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*Attorneys for Plaintiffs and the Class*

**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF CALIFORNIA**

SANDRA SUMMERIL, LYNETTE  
HUBERT, DANIELLE IVORY, and  
EBONY BAKER, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs

v.

GIVEBUTTER, INC.,

Defendant.

Case No.: **'26CV4455 LL VET**

**CLASS ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Sandra Summeril, Lynette Hubert, Danielle Ivory, and Ebony Baker  
2 (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated,  
3 allege against Defendant Givebutter, Inc. (“Givebutter” or “Defendant”) as follows:

4 **NATURE OF THE ACTION**

5 1. Americans are a generous people, giving billions each year to charitable  
6 causes they support. In recent years, for-profit software companies like Givebutter  
7 have identified a business opportunity in all this generosity: acting as a middleman  
8 between donors and charitable organizations—but furtively charging excessive and  
9 undisclosed fees on charitable donations.

10 2. The opportunity to collect small add-on fees from every small donation  
11 a charity gets is massively profitable; as one indication, Givebutter recently received  
12 a \$50 million private equity investment to expand its business. *See* Max Friedman,  
13 *A \$50M investment in the future of Givebutter*, Givebutter (Apr. 22, 2024),  
14 <https://givebutter.com/blog/givebutter-receives-50m-investment>.

15 3. While Plaintiffs and other reasonable consumers are generous, they  
16 have no interest in or intention of enriching a private company like Givebutter as  
17 part of their charitable donations. But, unwittingly, and because of Givebutter’s  
18 website design tricks and other deceptions, that is exactly what occurs.

19 4. This action is brought to protect donors who gave money in good faith  
20 to support causes they care deeply about, only to have additional funds diverted to  
21 Givebutter through a deceptive website interface design in which Givebutter  
22 automatically adds “Tips” and “processing fees” to donations without affirmative  
23 consumer assent.

24 5. Indeed, each time a customer makes an online donation through its  
25 website, Givebutter applies *two separate negative options*, automatically adding on  
26 supposedly optional fees to charitable donations and thus jacking up the cost of each  
27  
28

1 charitable contribution. Non-conspicuous negative options are *per se* deceptive  
2 according to the Federal Trade Commission.

3 6. Givebutter’s negative options are deceptive, as they are designed to be  
4 hard for consumers to find and remove.

5 7. Moreover, Givebutter’s add-on fees and “Tips” are deceptively  
6 misdescribed and their disclosure is delayed until very late in the checkout process  
7 for charitable donations.

8 8. In sum, Givebutter employs dark patterns—including preselected,  
9 automatically added “Tip” and “processing fee” amounts, misleading interface  
10 design, and deceptively named and described add-on fees—to extract additional  
11 money from donors who believe they are donating only to the intended charitable  
12 recipient.

13 9. Charitable donations are uniquely personal and trust-based  
14 transactions. Donors act quickly, often emotionally, and with the reasonable  
15 expectation that their money will go where they intend—toward helping others, not  
16 toward undisclosed or preselected middleman fees like those charged by Givebutter.

17 10. As a result of Givebutter’s practices, Plaintiffs and Class members paid  
18 money they did not knowingly authorize, conferring an improper financial benefit  
19 on Givebutter.

20 11. This case seeks to restore donor choice, ensure honesty and a free and  
21 fair market for charitable transactions, and to prevent platforms like Givebutter from  
22 quietly profiting from Americans’ generosity through design practices that foist  
23 additional costs on consumers.

24 12. Plaintiffs seek restitution, injunctive relief, and all other available  
25 remedies to stop Givebutter’s deceptive conduct and return ill-gotten gains.

## 26 **PARTIES**

27 13. Plaintiff Summeril is a resident and citizen of Carlsbad, California.  
28

14. Plaintiff Hubert is a resident and citizen of Albany, Oregon.

15. Plaintiff Ivory is a resident and citizen of West Chester, Ohio.

16. Plaintiff Baker is a resident and citizen of Snellville, Georgia.

17. Defendant is a Delaware corporation with its principal place of business in Wilmington, Delaware. Defendant operates an online fundraising and donation platform used nationwide. Defendant's platform processes donations and derives revenue from "Tips" added to those donations.

