

PHILIP CANTORE, on behalf of himself and all  
others similarly situated,  
  
Plaintiff,  
  
vs.  
  
RITUAL ZERO PROOF and ROUTE APP, INC.,  
  
Defendants.

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Case No.: 1:25-cv- 4677  
  
**CLASS ACTION COMPLAINT**  
  
**(DEMAND FOR JURY TRIAL)**

Plaintiff Philip Cantore on behalf of himself and all others similarly situated, complain and allege upon information and belief based, among other things, upon 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 Defendants Route App, Inc. (“Route”) and Ritual Zero Proof (“RZP”) (together, “Defendants”) arising from their deceptive addition of junk fees to consumers’ shopping carts.

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

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

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

5. By unfairly obscuring their true shipping costs, Defendants deceive consumers and gain an unfair upper hand on competitors that fairly disclose their true shipping charges. To wit,

other major e-commerce sites do not assess such a fee.

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

### **PARTIES**

7. Plaintiff Philip Cantore is a resident and a citizen of Chicago, Illinois.

8. Defendant RZP is retailer of non-alcoholic beverages headquartered in Chicago, Illinois.

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

### **JURISDICTION AND VENUE**

10. This Court has original jurisdiction of 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 of Illinois; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Defendants are 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.

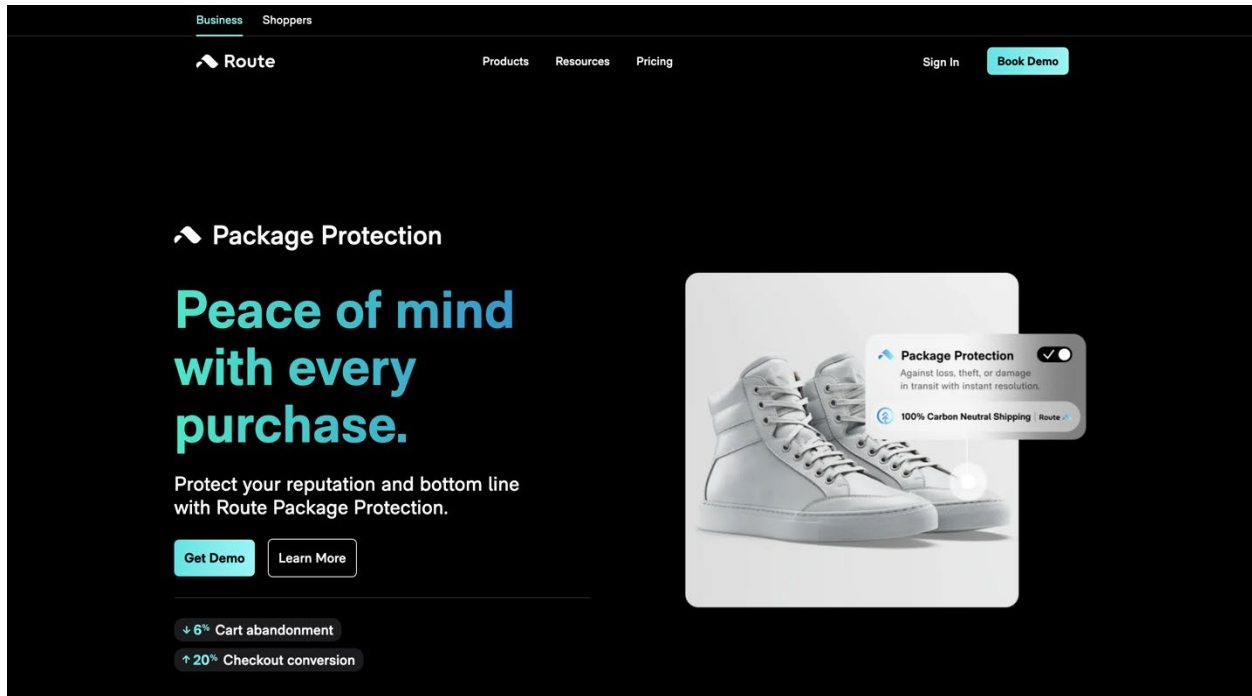
### **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

#### **I. The Rise of Route**

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

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

(image on next page)



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

15. On information and belief, Route 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.

16. Route itself has the pre-selected box or toggle as the default, and encourages merchants to keep its default option in order to pad Defendants' profits:

See <https://merchants.help.route.com/hc/en-us/articles/360020897294-Can-the-box-switch-so-it-s-automatically-unchecked>

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

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

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

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

19. Worse, Route's widget automatically opts consumers into additional shipping-related junk fees even when the e-commerce website at issue expressly and prominently promises that shipping is completely "free" or is a flat price.

