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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER BARNETT, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC., a Nevada
corporation; and Does 1 through 20, inclusive,

Defendants.

Case No.: ~~25STCV27089~~

CLASS ACTION COMPLAINT FOR:

1. Violation of the California Consumer Legal Remedies Act (Civ. Code §§ 1750 *et seq.*)
2. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*)
3. False Advertising (Bus. & Prof. Code §§ 17500)
4. Intentional Misrepresentation (Fraud)
5. Negligent Misrepresentation
6. Quasi-Contract

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

1 Plaintiff CHRISTOPHER BARNETT ("Plaintiff"), on behalf of himself and all others
2 similarly situated, hereby brings this Class Action Complaint against Defendants U-HAUL
3 INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive (collectively,
4 "Defendants"), and on information and belief alleges as follows:

5 INTRODUCTION

6 1. Price transparency is critical for the protection of California's consumers. Yet, in
7 recent years, this fundamental principle has been eroded by businesses using artificially low
8 headline prices to attract consumers only to later disclose additional hidden fees. Recognizing this
9 issue, California enacted Senate Bill 478, known as the "Honest Pricing Law," which amended
10 the California Consumer Legal Remedies Act to prohibit businesses from advertising prices that
11 do not include all required fees or charges that a consumer will actually pay. Put simply, the law
12 ensures that the price you see is the price you pay.

13 2. U-Haul International, Inc. ("U-Haul") is a renowned moving and storage
14 company. U-Haul advertises goods and services, including trucks and trailers, that consumers can
15 rent via U-Haul's website or from one of U-Haul's many physical locations. Despite the widely-
16 publicized enactment of the Honest Pricing Law, which came into effect on July 1, 2024, U-Haul
17 has opted to ignore the new law and continue to dupe consumers into paying unlawful hidden
18 fees. Specifically, U-Haul advertises its goods and services using artificially low prices that do
19 not include U-Haul's hidden "environmental fee." That fee is only added to a consumer's total at
20 the end of the transaction, when the consumer reaches the checkout stage. U-Haul's practice
21 constitutes a clear example of "drip pricing"—a predatory pricing scheme that is unlawful in
22 California.

23 3. U-Haul's drip pricing scheme is particularly egregious for two reasons. First, U-
24 Haul deceptively labels the fee as an "environmental fee"—a label that would lead a reasonable
25 consumer to believe (incorrectly) that the fee is a lawful, legitimate charge. Second, the fee is
26 only displayed after a consumer has clicked through approximately 10 pages and reached the end
27 of the checkout process. Thus, by the time that U-Haul reveals the unlawful fee, the consumer has
28 already decided to rent the U-Haul product and has expended a significant amount of time

1 selecting and finalizing their specifications. U-Haul's drip pricing practice frustrates comparison
2 shopping, impedes competition, and causes consumers to pay more for truck and trailer rentals
3 than they otherwise would have.

4 4. Plaintiff was one such unsuspecting customer who was charged a \$1.00
5 "environmental fee" on two separate occasions for truck rentals that were advertised at a price
6 of \$29.95. The advertised price that Mr. Barnett saw did not include the \$1.00 "environmental
7 fee" that was only added at the end of the checkout process. In other words, U-Haul did not
8 display the true price until Mr. Barnett reached the end of the transaction process.

9 5. Plaintiff is just one of thousands of consumers who were charged an unlawful
10 hidden fee by U-Haul. He brings this action on behalf of himself and all other similarly situated
11 consumers who have incurred damages as a result of U-Haul's violations of California's
12 Consumer Legal Remedies Act, Unfair Competition Law, and False Advertising Law. Plaintiff
13 brings further causes of action for negligent misrepresentation, intentional
14 misrepresentation/fraud, and quasi-contract/restitution.

15 6. Plaintiff seeks an order compelling U-Haul to (a) refrain from advertising U-Haul
16 goods and services in California using pricing that is not inclusive of all fees, (b) disgorge all
17 monies wrongfully obtained by U-Haul, (c) pay restitution damages and punitive damages, as
18 allowed by law, and (d) pay reasonable attorney fees and costs.

19 PARTIES

20 7. Plaintiff Christopher Barnett is an individual over the age of eighteen (18). At all
21 relevant times herein, Plaintiff was and currently is, a California resident.