### **JURISDICTION AND VENUE**

18. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. § 1332(d), this Court has original jurisdiction because:

- a. the proposed Class is comprised of at least 100 members, § 1332(d)(5)(B);
- b. at least one member of the proposed class is a citizen of a State other than Delaware, § 1332(d)(2)(A); and
- c. the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, § 1332(d)(2), (6).

19. Venue is proper pursuant to 28 U.S.C. § 1391 because Defendant is 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**

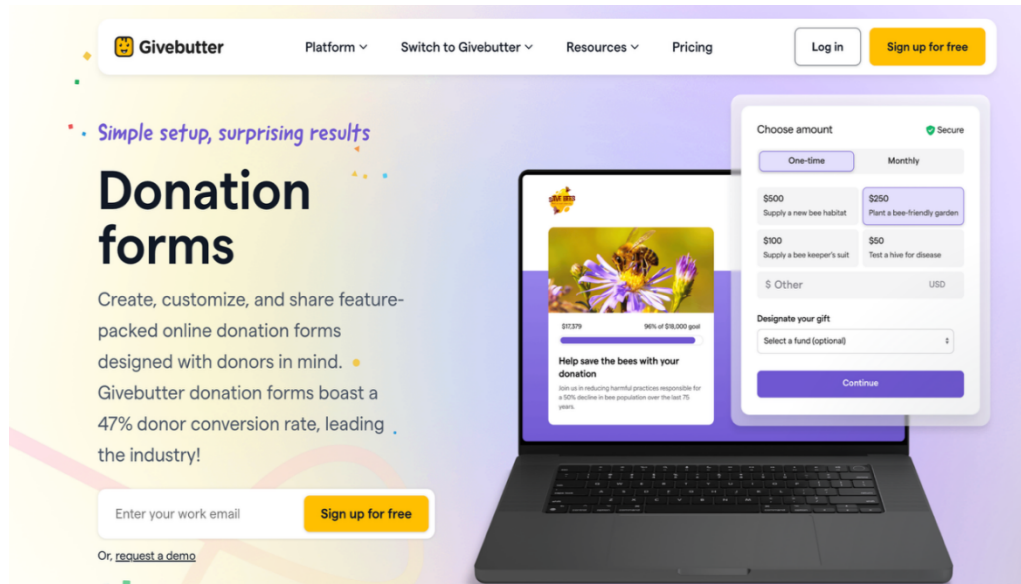
#### **I. Givebutter's Business Model**

20. Givebutter advertises to charities that it offers "free fundraising at your fingertips."

21. Charities who choose to sign up with Givebutter are provided website integration features, whereby any consumer hoping to make an online donation to a

1 charity is directed to a Givebutter widget to do so.

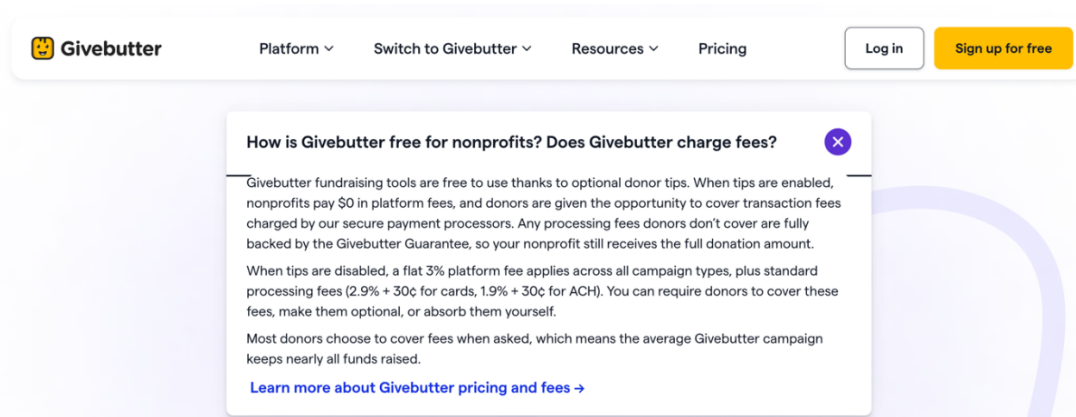
2 22. For example, Givebutter’s donation form is a widget that charitable  
3 organizations can implement directly on the organization’s own website:



13 23. Givebutter also offers nonprofit organization fundraising pages,  
14 fundraising event payment processing, and auction payment processing.

