten herein.

10 50. The UCL defines unfair business competition to include any “unlawful,  
11 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
12 misleading” advertising. Cal. Bus. Prof. Code § 17200.

13 51. A business act or practice is “unlawful” if it violates any established state  
14 or federal law.

15 52. Defendant’s acts, omissions, misrepresentations, practices, and/or non-  
16 disclosures concerning the Products alleged herein, constitute “unlawful” business  
17 acts and practices in that they violate the Civil Code §1749.5(b)(1).

18 53. Defendant violated and continues to violate Civil Code §1749.5(b)(1) and  
19 hence has also violated and continues to violate the “unlawful” prong of the UCL  
20 through the false labeling of its Product.

21 54. By committing the unlawful acts and practices alleged above, Defendant  
22 has engaged, and continues to be engaged, in unlawful business practices within the  
23 meaning of California Business and Professions Code §§ 17200, *et seq.*

24 55. Through its unlawful acts and practices, Defendant has obtained, and  
25 continues to unfairly obtain, money from members of the Class. As such, Plaintiff  
26 requests that this Court cause Defendant to restore this money to Plaintiff and all  
27 members of the Class, to disgorge the profits Defendant made on these transactions,  
28 and to enjoin Defendant from continuing to violate the Unfair Competition Law or

1 violating it in the same fashion in the future. Otherwise, the Class may be irreparably  
2 harmed and denied an effective and complete remedy if such an order is not granted.

3 **THIRD CAUSE OF ACTION**  
4 **(“Unfair” Business Practices in Violation of**  
5 **The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**

6 56. Plaintiff incorporates each and every allegation contained in the  
7 paragraphs above as if rewritten herein.

8 57. The UCL defines unfair business competition to include any “unlawful,  
9 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
10 misleading” advertising. Cal. Bus. Prof. Code § 17200.

11 58. A business act or practice is “unfair” under the Unfair Competition Law if  
12 the reasons, justifications and motives of the alleged wrongdoer are outweighed by the  
13 gravity of the harm to the alleged victims.

14 59. Defendant has violated, and continues to violate, the “unfair” prong of the  
15 UCL through its misleading description of the Products. The gravity of the harm to  
16 members of the Class resulting from such unfair acts and practices outweighs any  
17 conceivable reasons, justifications, or motives of Defendant for engaging in such  
18 deceptive acts and practices. By committing the acts and practices alleged above,  
19 Defendant had engaged, and continued to engage, in unfair business practices within  
20 the meaning of California Business and Professions Code §§ 17200, *et seq.*

21 60. Through its unfair acts and practices, Defendant obtained, and continued  
22 to unfairly obtain, money from members of the Class. As such, Plaintiff has been injured  
23 and requests that this Court cause Defendant to restore this money to Plaintiff and the  
24 members of the Class, to disgorge the profits Defendant had made on their Products,  
25 and to enjoin Defendant from continuing to violate the Unfair Competition Law or  
26 violating it in the same fashion in the future. Otherwise, the Class may be irreparably  
27 harmed and denied an effective and complete remedy if such an Order is not granted.  
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**FOURTH CAUSE OF ACTION**

**(“Fraudulent” Business Practices in Violation of  
The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**

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3 61. Plaintiff incorporates each and every allegation contained in the  
4 paragraphs above as if rewritten herein.

5 62. The UCL defines unfair business competition to include any “unlawful,  
6 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
7 misleading” advertising. Cal. Bus. & Prof. Code §17200.

8 63. A business act or practice is “fraudulent” under the Unfair Competition  
9 Law if it actually deceives or is likely to deceive members of the consuming public.

10 64. Defendant’s acts and practices of charging the credit card price on Gift  
11 Card gas transactions despite its legal obligation to treat such transactions as if it were  
12 cash, is a fraudulent practice under the UCL.

13 65. As a result of the conduct described above, Defendant has been, and will  
14 continue to be, unjustly enriched at the expense of Plaintiff and members of the  
15 proposed Class. Specifically, Defendant has been unjustly enriched by the profits they  
16 have obtained from Plaintiff and the Class from the purchase and subsequent use of  
17 their Gift Cards.

18 66. Through its fraudulent acts and practices, Defendant has improperly  
19 obtained, and continues to improperly obtain, money from members of the Class. As  
20 such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff  
21 and the Class, to disgorge the profits Defendant has made, and to enjoin Defendant from  
22 continuing to violate the Unfair Competition Law or violating it in the same fashion in  
23 the future. Otherwise, the Class may be irreparably harmed and denied an effective and  
24 complete remedy if such an Order is not granted.  
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**FIFTH CAUSE OF ACTION**

**(Violation of the Consumers Legal Remedies Act,  
California Civil Code §§ 1750, *et seq.*)**

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3 67. Plaintiff incorporates each and every allegation contained in the  
4 paragraphs above as if rewritten herein.

5 68. This cause of action is brought pursuant to the Consumers Legal Remedies  
6 Act, California Civil Code §§ 1750, *et seq.* (the “CLRA”).