22 8. The proposed class includes consumers who, subsequent to July 1, 2024 and while
23 in the State of California, purchased goods or services from U-Haul and were charged any fees
24 (excluding mandatory taxes) that were not included in the advertised price.

25 9. Defendant U-Haul International, Inc. is a Nevada corporation. On information and
26 belief, U-Haul's principal place of business is located at 2727 N. Central Ave, Phoenix, AZ
27 85004. U-Haul is a moving and storage company that advertises goods and services, including
28 trucks and trailers, that consumers can rent throughout California.

1 10. Plaintiff does not know the names of Defendants Does 1-10 and sues them by
2 fictitious names under Civ. Proc. Code § 474.

3 **JURISDICTION AND VENUE**

4 11. This Court has personal jurisdiction over Defendants. Defendants do business in
5 California. Defendants advertise goods and services in California and provide a service to
6 California's consumers. Due to Defendants' actions, U-Haul has marketed and sold goods and
7 services to consumers in California. As a result, California consumers have been harmed by
8 Defendants.

9 12. Plaintiff's claims arise out of Defendants' contacts with this forum. Specifically,
10 Plaintiff purchased a rental truck in this forum.

11 13. Venue is proper in this Court because Defendants advertise throughout California,
12 including in Los Angeles County, and the U-Haul locations that Plaintiff picked up the trucks
13 from are located in Los Angeles County.

14 **GENERAL FACTUAL ALLEGATIONS**

15 **California's Honest Pricing Law.**

16 14. California's Honest Pricing Law was signed into law on October 7, 2023, and
17 came into effect on July 1, 2024.

18 15. The law makes it illegal for businesses to advertise or list a price for a good or
19 service that does not include all required fees or charges other than certain government taxes and
20 shipping costs.

21 16. Per the guidance issued by the Office of the Attorney General on May 8, 2024, the
22 purpose of the law is to prohibit businesses from advertising or listing a price that is less than
23 what a customer will be eventually charged for that good or service. *See Exhibit A.* This allows
24 businesses to compete fairly on price and allows consumers to make accurate price comparisons.

25 17. The Honest Pricing Law does not determine or change what a business can charge
26 for a good or service or even what may be included in that cost; a business can generally charge
27 however much it wants and then provide a breakdown of the various fees that are included in its
28 listed or advertised price. *Id.* But the law does require that the listed price include the *full amount*

1 (excluding Government taxes) that a customer must pay for that good or service. *Id.*

2 18. A business is in violation of the Honest Pricing Law when, prior to the consumer
3 finalizing the transaction, the business charges additional required fees that were not included in
4 the listed price. *Id.* Similarly, a business is in violation of the law when it lists a price and
5 separately states that either an additional fee or additional percentage will be added later. *Id.*

6 19. Notably, a business is in violation of this law even when it discloses additional
7 required fees before a consumer finalizes a transaction—in other words, the practice of drip
8 pricing is unlawful. *Id.* at 2. The price listed or advertised must be the full price that the consumer
9 is required to pay. *Id.*

10 20. Finally, a business cannot exclude from the advertised or listed price mandatory
11 charges that will be used to pay business costs, such as security, rent, salary, healthcare, or any
12 other benefits to employees. *Id.* at 3.

13 21. Since the enactment of the law, the vast majority of businesses now include all
14 fees or charges (excluding Government taxes) in the advertised price.

15 **U-Haul's violation of the Honest Pricing Law.**

16 22. U-Haul advertises prices for its products in various places, including but not
17 limited to its vehicles and its website, located at <https://www.uhaul.com>. By way of an example,
18 U-Haul advertises prices for its rental trucks ranging from \$19.95 to \$49.95. However, the
19 displayed prices for U-Haul's products, including rental trucks, do not include U-Haul's hidden
20 "environmental fee" that consumers are required to pay to complete a transaction.

21 23. U-Haul is in violation of the Honest Pricing Law because the displayed price for
22 goods and services must be the full price that a consumer is required to pay (excluding mandatory
23 taxes). U-Haul's "drip pricing" practice of excluding its "environmental fee" from the displayed
24 price is unlawful.

25 24. As explained above, U-Haul's violation of the Honest Pricing Law is particularly
26 egregious because (1) labeling the fee as an "environmental fee" would lead a reasonable
27 consumer to believe that the fee is a lawful, legitimate charge and (2) the fee is only displayed
28 after a consumer has clicked through approximately 10 pages and reached the end of the checkout

1 process—i.e., after the consumer has expended significant time on the transaction.

