

through RushMyPassport than through the United States Department of State (the “Department of State”).

5. Plaintiff and Class members purchased the Services, which are marketed and sold by Defendant. Further, Plaintiff and Class members relied to their detriment on Defendant’s Expedited Passport Representations, when in fact they will not get their passport any faster through RushMyPassport than through the Department of State. Plaintiff and Class members would not have purchased the Services – or would not have paid as much as they did to purchase them – had they known the Expedited Passport Representations were false. Plaintiff and Class Members thus suffered monetary damages as result of Defendant’s deceptive and false representation.

6. Plaintiff brings this action individually, and on behalf of similarly situated individuals who purchased the falsely and deceptively labeled Services for violations of New York General Business Law §§ 349 and 350.

PARTIES

7. Plaintiff Tyler Alfonzetti is a citizen and resident of New York, who has an intent to remain there, and is therefore a domiciliary of New York. On July 14, 2025, Plaintiff purchased Expedited Passport Services from Defendant through FedEx at fedex.rushmypassport.com. Prior to his purchase of the Services, Plaintiff reviewed Defendant’s marketing and advertising of the Services and saw the Expedited Passport Representations. Based on the Expedited Passport Representation, Plaintiff believed he would receive his passport faster using RushMyPassport than through the Department of State. Plaintiff relied on Defendant’s Expedited Passport Representations in deciding to purchase his Services. Accordingly, the Expedited Passport Representation was part of the basis of the bargain, in that he would not have purchased his Services on the same terms had he known the Expedited Passport Representations were not true. In making his purchase, Plaintiff

paid a price premium for a Service that was not in fact faster than going through the Department of State.

8. Defendant Expedited Travel, LLC is a Florida corporation with its principal place of business in West Palm Beach, Florida. Defendant operates the RushMyPassport brand. Defendant has maintained substantial sales in this District.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) because this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of interest and costs, and at least one member of the proposed class is citizen of a state different from Defendant.

10. This Court has specific jurisdiction over Defendant because it conducts substantial business within New York, including the sale, marketing, and advertising of the Services. Furthermore, a substantial portion of the events giving rise to Plaintiff's claims occurred in this State, including Plaintiff's purchase.

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

FACTUAL ALLEGATIONS

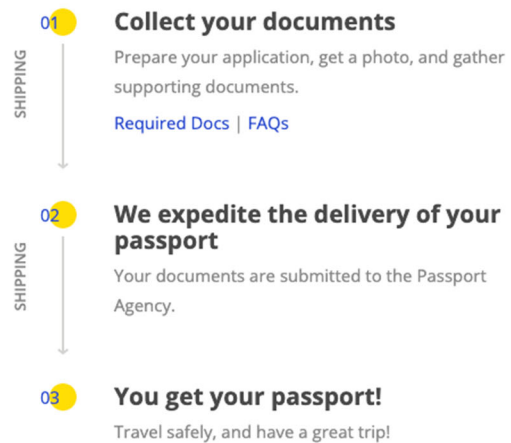
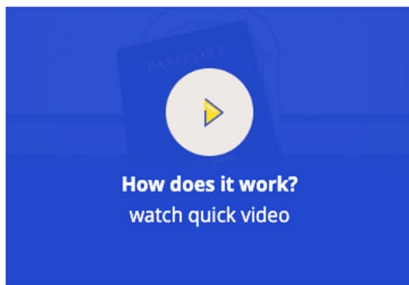
I. Defendant's Passport Services

12. Defendant provides its passport services through RushMyPassport.com, FedEx, AAA, and AARP. It prominently promises that it will help consumers “Get [Their] U.S. Passport Fast!” and that it will “save [them] time”:



13. Defendant further informs consumers that it is “the most convenient way to get an expedited passport in a hurry” and that it will “expedite the delivery of your passport”:

The most convenient way to get an expedited passport in a hurry.



14. Similarly, Defendant represents that RushMyPassport provides “A Fast, Easy Way To Get Your Passport”:



15. Defendant offers several tiers of expedited passport services ranging from “1 Business Day” to “6 Weeks” that cost anywhere from \$119 to as much as \$740:

Select Expediting Options

Expediting times start once documents are received.