20. Route receives a significant portion—upon information and belief, approximately half—of all fees it is able to foist upon consumers, and is thereby incentivizing to minimize the number of persons who opt out of the fee.

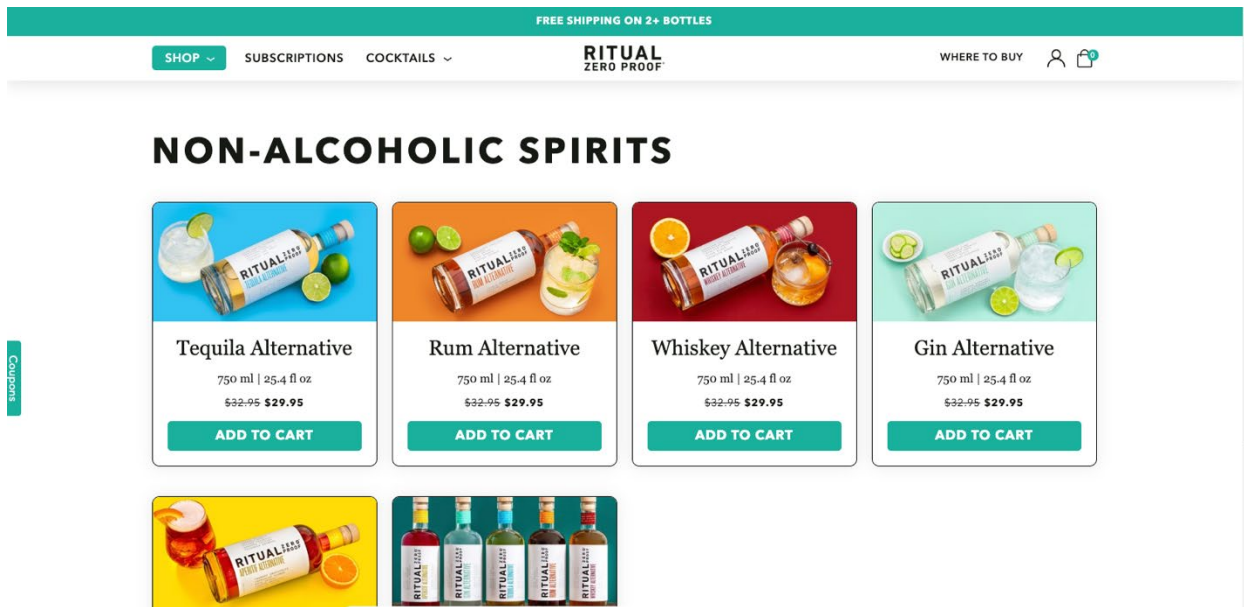
21. Because Route's practice is deceptive, Shopify, which handles the technology

infrastructure for many direct-to-consumer brands and larger companies, told merchants earlier this month that automatically adding optional charges at checkout will be banned, starting in February of 2025.

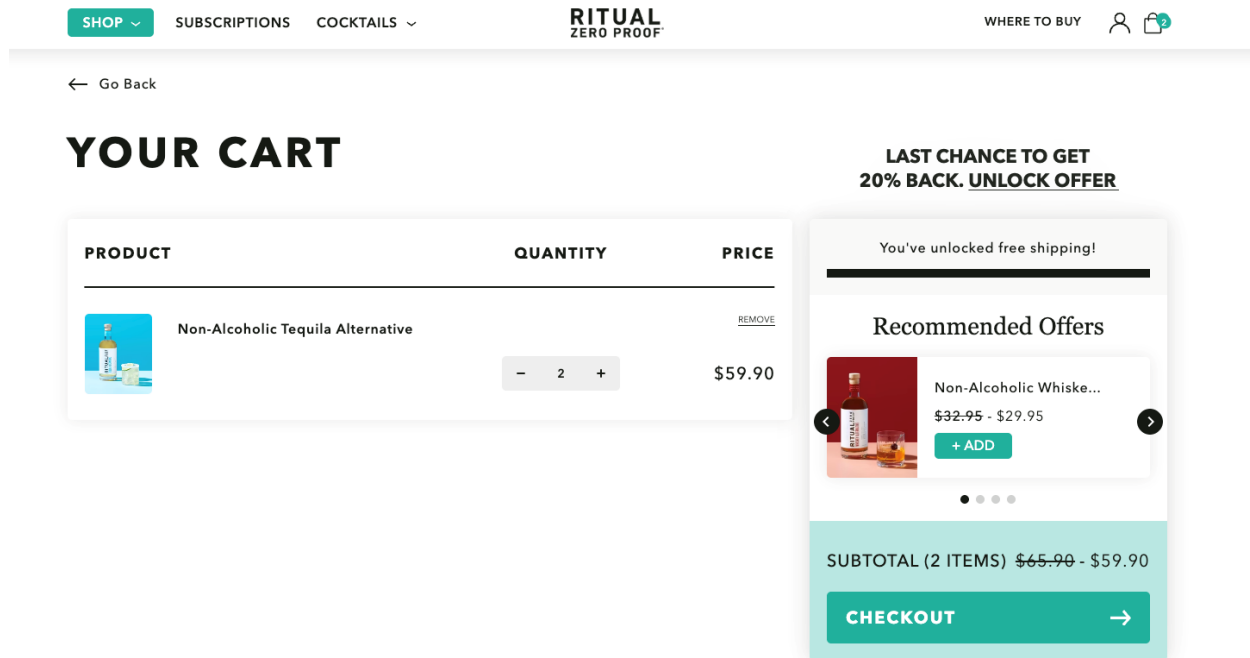
22. This ban is too little, too late to help the hundreds of thousands of consumers already deceived and exploited like Plaintiff.