2 25. Mr. Barnett rented trucks from U-Haul on August 3, 2025 and August 5, 2025. On
3 both occasions, Mr. Barnett saw an advertised price of \$29.95 for the trucks. However, U-Haul
4 charged Mr. Barnett an additional \$1.00 environmental fee that was not included in that advertised
5 price. At the time that Mr. Barnett completed the transactions, he did not know that the
6 “environmental fee” was unlawful because of its misleading labeling.

7 **U-Haul’s violation of the Honest Pricing Law misled reasonable consumers.**

8 26. Customers of U-Haul are misled by U-Haul’s deceptive pricing scheme.
9 Consumers are drawn in by U-Haul’s artificially low prices that do not include U-Haul’s
10 “environmental fee.” Reasonable consumers would expect that U-Haul’s advertised prices would
11 include all fees and charges (excluding mandatory taxes), particularly in light of the new law.
12 Reasonable consumers would also make purchasing decisions based on the prices that U-Haul
13 displays. In other words, consumers make price comparisons based on the upfront pricing
14 displayed by companies such as U-Haul. Customers of U-Haul were therefore duped by U-Haul’s
15 failure to include the “environmental fee” in its advertised prices.

16 **U-Haul is aware of its deceptive and misleading practices.**

17 27. The Honest Pricing Law was signed into law on October 7, 2023, and did not go
18 into effect until July 1, 2024. Thus, U-Haul had nearly nine months to modify their deceptive
19 business practices before the law went into effect.

20 28. The Honest Pricing Law was widely reported on by mainstream news and media
21 outlets in California, from the time it was signed into law to the time it went into effect.

22 29. On May 8, 2024, the Office of the Attorney General issued a set of Frequently
23 Asked Questions “[i]n order to help businesses comply with this new law.” See **Exhibit A**.

24 30. The FAQs included very clear guidance on what constitutes compliance and
25 noncompliance with the law. *Id.* For example, the FAQs included sections on which businesses
26 need to follow the law, what the new law requires, and what fees a business can or cannot charge
27 under the law. *Id.*

28 31. As a result of the FAQs, which were issued almost two months before the law

1 came into effect and were well-publicized, U-Haul was on notice of its obligations under the new
2 law. *Id.*

3 32. Notwithstanding the ample time U-Haul was given to bring its operations into
4 conformity with the law and the clear guidance provided by the State of California, U-Haul chose
5 to persist with their deceptive and unlawful practices and profit from unsuspecting consumers.
6 U-Haul's conduct is ongoing and continues to date.

7 CLASS ACTION ALLEGATIONS

8 33. **Class Definitions:** Plaintiff brings this action on behalf of himself and all persons
9 who, while in the State of California and within the applicable statute of limitations period,
10 purchased goods or services from U-Haul and were charged any fees (excluding mandatory taxes)
11 that were not included in the advertised price (the "Class").

12 34. The following people are excluded from the proposed Class: (1) any Judge
13 presiding over this action and the members of their family; (2) Defendants, Defendants'
14 subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or their
15 parents have a controlling interest and their current employees, officers and directors; (3) persons
16 who properly execute and file a timely request for exclusion from the class; (4) persons whose
17 claims in this matter have been finally adjudicated on the merits or otherwise released; (5)
18 Plaintiff's counsel and Defendants' counsel, and their experts and consultants; and (6) the legal
19 representatives, successors, and assigns of any such excluded persons.

20 35. Plaintiff and the Class reserve their right to amend or modify the Class definitions
21 with greater specificity or further division into subclasses or limitation to particular issues as
22 discovery and the orders of this Court warrant.

23 36. **Numerosity/Ascertainability:** The members of the Class are so numerous that
24 separate joinder of all members would be unfeasible and not practicable. The membership of the
25 Class is unknown to Plaintiff at this time; however, it is estimated that the size of the Class exceeds
26 two hundred thousand (200,000) individuals. The identity of such membership is readily
27 ascertainable via Defendants' sales records and/or the bank statements and receipts of the
28 proposed Class.