<input checked="" type="radio"/> Same Day Service 1 Business Day	VIP Offer - 15% Off	\$740.00 \$629.00
<input type="radio"/> Emergency Service 2 - 4 Business Days		\$479.00
<input type="radio"/> Priority Service 7 - 9 Business Days	Most Popular	\$299.00
<input type="radio"/> Expedited Service 3 Weeks		\$199.00
<input type="radio"/> Smart Service 6 Weeks		\$119.00

*Government fee of \$212.05 to be paid to the "U.S. Department of State" is not included.

16. These fees are on top of the \$212.05 fee that consumers must pay to the Department of State.

17. This messaging is consistent on all platforms through which Defendant offers the Services. For example, when offered through FedEx, Defendant promises it offers “Fast, convenient passport services,” including “expedited passport services”:



Passport photos and expedited passport services

18. Similarly, Defendant states that it is “here to help with your expedited passport needs”:



Traveling soon? Apply or renew your passport with our expedited services.

We're here to help with your expedited passport needs.

Working through RushMyPassport, you can begin a passport application online through FedEx Office. RushMyPassport expedites and reviews your required documents, provides real-time tracking from start to finish, and ensures your application is complete before it's sent for processing.

FedEx Office locations can also assist with passport photos and application printing.

[APPLY NOW FOR EXPEDITED SERVICES](#)

19. Likewise, Defendant emphasizes that the Services are “best for travelers on tight timelines”:

Understanding FedEx Office & RushMyPassport services

While FedEx Office and RushMyPassport can help streamline and speed up the process, there are important limitations to keep in mind:

- This service is not intended for routine processing; it's best for travelers on tight timelines or those seeking assistance throughout the application process. Standard processing can be done directly through the U.S. Passport Agency.
- Applications submitted through RushMyPassport still undergo the same federal review process. This service does not bypass required security protocols.

II. Defendant’s Expedited Passport Representations are False and Misleading

20. However, Defendant falsely and misleadingly represents that it provides expedited passport services that will allow consumers to get their passport faster than if sought through the Department of State.

21. Indeed, consumers can expedite their passport online or by mail directly through the Department of State. The Department of State provides four types of passport services:

- a. **Life or Death Emergency:** For circumstances where travel to a foreign country is required in less than 14 days because an immediate family member has died, is dying, or has a life-threatening illness or injury;
- b. **Urgent:** For circumstances where travel is in less than 2-3 weeks;
- c. **Expedited:** For circumstances where travel is in less than 6 weeks; and
- d. **Routine:** For circumstances where travel is in 6 weeks or more.

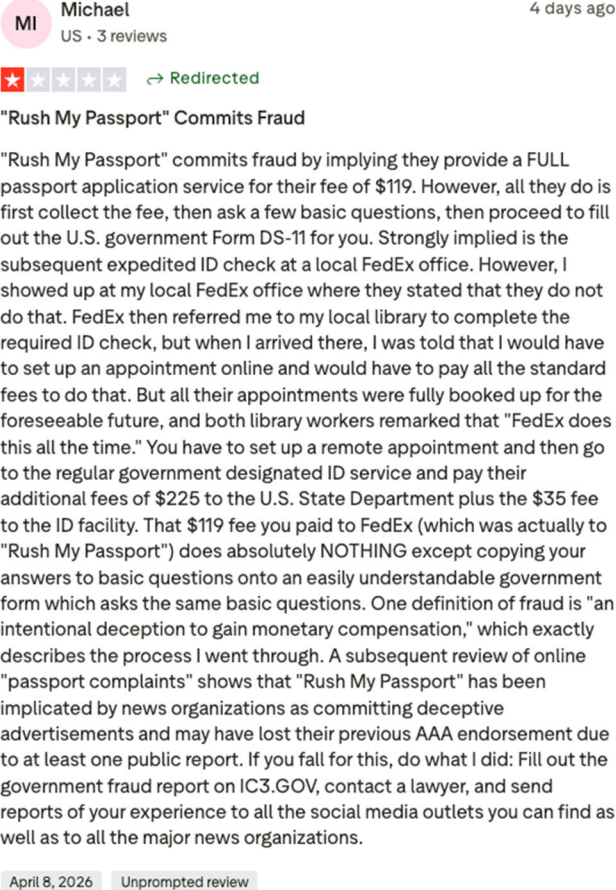
22. Expedited passport services purchased from the Department of State incur a one-time fee of \$60 on top of the baseline passport application fee of \$130. If an individual elects for standard delivery, their total cost for a passport application is \$190. If an individual elects for 1-3 day delivery their total cost for a passport application is \$212.05.