## II. Route Surreptitiously Adds Fees to Consumers' Carts

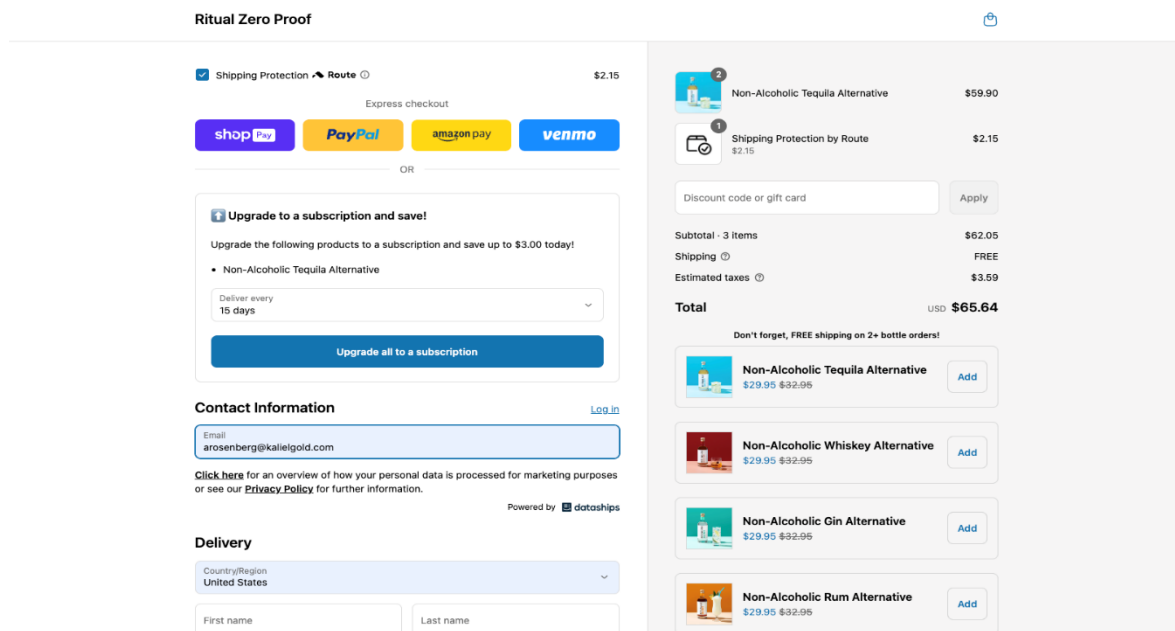
23. Here's how Route's deception works, using RZP's shopping and checkout process as an example. When a consumer views an item online at RZP's website, which is the first page of the checkout screen flow, the customer is informed that orders of two or more beverage bottles are entitled to free shipping:



24. On the second page of the checkout screen-flow, using the large "ADD TO CART" button, the consumer is immediately shown their shopping cart, where they are informed about whether or the items in the cart qualify for free shipping.



25. After the consumer clicks the large “CHECKOUT BOX”, a small fee for “Shipping Protection by Route” is added to the cart, without the consumer having done anything at all to have added the item to the cart:



26. And while the checkout page displays the prechecked box adding the fee, the box is so tiny and purposely placed high above the boxes seeking information that one would expect to input when checking out, such as their name, address, and method of payment. So, consumers who wish to check-out under the assumption that they are receiving free shipping simply click proceed through the checkout process without knowing that they are not in fact, receiving free shipping. Consumers are left entirely unaware that the added “shipping protection” charge is optional and must be removed in the Shopping Cart before proceeding to checkout, because it is presented in the cart alongside the promise of free shipping.