15 24. However, consumers who attempt to make a charitable donation online  
16 with a charity that uses Givebutter’s services are provided no notice that, when they  
17 do so, they are actually being directed to a widget or website controlled or designed  
18 by a third party—namely, Givebutter.

19 25. Givebutter tells nonprofits that “[m]ost donors choose to cover” the  
20 processing fees Givebutter charges for its services when the donors are asked



1 whether they wish to do so at the point of sale, “which means the average Givebutter  
2 campaign keeps nearly all funds raised.”

3 26. But Givebutter neglects to inform these nonprofits that the reason “most  
4 donors” cover these processing fees is because those donors are never given any  
5 reasonable choice whether to pay the fees or not, as described herein, rendering the  
6 fees not actually “optional.”

7 27. Givebutter also acts as the “payment processor” for charitable  
8 organizations, providing options by which donors may pay and providing options  
9 for nonprofits to withdraw funds. *See* Nonprofit payment processing, Givebutter,  
10 <https://givebutter.com/nonprofit-payment-processing> (last accessed July 31, 2026).

11 **II. Givebutter’s Deceptive Screen Flow Features Two Separate Negative**  
12 **Options.**

13 28. Once directed to a Givebutter designed and controlled widget or  
14 website, consumers attempting to make a charitable donation are immediately  
15 exposed to a series of dark patterns, deceptive design features, and outright  
16 misrepresentations—all designed to extract extra money out of unwitting donors.

17 29. During the donation checkout process, Givebutter automatically selects  
18 or adds a “processing fee” to each donation.

19 30. As shown below, the automatically added processing fee is designed to  
20 be easy for donors to overlook, and Givebutter then forces consumers to hunt around  
21 for a way to remove the fee—then obscures the method for removing such a fee.

22 31. Givebutter does the same thing with what it calls “Tips,” automatically  
23 adding this additional fee to each donation in small font, and again forcing  
24 consumers to hunt around for a way to remove the “Tip” from their transaction—  
25 then obscuring the method for removing it.

26 32. At no point does Givebutter require donors to affirmatively opt in to  
27 “tipping” or paying processing fees through an unchecked box or the ability to  
28

1 provide express consent. It instead foists these fees on consumers without giving  
2 them the ability to provide affirmative assent.

3 33. By automatically adding these fees, then forcing consumers to hunt  
4 around for obscure ways to remove them, Givebutter ensures that donors are  
5 deceived into believing these additional charges are mandatory—or even part of the  
6 donation itself.

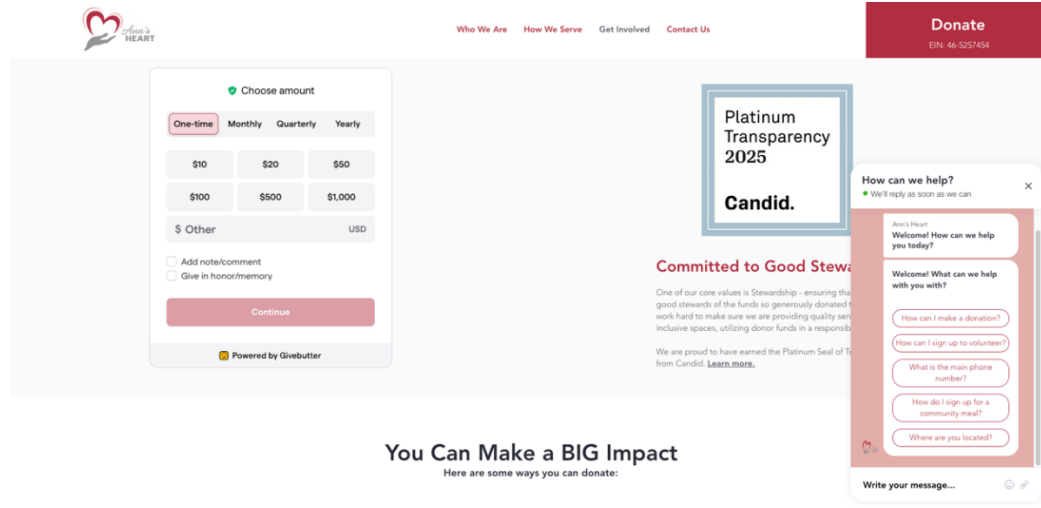
7 34. On information and belief, Givebutter designs the interface presented  
8 by charities to donors regarding the Tips and processing fees, including the name of  
9 the fees, the time at which the fees are first mentioned during the checkout process,  
10 the time at which the fee amounts are added to the price total, and the pre-selection  
11 of the checkbox or toggle button presented during the online checkout process. On  
12 information and belief, Givebutter also uses sales tactics that pressure charities into  
13 pre-selecting checkboxes or toggles at checkout that automatically add Tips and  
14 processing fees by default.