23. Moreover, the actual passport forms are publicly available through the Department of State.

24. The Department of State warns that individuals using a company like Defendant's "will not receive" their "passport faster than applying" directly through the Department of State.

25. To put it in simpler terms, Defendant charges hundreds of dollars to consumers for "expedited" services, but those services are no faster than applying through the Department of State and will not result in a consumer receiving their passport any sooner than applying directly.

26. Consumer reviews on Trustpilot.com confirm consumers' surprise and disappointment in Defendant's "Expedited" services:

A screenshot of a Trustpilot review. At the top left is a pink circular profile icon with the letters 'MI'. To its right, the reviewer's name 'Michael' is displayed in bold, with 'US · 3 reviews' underneath. On the far right, it says '4 days ago'. Below the name is a row of five star icons; the first is red, and the others are grey. To the right of the stars is a green arrow pointing right and the text 'Redirected'. The review title is '"Rush My Passport" Commits Fraud'. The main text of the review is a detailed paragraph describing a fraudulent experience with 'Rush My Passport', mentioning a \$119 fee, a visit to a FedEx office, and a subsequent visit to a library where the reviewer was told to pay \$225 to the State Department and \$35 to the ID facility. The review concludes with advice to report the experience to IC3.GOV and social media. At the bottom left, there is a date 'April 8, 2026' and a label 'Unprompted review'.

MI Michael 4 days ago
US · 3 reviews

★☆☆☆☆ → Redirected

"Rush My Passport" Commits Fraud

"Rush My Passport" commits fraud by implying they provide a FULL passport application service for their fee of \$119. However, all they do is first collect the fee, then ask a few basic questions, then proceed to fill out the U.S. government Form DS-11 for you. Strongly implied is the subsequent expedited ID check at a local FedEx office. However, I showed up at my local FedEx office where they stated that they do not do that. FedEx then referred me to my local library to complete the required ID check, but when I arrived there, I was told that I would have to set up an appointment online and would have to pay all the standard fees to do that. But all their appointments were fully booked up for the foreseeable future, and both library workers remarked that "FedEx does this all the time." You have to set up a remote appointment and then go to the regular government designated ID service and pay their additional fees of \$225 to the U.S. State Department plus the \$35 fee to the ID facility. That \$119 fee you paid to FedEx (which was actually to "Rush My Passport") does absolutely NOTHING except copying your answers to basic questions onto an easily understandable government form which asks the same basic questions. One definition of fraud is "an intentional deception to gain monetary compensation," which exactly describes the process I went through. A subsequent review of online "passport complaints" shows that "Rush My Passport" has been implicated by news organizations as committing deceptive advertisements and may have lost their previous AAA endorsement due to at least one public report. If you fall for this, do what I did: Fill out the government fraud report on IC3.GOV, contact a lawyer, and send reports of your experience to all the social media outlets you can find as well as to all the major news organizations.

April 8, 2026 Unprompted review



Rachel Schwartz

US · 1 review

Mar 27, 2026



They are crooks!

They are crooks!! Don't use this. There is absolutely no benefit to using this service and they trick you into thinking they will manage the process. They don't! You still have to do all of the steps to get your passport on your own. It doesn't save time and costs you money!!

When I realized this immediately after paying the fee, I requested a refund and they denied it.

February 16, 2026 Unprompted review



David Ferretti

US · 1 review

Updated Jan 26, 2026



ZERO stars

ZERO stars - they took my \$199 credit card payment immediately then no updates or anyone in support I could reach to determine the status / process. I ended up going to government office directly, paid the nominal expedite fee and got my passport in a few weeks WITHOUT any assistance from this crappy service. They now claim 'my passport service is completed' despite not doing anything - AVOID AT ALL COSTS!!! Just go to a government office with an appointment and you will get it done yourself! I requested a refund per their site and of course no one to call or talk to - how convenient for them!

NOTE: After posting this review they send the standard template 'oh we are sorry, please contact us to fix this' message - READ THE MESSAGE- I CALLED AND LEFT MESSAGES ON EMAIL AND VOICEMAIL AND NO ONE RETURNS THE MESSAGES!!