27. On information and belief, at the time of Plaintiff’s purchase from RZP, the pre-checked box was placed in an even more obscured and deceptive location.

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

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

25. On information and belief, on other e-commerce websites, Route employs a pre-selected toggle or box in the checkout process to sneak its fees into consumer carts resembling the one in the photo in paragraph 14, *supra*.

26. Many consumers do not notice that an additional fee is being added to their order. Others believe that they have no choice but to pay this fee. And others still notice the previously undisclosed fee, but decide to go through with the purchase anyway: they have already invested substantial time and effort inputting their information into the Defendant’s system. So it doesn’t make sense to start over and research whether there may be some other way to avoid the fee. There



is no incentive to reverse course—there is only an incentive to pay the fee, be done with it, and avoid the burden of finding a way to avoid the fee, if the consumer can even figure out how to avoid the fee at all after navigating Defendant’s deceptive screens. The deceptive checkout practice has done its job and diverted the sale to Defendant.

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

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

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

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

30. Whatever the Shipping Protection fee is for—and as described herein, it is totally

unclear—it is a fee somehow related to shipping of the products purchased by consumers.

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

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

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

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

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

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

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

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

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

39. First, the fee provides little or no *additional* “protection” for shipments than already exists. Online retailers like RZP already provide replacements and allow for returns of products. Indeed, RZP offers 30 day returns on its website for unused items, including products that arrive damaged within that 30-day window. Therefore, the Shipping Protection fee provides no extra protection for goods that arrive damaged. Defendants misrepresent, and omit material facts about, that truth.

40. Moreover, popular shipping services like UPS, Federal Express, USPS Priority Mail *automatically* include shipping protection for the first \$100 worth of value in a package when goods are not delivered, stolen or damaged. Defendants misrepresent, and omit material facts about, that truth, too. Thus, for the vast majority of consumers—those who are paying to ship a product less than \$100—the “Shipping Protection” is entirely worthless, because they are already provided the same protection by the shippers.

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

42. For all these reasons, the Shipping Protection Fee is deceptively named and described.

43. Even beyond the deceptive manner in which the fees are added, the fact that fees

themselves directly contradict other promises on e-commerce retailer websites regarding “free” or flat-rate shipping, and the fact that the “Shipping Protection” fees are deceptively named and described, they also provide virtually no additional value to consumers. No reasonable consumer would knowingly elect to pay for the “Shipping Protection” fee because it provides essentially zero additional value to consumers.

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

45. On information and belief, a significant portion of the fee does not even go toward shipping protection, but instead goes toward Defendants’ profits.

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

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

I ordered 4 items they shipped it separately and I received none of them. I spent \$147.03 not including the shipping protection fee. They said they would refund me and I haven't received it at all. Now they are ignoring my emails and customer

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

service tickets.<sup>2</sup>

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

## **VI. Defendants' Fees are Junk Fees and Violate Federal Guidance**

47. Defendants' shipping fees, such as the Shipping 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](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)

48. 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>.

49. 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

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

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

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 of 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).

50. 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>.

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

## **VII. Plaintiff’s Experience**

52. Plaintiff purchased three beverage bottles from RZP's website on September 17, 2024.

53. When using the website, Plaintiff was repeatedly informed that his purchase was eligible for free shipping.

54. However, his purchase included a \$2.15 "Shipping Protection by Route" fee that was automatically and surreptitiously added to his cart, that—for the reasons described above—in fact represented an additional shipping charge. On information and belief, the precise amount of the fee may have been less because Plaintiff used a discount code that applied to all items in his cart.

55. Plaintiff did not know the charge existed or could be removed prior to his purchase.

56. Plaintiff would not have purchased Shipping Protection if he knew it was optional.

#### **CLASS ALLEGATIONS**

57. Plaintiff brings this action on behalf of himself and all other similarly situated persons. The proposed classes are defined as:

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

All consumers who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, paid a Shipping Protection fee or other similar fee for a purchase on RZP (the "RZP Class")

58. Excluded from the Classes are Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case, and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including the addition of one or more subclasses, in connection with his motion for class certification, or at

any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

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

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

- a. Whether Defendants' alleged misconduct misled or had the tendency to mislead consumers;
- b. Whether Defendants engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;
- c. Whether Defendants' alleged conduct constitutes violations of the laws asserted;
- d. Whether Defendants breached its contract with consumers;
- e. Whether Plaintiff and members of the Classes were harmed by Defendants' misrepresentations;
- f. Whether Defendants was unjustly enriched;
- g. Whether Plaintiff and the Classes have been damaged, and if so, the proper measure of damages; and



- h. Whether an injunction is necessary to prevent Defendants from continuing to engage in the wrongful conduct described herein.