15 35. Even worse, on information and belief, Givebutter also requires  
16 nonprofits to keep the “Tips” option on its widget toggled on by default to use  
17 Givebutter’s platform free of charge. On information and belief, Givebutter is aware  
18 that, by programming its widget to automatically opt in donors to its Tips and  
19 processing fees and other similar fees, most donors will unknowingly pay these fees.  
20 Givebutter does this for a simple reason: it knows that if its widgets were  
21 programmed to offer truly *optional* fees (requiring an opt-in from donors), the donors  
22 would not choose to pay these fees and enrich a private, for-profit company.

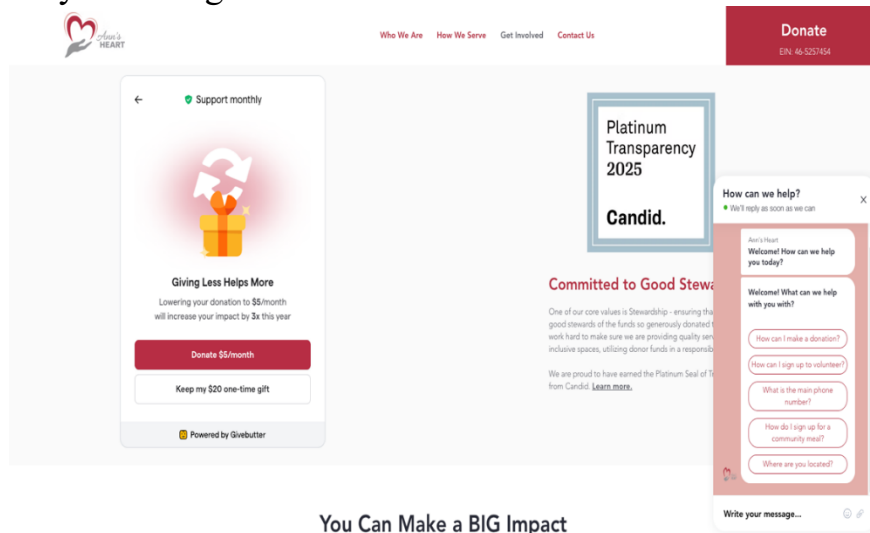
23 36. Here is how Givebutter’s deception works, taking an example from  
24 online donations made to charitable organization “Ann’s Heart.” (Ann’s Heart is a  
25 meaningful organization that works to provide emergency shelter, support basic  
26 needs, address food insecurity, and empower and educate residents of Phoenixville,  
27 Pennsylvania.)  
28



37. When a donor initiates an online donation to “Ann’s Heart,” they are asked to select a donation amount which excludes the fees Givebutter will eventually add later in the checkout process:



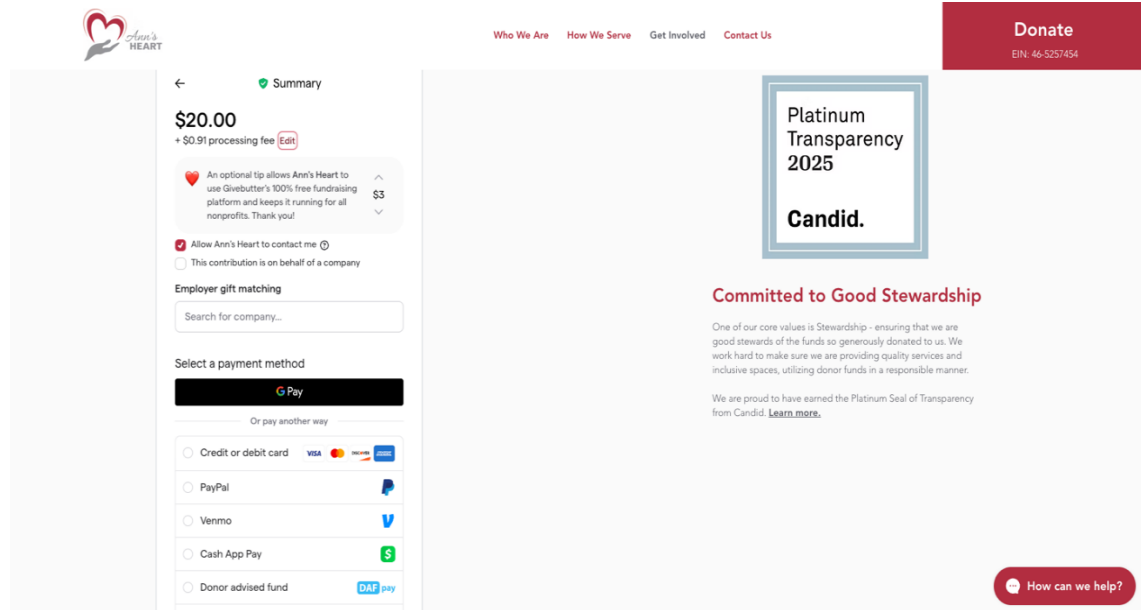
38. After selecting the donation amount, the donor is asked if they want to make a monthly recurring donation instead:



39. After the donor decides whether they want to stick with the single contribution or make a monthly contribution, the donor is confronted with the checkout screen, which is riddled with deception.

40. First, in tiny font, the checkout screen automatically adds a so-called “processing fee” to all donations:

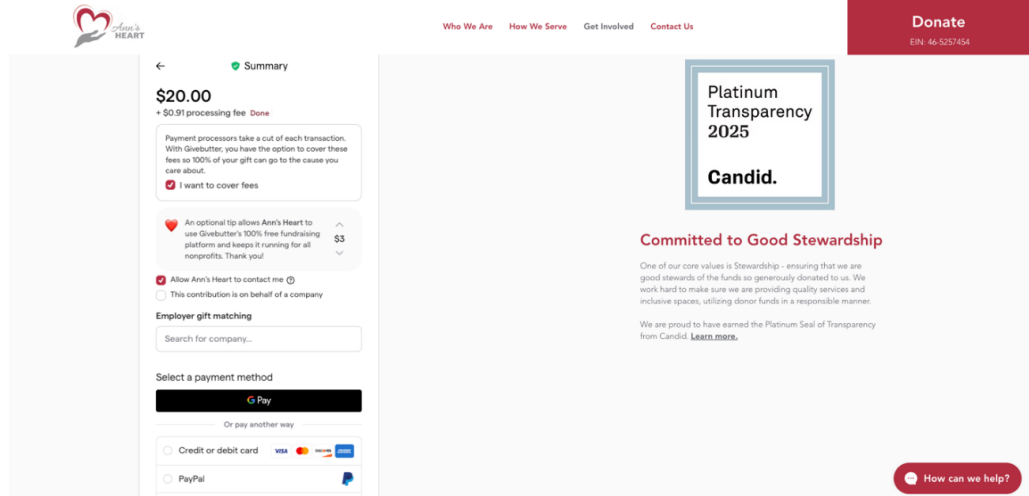




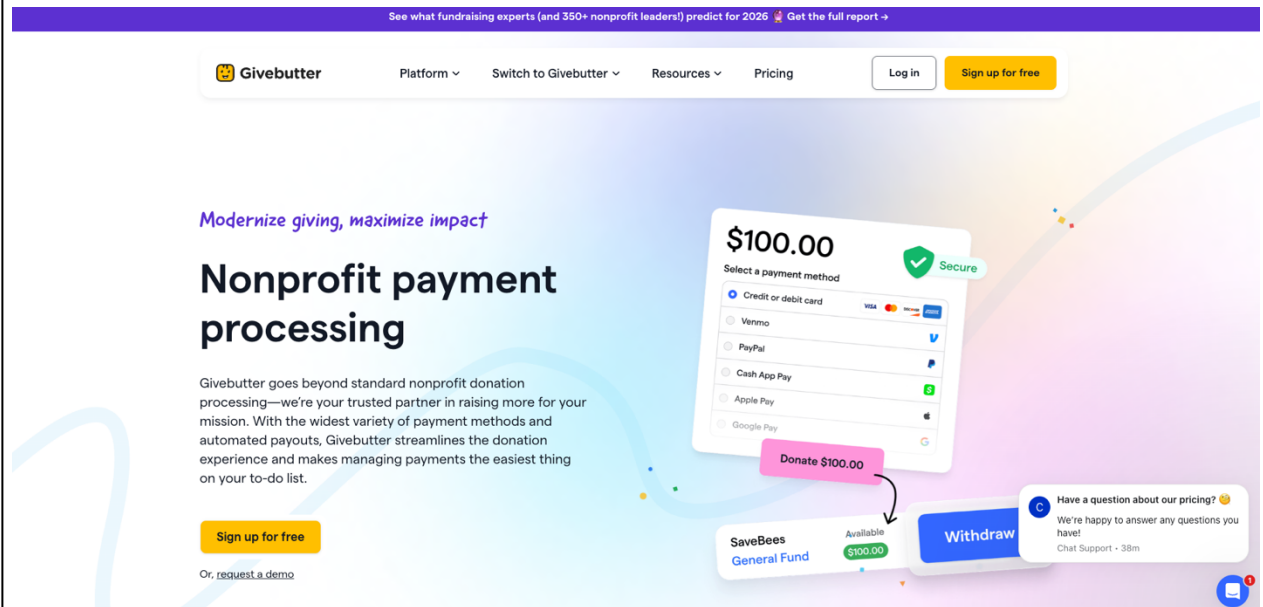
41. In truth, the “processing fee” is optional, *but Givebutter never once informs consumers of this fact.*