1 **37. Common Questions of Law and Fact Predominate/Well Defined Community**
 2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
 3 situated customers, which predominate over questions affecting only individual members
 4 including, without limitation to:

- 5 i. Whether U-Haul included hidden fees in the sale of goods or services;
- 6 ii. Whether U-Haul complied with the Honest Pricing Law;
- 7 iii. Whether U-Haul complied with California's Unfair Competition Law;
- 8 iv. Whether U-Haul complied with California's False Advertising Law;
- 9 v. Whether U-Haul's price listings constituted intentional and/or negligent
 10 misrepresentations;
- 11 vi. Whether U-Haul was unjustly enriched as a result of its pricing practices;
- 12 vii. Damages due to reasonably compensate Plaintiff and the proposed Class.

13 **38. Predominance of Common Questions:** Common questions of law and fact
 14 predominate over questions that affect only individual members of the Class. The common
 15 questions of law set forth above are numerous and substantial and stem from U-Haul's policies
 16 and/or practices applicable to each individual Class member. As such, the common questions
 17 predominate over individual questions concerning each individual Class member's showing as to
 18 his or her eligibility for recovery or as to the amount of his or her damages

19 **39. Typicality:** Plaintiff's claims are typical of the claims of the Class. Like the
 20 proposed Class, Plaintiff purchased goods or services from U-Haul and incurred hidden fees as a
 21 result. There are no conflicts of interest between Plaintiff and the class.

22 **40. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
 23 steps to represent fairly and adequately the interests of the members of the Class. Moreover,
 24 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
 25 the Class and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous class actions
 26 in state and federal courts in the past and are committed to vigorously prosecuting this action on
 27 behalf of the members of the Class.

28 **41. Superiority:** A class action is superior to all other available methods for the fair

1 and efficient adjudication of this litigation. Due to the nature of the trade and commerce involved,
 2 Plaintiff believes the total number of Class members is in the hundreds of thousands. It would be
 3 unduly burdensome to have individual litigation of such numerous individual claims in separate
 4 lawsuits, everyone one of which would present the issues presented in this lawsuit. Further, the
 5 prosecution of separate actions by the individual Class members, even if possible, would create a
 6 substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual
 7 Class members against Defendants herein; and which would establish potentially incompatible
 8 standards of conduct for Defendants; and/or legal determinations with respect to individual class
 9 members which would, as a practical matter, be dispositive of the interest of the other class
 10 members not parties to adjudications or which would substantially impair or impede the ability
 11 of the class members to protect their interests. Further, the claims of the individual members of
 12 the Class are not sufficiently large to warrant vigorous individual prosecution considering all of
 13 the concomitant costs and expenses attending thereto. As such, the Class identified herein is
 14 maintainable under Section 382 of the Code of Civil Procedure.

15 **FIRST CAUSE OF ACTION**

16 **Violation of the California Consumer Legal Remedies Act**

17 **Civ. Code §§ 1750 *et seq.***

18 **(By Plaintiff and Class against all Defendants)**

19 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 43. Plaintiff brings this cause of action on behalf of himself and members of the Class.

21 44. Plaintiff and Class members are “consumers” under Cal. Civ. Code § 1761(d).

22 45. Each sale by U-Haul was a “transaction” under Cal. Civ. Code § 1761(e).

23 46. U-Haul sells/rents “goods” or “services” under Cal. Civ. Code §§ 1761(a) and
 24 1761(b).

25 47. Venue is proper under Cal. Civil Code § 1780(d) because U-Haul does business
 26 in this county and Plaintiff made his purchases in this county. Plaintiff’s declaration establishing
 27 that this Court is a proper venue for this action is attached hereto as **Exhibit B**.

28 48. U-Haul has violated California Civil Code section 1770(a)(29), also known as the

1 Honest Pricing Law.

2 49. As alleged more fully above, U-Haul advertised prices that did not reflect the entire
3 price that Plaintiff and other Class members were required to pay (excluding exempt mandatory
4 taxes).

5 50. Plaintiff and other Class members reasonably relied on U-Haul's advertised prices.
6 Specifically, Plaintiff and other Class members reasonably believed that the advertised prices for
7 U-Haul's goods and services, including truck rentals, included all required fees or charges
8 (excluding exempt mandatory taxes).

9 51. Plaintiff and other Class members purchased from U-Haul in substantial part due
10 to U-Haul's price misrepresentations. Specifically, Plaintiff and other Class members made
11 purchasing decisions based on the false prices displayed by U-Haul.