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

62. It is impracticable to bring members of the Classes 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 might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

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

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

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in

the prosecution of consumer class actions;

- b) There is no conflict of interest between Plaintiff and the unnamed members of the Classes;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

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

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

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

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**  
**(On Behalf of Plaintiff and the RZP Class)**

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

69. Plaintiff and RZP have contracted for the purchase of beverages.

70. No contract provision authorizes RZP to be able to charge add on fees to customers.

71. RZP breached the terms of its contract with consumers by charging add on fees such as the Shipping Protection fee.

72. Plaintiff and members of RZP Class have performed all, or substantially all, of the obligations imposed on them under the contract.

73. Plaintiff and members of the RZP Class have sustained damages as a result of Defendants' breach of the contract and breach of the implied covenant of good faith and fair

dealing.

**SECOND CLAIM FOR RELIEF**  
**Tortious Interference With Contract**  
**(On Behalf of Plaintiff and the Route Class)**

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

75. Plaintiff and the Route Class have contracted with e-commerce retailers, including RZP, for the purchase of merchandise.

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

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

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

79. Route's conduct as described herein substantially caused the harm inflicted on Plaintiff and the Route Class.

**THIRD CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(On Behalf of Plaintiff and the Classes)**

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

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

82. Plaintiff and the Classes conferred a benefit on Defendants.

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

84. Defendants' unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

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

**FOURTH CLAIM FOR RELIEF**  
**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act**  
**(815 ILCS 505/1, *et seq.*)**  
**(On Behalf of Plaintiff and the Classes)**

86. Defendant has violated the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, *et seq.*

87. Section 2 of the ICFA, 815 ILCS 505/2, provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

88. Section 10a of the ICFA, provides in relevant part:

(a) Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper . . .

...

(c) . . . [I]n any action brought by a person under this Section, the Court may grant injunctive relief where appropriate and may award, in addition to the relief provided in this Section, reasonable attorney's fees and costs to the prevailing party.

815 ILCS 505/10A(a).

89. Plaintiff and other Class members are “consumers” or “persons,” as defined under the ICFA, 815 ILCS 505/1 *et seq.*

90. Defendant's conduct, as alleged herein, occurred in the course of trade and commerce.

91. Defendant knowingly and intentionally employed the following unfair and deceptive practices: (a) Route and RZP sneak Shipping Protection fees into consumers' shopping carts; (b) Shipping Protection Fees are nothing more than an additional cost for shipping, rendering retailer promises for “free” or flat-rate shipping false; (c) the Shipping Protection fees themselves are deceptively named and described; and (d) the Shipping Protection fees provide no added value to consumers and reasonable consumers, like Plaintiff, would not knowingly choose to pay them, absent Defendants' deception.

92. Defendant also engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated IFCA by, *inter alia*, by employing the deceptive practices listed in the above paragraph.

93. Defendant's statements and omissions were material and were likely to mislead Class members and, in fact, did mislead Class members.

94. Defendant made these statements and omissions with the intent that Class members would rely on them.

95. As a direct and proximate result of Defendant's conduct, Class members have suffered actual damages.

**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 for this matter to proceed as a class action on behalf of the Class;
- (b) Declaring Defendants' shipping fee practices and policies to be in breach of its contract with customers;
- (c) For declaratory and injunctive relief as set forth above;
- (d) For an order requiring Defendants to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;
- (e) For compensatory damages according to proof;
- (f) For reasonable attorneys' fees and costs of suit;
- (g) For pre-judgment interest; and
- (h) Awarding such other and further 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: April 29, 2025

**KALIELGOLD PLLC**

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

*Attorneys for Plaintiff and the Putative Classes*

The ILND 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**

(b) County of Residence of First Listed Plaintiff  
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

**DEFENDANTS**

County of Residence of First Listed Defendant  
(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Check 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** (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input 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** (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <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	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyright <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Arts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/ Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAXES</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Check 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** (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)**VII. PREVIOUS BANKRUPTCY MATTERS** (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☐ Yes ☐ No

**IX. RELATED CASE(S) IF ANY** (See instructions):

Judge

Case Number

**X. Is this a previously dismissed or remanded case?**

☐ Yes ☐ No If yes, Case #

Name of Judge

Date: \_\_\_\_\_

Signature of Attorney of Record \_\_\_\_\_