42. In other words, having automatically opted consumers into the supposedly optional processing fee, Givebutter then proceeds to obscure the fact that the fee is optional—nowhere providing on the checkout screen a disclosure that the fee is optional or an indication that the fee can be removed.

43. Indeed, any ability to *remove* the “processing fee” is hidden. A consumer would have to click on the inconspicuous word “edit,” read through a deceptive disclaimer, then un-select a checkbox to remove the supposedly optional processing fee:



44. Even the description of the processing fee, itself hidden, is deceptive, stating: “[p]ayment processors take a cut of each transaction. With Givebutter, you have the option to cover these fees so 100% of your gift can go to the cause you care about.” But Givebutter IS the payment processor. In fact, that is precisely what it tells charities when marketing its services to them:



45. Why go to all this trouble to add a processing fee on donations, rather than just asking donors to cover purported processing costs? Clearly, this process is

1 designed to ensure consumers pay a fee they would not otherwise pay—and to ensure  
2 consumers do not and cannot remove the processing fee.

3 46. On the same checkout page, far to the right and in much smaller, lighter  
4 font than the prominently displayed amount of the donation itself, Givebutter  
5 automatically adds a “Tip” for itself.

6 47. In tiny font, Givebutter states that a Tip is optional, but there is no  
7 indication the Tip is actually added to the donation *automatically* and will become  
8 part of the total paid to Givebutter without further action from the consumer.

9 48. In other words, having automatically opted consumers into the  
10 supposedly optional Tip, Givebutter then proceeds to obscure the fact that the fee  
11 must be affirmatively removed to be avoided—nowhere providing on the checkout  
12 screen a disclosure that the Tip is optional or an indication that the fee must be  
13 removed.

14 49. Indeed, any ability to *remove* the “Tip” is hidden. A consumer wishing  
15 to do so would have to figure out that the tiny, grey, downward-pointing triangle near  
16 the automatically added “Tip” can change the “Tip” amount, then repeatedly click  
17 that tiny triangle to manually set the value to zero.

18 50. Due to the small font and the unexpected nature of the automatically  
19 added fee, most consumers do not even notice the added Tip. And the consumers  
20 that do notice the added Tip are misled by the description. Givebutter describes the  
21 Tip as “[a]n optional tip [that] allows Ann’s Heart to use Givebutter’s 100% free  
22 fundraising platform and keeps it running for all nonprofits.” But this is simply not  
23 true for two reasons.

24 51. First, on information and belief, the Tip for Givebutter is pure profit  
25 entirely untethered to the ability to collect donations.  
26  
27  
28

52. Second, the Tip is redundant even by Givebutter’s own deceptive description: it purportedly serves the same function as the also-automatically-added “processing fee”: to cover the purported costs of processing charitable donations.

**III. Negative Options are Per Se Deceptive.**

53. Defendant’s “Tips” and “processing fees” are precisely the type of “Junk Fees” 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, Mar. 5, 2024, available at <https://bidenwhitehouse.archives.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/> (footnotes omitted).