December 4, 2025 Unprompted review



Noper

ID · 1 review

Mar 30, 2026



misleading and fraudulent

misleading and fraudulent. stay far away from this company. they WILL NOT expedite any service. goto government office and pay far less for same day service.

February 12, 2026 Unprompted review

CA Carrie
US · 1 review

Jan 22, 2026



This is a scam

This is a scam. It was falsely advertised for expedited service. Once I paid the \$150 and downloaded the form, I was then instructed to make an appointment to have the paperwork filed. The \$150 does not go towards any of the processing fees. You basically are paying them to fill out a form for you. I did not realize until after the form was downloaded that the website did not include all the information that was provided. There is no refund after the forms are downloaded. It is a lot cheaper to print the DS-11 form from the U.S Department of State website and fill the form out yourself. There is also a checklist you can print out for free.

January 22, 2026 Unprompted review

27. Accordingly, Defendant's Expedited Passport Representations are false and misleading.

28. Defendant's conduct thus deceived and/or was likely to deceive the public.

29. Plaintiff and Class members were deceived into believing they would receive their passport faster through RushMyPassport than if they applied through the Department of State.

30. Plaintiff and Class members purchase the Services in reliance on the Expedited Passport Representations, reasonably believing the Services would result in them receiving their passport faster than if they applied through the Department of State.

31. Plaintiff's and Class members' reasonable belief that the Services would allow them to receive their passport faster than if sought through the Department of State was a significant factor in their decisions to purchase the Services.

32. Plaintiff and Class members did not know, and had no reason to know, that the Expedited Passport Representations were false because of how the Services are deceptively marketed and advertised to create the impression the Services would allow consumers to obtain their passport faster through Defendant than the Department of State.

33. Defendant knew that Plaintiff and Class members would rely on the Expedited Passport Representations and would therefore reasonably believe the Services would allow consumers to obtain their passport faster through Defendant than the Department of State.

34. Because the Services do not in fact allow consumers to receive their passport faster than they would through the Department of State, Defendant's uniform practices regarding the marketing and sale of the Services were and continue to be misleading and deceptive.

35. Each Class member has been exposed to the same or substantially similar deceptive practices, as the Services are all subject to the same limitations.

36. Consumers are willing to pay a price premium for expedited passport services. They are also induced to make purchases that they otherwise would not have, but for the belief that the Services would allow them to receive their passport faster than if they applied directly through the Department of State. Plaintiff and Class members would not have purchased the Services had they known the Services would not actually be faster than applying through the Department of State. Further, Plaintiff and Class members paid a price premium for the Services because of the Expedited Passport Representations. Therefore, Plaintiff and Class members suffered an injury in fact and lost money as a result of Defendant's false and misleading Expedited Passport Representations.

CLASS ALLEGATIONS

37. *Class Definition:* Plaintiff brings this action on behalf of all people who purchased the Services in the state of New York within the applicable statute of limitations period.

38. The class definitions are a placeholder that may be altered or amended before final judgment. Fed. R. Civ. P. 23(c)(1)(C). Subject to additional information obtained through further investigation and discovery, the foregoing class definitions may be expanded or narrowed by amendment or in the motion for class certification, including through the use of subclasses.

39. Excluded from the putative classes are Defendant and any entities in which

Defendant has a controlling interest, Defendant's agents and employees, the judge to whom this action is assigned, members of the judge's staff, and the judge's immediate family. Also excluded are any claims for personal injury.

40. *Numerosity.* Class members are so numerous that their individual joinder is impracticable. The classes include thousands of consumers. The precise number of class members and their identities are unknown to the Plaintiff at this time but may be determined through discovery.

41. *Commonality and Predominance.* Common questions of law and fact exist as to all class members and predominate over questions affecting only individual class members. Common legal and factual questions include, but are not limited to:

- a. Whether the Expedited Passport Representations have a tendency to deceive;
- b. Whether the Expedited Passport Representations are materially misleading;
- c. Whether Plaintiff and Class members are entitled to damages;
- d. Whether Plaintiff and Class members are entitled to statutory damages;
- e. Whether Defendant's conduct, as alleged herein, violates the consumer protection laws asserted here; and
- f. Whether Plaintiff and Class members are entitled to an award of reasonable attorneys' fees, interest, and costs of suit.