12 52. Class-wide reliance can be inferred because U-Haul's misrepresentations were
13 material, *i.e.*, a reasonable consumer would consider the price of goods and services important in
14 deciding whether to purchase said goods or services.

15 53. U-Haul's price misrepresentations were a substantial factor and proximate cause
16 in the resulting damages and losses to Plaintiff and other Class members.

17 54. Plaintiff and each Class member suffered injury amounting to no less than the
18 hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods
19 and services.

20 55. Plaintiff and Class members were injured as a direct and proximate result of U-
21 Haul's conduct.

22 56. U-Haul's pricing practices should be enjoined due to their misleading and
23 deceptive nature. Without injunctive relief, U-Haul will continue to attach unlawful hidden fees
24 to U-Haul's goods and services. Plaintiff seeks public injunctive relief, under the CLRA, to
25 protect the general public from U-Haul's predatory pricing practices.

26 57. In accordance with California Civil Code § 1782(a), on August 11, 2025, Plaintiff
27 served U-Haul with notice of U-Haul's CLRA violations by certified mail, return receipt
28 requested. Plaintiff's letter was confirmed delivered on August 14, 2025. However, U-Haul failed

1 to provide appropriate relief for their CLRA violations within 30 days of receipt Plaintiff's
 2 notification letter. Specifically, U-Haul did not offer any relief to Mr. Barnett or any other
 3 consumer. Additionally, U-Haul continues to charge consumers an unlawful hidden fee. Thus,
 4 Plaintiff brings this action on behalf of other consumers similarly situated and seeks
 5 compensatory and exemplary damages, as well as attorney fees, as permitted by California Civil
 6 Code §§ 1780 and 1782(b).

7 **SECOND CAUSE OF ACTION**

8 **Violations of the Unfair Competition Law**

9 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

10 **(By Plaintiff and Class against all Defendants)**

11 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 59. Plaintiff brings this cause of action on behalf of himself and members of the Class.

13 60. California's Unfair Competition Law, Business and Professions Code §§17200 *et*
 14 *seq.* (the "UCL") prohibits any "unfair, deceptive, untrue or misleading advertising." For the
 15 reasons discussed above, U-Haul has engaged in unfair, deceptive, untrue and misleading
 16 advertising, and continues to engage in such business conduct, in violation of the UCL.

17 61. The UCL proscribes acts of unfair competition, including "any unlawful, unfair
 18 or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."
 19 Cal. Bus. & Prof. Code § 17200.

20 **Fraudulent**

21 62. A statement or practice is "fraudulent" under the UCL if it is likely to mislead or
 22 deceive the public, applying an objective reasonable consumer test.

23 63. As set forth herein, U-Haul's advertisements misled reasonable consumers to
 24 believe that goods and services advertised by U-Haul, including rental trucks, were sold for a
 25 price lower than the actual price charged by U-Haul.

26 64. U-Haul's conduct caused and continues to cause substantial injury to Plaintiff and
 27 the other Class members. Plaintiff has suffered injury in fact as a result of U-Haul's unfair
 28 conduct. Specifically, Plaintiff paid an unlawful \$1.00 "environmental fee" on two separate

occasions that was not displayed in the advertised price.

65. U-Haul has thus engaged in unlawful, unfair and fraudulent business acts and practices and false advertising, entitling Plaintiff and the Class to public injunctive relief against U-Haul, as set forth in the Prayer for Relief.

66. Pursuant to Business and Professions Code § 17203, Plaintiff and the Class seek an order requiring U-Haul to immediately cease such acts of unlawful, unfair and fraudulent business practices.

67. Plaintiff also seeks an order for the disgorgement and restitution of profits received from U-Haul's sale of goods and services, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition, as well as attorneys' fees and costs.

Unlawful

68. The acts alleged herein are "unlawful" under the UCL insofar as they give rise to the claims asserted in this Complaint. Specifically, U-Haul violated California's Honest Pricing Law by engaging in drip pricing practices.

69. Plaintiff and the Class reserve the right to allege other violations of law, which constitute other unlawful business acts or practices.

Unfair

70. U-Haul's acts, omissions, misrepresentations, practices and nondisclosures as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. In the alternative, U-Haul's business conduct as described herein violates relevant laws designed to protect consumers and business from unfair competition in the marketplace.