7 69. Plaintiff and each member of the proposed Class are “consumers” within  
8 the meaning of Civil Code § 1761(d).

9 70. The purchases of the Gift Cards by consumers constitute “transactions”  
10 within the meaning of Civil Code § 1761(e) and the Products constitute “goods” within  
11 the meaning of Civil Code § 1761(a).

12 71. Defendant has violated, and continues to violate, the CLRA in at least the  
13 following respects:

- 14 a. § 1770(5) pertaining to misrepresentations regarding the  
15 characteristics of goods sold—specifying that misleading  
16 representations regarding ingredients violate the CLRA; and  
17 b. § 1770(9) pertaining to goods advertised with the intent not to  
18 provide what is advertised.

19 72. Defendant knew, or should have known, that Gift Cards in the state of  
20 California must be treated as a cash equivalent and that failing to do so violated  
21 consumer protection laws.

22 73. The representations regarding the Gift Cards were made to Plaintiff and all  
23 members of the Class. Plaintiff relied on Defendant’s anticipated compliance with the  
24 law, which formed a material basis for his decision to purchase the Gift Cards.  
25 Moreover, based on the very materiality of Defendant’s misrepresentations reliance  
26 may be presumed or inferred for all members of the Class.



1 74. Defendant carried out the scheme set forth in this Complaint willfully,  
2 wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and as  
3 a result, Plaintiff and the Class have suffered an ascertainable loss of money or property.

4 75. Plaintiff and the members of the Class request that this Court enjoin  
5 Defendant from continuing to engage in the unlawful and deceptive methods, acts and  
6 practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless  
7 Defendant is permanently enjoined from continuing to engage in such violations of the  
8 CLRA, future consumers of Defendant’s Products will be damaged by their acts and  
9 practices in the same way as have Plaintiff and the members of the proposed Class.

10 76. In conjunction with the filing of this Complaint, Plaintiff served a CLRA  
11 demand pursuant to Civil Code § 1782 notifying Defendant of the conduct described  
12 herein and that such conduct was in violation of particular provisions of Civil Code §  
13 1770. If Defendant fails to properly address and resolve Plaintiff’s demand within  
14 thirty days of receipt, Plaintiff will amend his Complaint to seek damages under Civil  
15 Code § 1780.

16  
17 **SIXTH CAUSE OF ACTION**

18 **(Restitution Based On Quasi-Contract/Unjust Enrichment)**

19 77. Plaintiff incorporates each and every allegation contained in the  
20 paragraphs above as if rewritten herein.

21 78. Defendant’s conduct in enticing Plaintiff and the Class to purchase its Gift  
22 Cards with the expectation that they would be treated as the equivalent of cash is  
23 unlawful.

24 79. Defendant took monies from Plaintiff and the Class by charging the credit  
25 card rate for gasoline in lieu of the cheaper cash rate and have been unjustly enriched at  
26 the expense of Plaintiff and the Class as result of its unlawful conduct alleged herein,  
27 thereby creating a quasi-contractual obligation on Defendant to restore these ill-gotten  
28 gains to Plaintiff and the Class.

1           80. It is against equity and good conscience to permit Defendant to retain the  
2 ill-gotten benefits received from Plaintiff and Class members.

3           81. As a direct and proximate result of Defendant’s unjust enrichment,  
4 Plaintiff and the Class are entitled to restitution or restitutionary disgorgement in an  
5 amount to be proved at trial.

6  
**PRAYER FOR RELIEF**  
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8           THEREFORE, Plaintiff, on behalf of himself and on behalf of the other  
9 members of the Class and for the Counts so applicable on behalf of the general public  
10 request an award and relief as follows:

11           A. An order certifying that this action is properly brought and may be  
12 maintained as a class action, that Plaintiff be appointed Class Representative, and  
13 Plaintiff’s counsel be appointed Lead Counsel for the Class.

14           B. Restitution in such amount that Plaintiff and all members of the Class  
15 paid to purchase Defendant’s Product or restitutionary disgorgement of the profits  
16 Defendant obtained from those transactions, for Causes of Action for which they are  
17 available.

18           C. Compensatory damages for Causes of Action for which they are  
19 available.

20           D. Other statutory penalties for Causes of Action for which they are  
21 available.

22           E. Punitive Damages for Causes of Action for which they are available.

23           F. A declaration and Order enjoining Defendant from charging credit card  
24 pricing when consumers use Shell Gift Cards for gasoline purchases.

25           G. An Order awarding Plaintiff his costs of suit, including reasonable  
26 attorneys’ fees and pre and post judgment interest.  
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1 H. An Order requiring an accounting for, and imposition of, a constructive  
2 trust upon all monies received by Defendant as a result of the unfair, misleading,  
3 fraudulent and unlawful conduct alleged herein.

4 I. Such other and further relief as may be deemed necessary or appropriate.  
5

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.  
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12 DATED: January 10, 2024

Respectfully submitted,

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17 Michael D. Braun  
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23 *Counsel for Plaintiff*  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Shell Illegally Charges Gift Card Gas Customers the Higher Credit Price at the Pump, Lawsuit Claims](#)

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