42. *Typicality.* Plaintiff's claims are typical of the claims of class members because Plaintiff and Class members sustained damages as a result of Defendant's uniform wrongful conduct.

43. *Adequacy.* Plaintiff will fairly and adequately protect the interests of class members. Plaintiff retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff will vigorously prosecute this action on behalf of class members.

44. *Superiority*. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of individual actions are economically impractical for class members; the class is readily definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs, conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action permits claims to be handled in an orderly and expeditious manner.

45. Without a class action, Defendant will likely retain the benefits of its wrongdoing.

FIRST CAUSE OF ACTION
Violation of New York General Business Law § 349

46. Plaintiff repeats the prior allegations of this Complaint and incorporates them by reference herein.

47. Plaintiff brings this cause of action individually and on behalf of the Class members.

48. New York's General Business Law § 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce.

49. In their sale of goods throughout the State of New York, Defendant conducts business and trade within the meaning and intendment of New York's General Business Law § 349.

50. Plaintiff and Class members are consumers who purchased the Services for their personal use.

51. By the acts and conduct alleged herein, Defendant engaged in deceptive, unfair, and misleading acts and practices, as alleged above.

52. The foregoing deceptive acts and practices were directed at consumers.

53. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the characteristics and quality of the Services to induce consumers to purchase the same.

54. By reason of this conduct, Defendant engaged in deceptive conduct in violation of New York's General Business Law.

55. Defendant's actions are the direct, foreseeable, and proximate cause of the damages Plaintiff and Class members have sustained from having paid for and used the Services.

56. As a result of Defendant's violations, Plaintiff and Class members have suffered damages because: (a) they would not have purchased the Services on the same terms if they knew about Defendant's misrepresentation; (b) they paid a price premium for the Services due to the misrepresentation; and (c) the Services do not have the characteristics, uses, benefits, or qualities as promised.

57. Plaintiff seeks all available relief under this cause of action.

SECOND CAUSE OF ACTION
Violation of New York General Business Law § 350

58. Plaintiff repeats the prior allegations of this Complaint and incorporates them by reference herein.

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

60. New York's General Business Law § 350 prohibits false advertising in the conduct of any business, trade, or commerce or in the furnishing of any service.

61. Pursuant to said statute, false advertising is defined as "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect."

62. Based on the foregoing, Defendant engaged in consumer-oriented conduct that is deceptive or misleading in a material way which constitutes false advertising in violation of New York's General Business Law § 350.

63. Defendant's false, misleading, and deceptive statements and representations of fact were and are directed toward consumers. Defendant also actively concealed and knowingly omitted material facts regarding the true nature of the Services.

64. Defendant's false, misleading, and deceptive statements and representations of fact and omissions were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

65. Defendant's false, misleading, and deceptive statements and representations of fact has resulted in consumer injury or harm to the public interest.

66. As a result of Defendant's false, misleading, and deceptive statements and representations of fact, Plaintiff and class members have suffered and continue to suffer economic injury.

67. As a result of Defendant's violations, Plaintiff and Class members have suffered damages because: (a) they would not have purchased the Services on the same terms if they knew about Defendant's misrepresentation; (b) they paid price premium for the Services due to the misrepresentation; and (c) the Services do not have the characteristics, uses, benefits, or qualities as promised.

68. Plaintiff seeks all available relief under this cause of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed class, prays for the following relief:

- A. Certification of the proposed Class; appointment of Plaintiff as representatives of the Class; and appointment of undersigned counsel as counsel for the Class;
- B. A declaration that Defendant's actions complained of herein violated the statutes referenced herein;
- C. For an order finding in favor of Plaintiff and Class members on all counts asserted herein;

- D. For actual, compensatory, statutory, nominal, and/or punitive damages in amounts to be determined by the Court and/or jury;
- E. For prejudgment interest on all amounts awarded;
- F. For an order awarding Plaintiff and Class members their reasonable attorney fees, expenses, and costs of suit.
- G. Orders granting such other and further relief as the Court deems necessary, just, and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff requests a jury trial on all issues so triable.

Dated: April 20, 2026

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**Pro hac vice forthcoming*