71. U-Haul's conduct with respect to the advertising and sale of goods and services is also unfair because it violates public policy as declared statutory and regulatory provisions, including but not limited to the Consumers Legal Remedies Act and the False Advertising Law.

72. U-Haul's conduct with respect to the pricing, advertising, sale of goods and

1 services was and is unfair because the consumer injury was substantial, not outweighed by benefits
2 to consumers or competition, and not one consumers themselves could reasonably have avoided.

3 73. U-Haul profited from the sale of falsely, deceptively, and unlawfully advertised
4 goods and services to unknowing consumers.

5 74. Plaintiff and Class Members are likely to continue to be damaged by U-Haul's
6 deceptive trade practices. Thus, public injunctive relief enjoining U-Haul's deceptive practices is
7 proper.

8 75. There were reasonably available alternatives to further U-Haul's legitimate
9 business interests, other than the deceptive conduct described herein.

10 76. Plaintiff and other Class members made purchasing decisions based on the upfront
11 prices displayed by U-Haul. Plaintiff and other Class members reasonably expected that the
12 displayed prices for U-Haul goods and services included all required fees or charges (excluding
13 exempt mandatory taxes).

14 77. Class-wide reliance can be inferred because U-Haul's misrepresentations were
15 material, *i.e.*, a reasonable consumer would consider the price of goods and services important in
16 deciding whether to purchase said goods or services.

17 78. U-Haul's misrepresentations were a substantial factor and proximate cause in the
18 resulting damages and losses to Plaintiff and Class members. Plaintiff and Class members suffered
19 tangible economic harm as a result of U-Haul's misrepresentations.

20 79. Plaintiff and each Class member suffered injury amounting to no less than the
21 hidden fees that U-Haul unlawfully failed to display in the advertised price of goods and services.

22 80. Plaintiff and Class members were injured as a direct and proximate result of U-
23 Haul's conduct.

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THIRD CAUSE OF ACTION

Violation of California's False Advertising Law

Bus. & Prof. Code §§ 17500

(By Plaintiff and Class against all Defendants)

81. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

82. Plaintiff brings this cause of action on behalf of himself and members of the Class.

83. U-Haul has violated section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiff and Class members.

84. As alleged more fully above, U-Haul advertised prices for goods and services, including rental trucks, that did not reflect the actual prices that Plaintiff and Class members were required to pay. In other words, the prices advertised by U-Haul were not the actual prices that U-Haul charged to complete the transaction. Accordingly, U-Haul's representations about U-Haul's prices were untrue and misleading.

85. U-Haul's misrepresentations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on the statements when purchasing rental trucks from U-Haul. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on the prices displayed by U-Haul.

86. Class-wide reliance can be inferred because U-Haul's misrepresentations were material, i.e., a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

87. U-Haul's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the Class.

88. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of goods and services.

89. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

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FOURTH CAUSE OF ACTION

Intentional Misrepresentation (Fraud)

(By Plaintiff and Class against all Defendants)

90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

91. Plaintiff brings this cause of action on behalf of himself and members of the Class.

92. As alleged more fully above, U-Haul made false representations and material omissions of fact to Plaintiff and Class members concerning the price of U-Haul's goods and services, including rental trucks.

93. Those representations were false because the advertised price did not constitute the full price (excluding Government taxes) that a consumer was required to pay to complete the purchase.

94. When U-Haul made the misrepresentations, they knew that they were false at the time that they made them and/or acted recklessly in making the misrepresentations. Specifically, they knew that the advertised price was not the full price that a consumer would have to pay to complete the transaction.

95. U-Haul's conduct is particularly egregious because (1) labeling the hidden fee as an "environmental fee" would lead a reasonable consumer to believe that the fee is a lawful, legitimate charge and (2) the fee is only displayed after a consumer has clicked through approximately 10 pages and reached the end of the checkout process—i.e., after the consumer has expended significant time on the transaction

96. U-Haul intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them. In other words, U-Haul intended to attract consumers by listing lower prices than a consumer would actually have to pay. U-Haul engaged in this deceptive pricing practice to increase its profits. This is particularly true considering the relatively small amount of the fee compared to the rest of the transaction. U-Haul relied on consumers' anticipated unwillingness to restart the transaction having already clicked through numerous pages and expended time on the transaction. By engaging in the deceptive and unlawful conduct at scale, U-Haul maximizes its profits at the expense of consumers.

98. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on the prices displayed by U-Haul. In addition, Class-wide reliance can be inferred because U-Haul's misrepresentations were material, i.e., a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

99. U-Haul's misrepresentations were a substantial factor and proximate cause in the resulting damages and losses to Plaintiff and Class members.

100. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods and services.

101. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

FIFTH CAUSE OF ACTION

Negligent Misrepresentation

(By Plaintiff and Class against all Defendants)

102. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

103. Plaintiff brings this cause of action on behalf of himself and members of the Class.

104. As alleged more fully above, U-Haul made false representations and material omissions of fact to Plaintiff and Class members concerning the price of U-Haul's goods and services.

105. U-Haul's representations were false because the advertised price did not constitute the full price (excluding Government taxes) that a consumer was required to pay to complete the purchase.

106. When U-Haul made the misrepresentations, they knew or should have known that they were false. U-Haul had no reasonable grounds for believing that these representations were true when made. Specifically, U-Haul knew or should have known that the advertised price was

1 not the full price that a consumer would have to pay to complete the transaction.

2 107. U-Haul intended that Plaintiff and Class members rely on these representations
3 and Plaintiff and Class members read and reasonably relied on them. In other words, U-Haul
4 intended to attract consumers by listing lower prices than a consumer would actually have to pay.
5 Defendants engaged in this deceptive pricing practice to increase its profits.

6 108. Plaintiff saw, read, and reasonably relied on the statements when purchasing rental
7 trucks from U-Haul.

8 109. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase
9 decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on
10 the prices displayed by U-Haul, which did not include U-Haul's "environmental fee."

11 110. In addition, Class-wide reliance can be inferred because U-Haul's
12 misrepresentations were material, i.e., a reasonable consumer would consider the price of goods or
13 services important in deciding whether to purchase said goods or services.

14 111. U-Haul's misrepresentations were a substantial factor and proximate cause in
15 causing damages and losses to Plaintiff and Class members.

16 112. Plaintiff and the Class members each suffered injury amounting to no less than the
17 hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods
18 and services.

19 113. Plaintiff and Class members were injured as a direct and proximate result of U-
20 Haul's conduct.

21 **SIXTH CAUSE OF ACTION**

22 **Quasi-Contract**

23 **(By Plaintiff and Class against all Defendants)**

24 114. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 115. Plaintiff brings this cause of action on behalf of himself and all members of the
26 Class.

27 116. U-Haul has been unjustly enriched by improperly charging Plaintiff and Class
28 members unlawful hidden fees.

1 117. U-Haul was directly and unjustly enriched because U-Haul induced customers to
2 purchase goods and services from U-Haul through deceitful pricing and advertising, as described
3 above.

4 118. Plaintiff and Class members each suffered injury amounting to no less than the
5 hidden fees that U-Haul unlawfully failed to display in U-Haul's advertised prices.

6 119. Plaintiff and Class members were injured as a direct and proximate result of U-
7 Haul's conduct.

8 120. Restitution is required in California when a defendant is unjustly enriched at the
9 expense of another. Accordingly, Plaintiff and Class members seek restitution of all amounts that
10 U-Haul improperly charged them. Plaintiff also seeks prejudgment interest, costs, and attorneys'
11 fees.

12 **PRAYER**

13 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
14 this suit is brought against U-Haul, as follows:

- 15 1. For an order certifying the proposed Class;
 - 16 2. For an order appointing Plaintiff, Christopher Barnett, as representative of the Class;
 - 17 3. For an order appointing counsel for Plaintiff as counsel for the Class;
 - 18 4. For a judgement in favor of Plaintiff and the proposed Class;
 - 19 5. For an order enjoining U-Haul from advertising U-Haul's goods and services using
20 pricing that is not inclusive of all fees costs;
 - 21 6. Damages, treble, damages, and punitive damages where applicable;
 - 22 7. Restitution;
 - 23 8. Disgorgement, and other just equitable relief;
 - 24 9. Pre- and post-judgment interest;
 - 25 10. For attorneys' fees and costs as provided by Code of Civil Procedure § 1021.5 and
26 Cal. Civ. Code § 1780; and
 - 27 11. For such other and further relief the Court may deem just and proper.
- 28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 15, 2025

Respectfully submitted,



Jack Day

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