54. As the FTC said recently in its effort to combat Junk Fees:

Many 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, Oct. 11, 2023, available at <https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees>.

55. 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

1 transaction online, the disclosures should be provided before the consumer makes  
2 the decision to buy—for example, before the consumer “add[s] to shopping cart.”  
3 Fed. Trade Comm’n, *.com Disclosures: How to Make Effective Disclosures in*  
4 *Digital Advertising* at ii, 14, Mar. 2013, available at  
5 [https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf)  
6 [online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf).

7 56. As the FTC notes, “[f]or years, unscrupulous direct-mail and brick-and-  
8 mortar retailers have used design tricks and psychological tactics such as pre-  
9 checked boxes, hard-to-find-and read disclosures, and confusing cancellation  
10 policies, to get consumers to give up their money or data.” Fed. Trade Comm’n, *FTC*  
11 *Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap*  
12 *Consumers*, Sept. 15, 2022, available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)  
13 [events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)  
14 [patterns-designed-trick-trap-consumers](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers).

15 57. The FTC further notes in its *Enforcement Policy Statement Regarding*  
16 *Negative Option Marketing* that **“[a] ‘pre-checked box’ does not constitute**  
17 **affirmative consent.”**  
18 [https://www.ftc.gov/system/files/documents/public\\_statements/1598063/negative\\_](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf)  
19 [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 n.46 (emphasis added).  
20 Similarly, an item automatically added to the cart, without having done anything  
21 whatsoever to add that item, does not constitute affirmative consent.

22 58. The FTC has increasingly filed enforcement actions against merchants  
23 employing negative options, such as Hopper, a travel booking service whose use of  
24 hidden, preselected fees recently resulted in a \$35 million settlement and injunctive  
25 relief requiring Hopper to clearly and conspicuously disclose all fees charged. *Travel*  
26 *App Paying \$35,000,000 in Settlement Over Alleged Hidden Fees*, The Daily Hodl  
27  
28

(July 15, 2026), available at <https://dailyhodl.com/2026/07/15/travel-app-paying-35000000-in-settlement-over-alleged-hidden-fees>.

59. At bottom, negative options are part of an “unfortunate trend in Internet scams” “which trick consumers into buying things they did not intend to buy.” Consumer Protection and the Law, November 2024 Update, Dee Pridgen and Jolina C. Cuaresma § 13:14.

#### **IV. Tips and Processing Fees are Misnamed, Misdescribed Junk Fees.**

60. Givebutter deceptively characterizes the processing fee and the Tip, as described above, and obscures the fact that consumers need to opt out of them to avoid them.

61. Givebutter delays any mention of the fees until after consumers have selected their donation amount.

62. The processing fees and Tips are pure profit for Givebutter and not at all related to the actual costs of processing charitable donation payments.

63. On information and belief, the cost for Givebutter to process payments is well below the amounts passed through to donors as processing fees, and Givebutter illegally pockets the difference as profit.

64. As for debit card payments, the fees that a servicer like Givebutter must pay to process debit card transactions average about \$0.34 per transaction, according to the Federal Reserve. *See* Federal Reserve, *Average Debit Card Interchange Fee by Payment Card Network*, <https://www.federalreserve.gov/paymentsystems/regii-average-interchange-fee.htm> (last accessed July 31, 2026).

65. Merriam-Webster defines a tip as “a gift or a sum of money tendered for a service performed or anticipated.” *See* <https://www.merriam-webster.com/dictionary/tip> (last accessed July 31, 2026). But, as described herein, donors, charitable as they might be, never intended to give third-party payment

1 processors like Givebutter a “gift.” Donors are never meaningfully informed that  
2 any money they are giving as a part of their donation actually goes to Givebutter.

3 66. Indeed, numerous complaints on the Better Business Bureau’s website  
4 confirm that donors are duped into paying Givebutter fees that they did not want or  
5 need to pay and that consumers never even understood that their transaction on the  
6 charity’s website had anything to do with Givebutter:<sup>1</sup>

7 Bait and switch? I thought I was donating money to help veterans. But  
8 then on my credit card statement is a charge to some Givebutter  
9 website. I was never taken to a web page that said I was donating to this  
10 company. I never would have considered doing so if they had. The  
11 website I thought I was donating money to never stated that this would  
12 be taking place. They could have created their own account with [] and  
stated that they would be running my donation through them. BAIT  
AND SWITCH.

13 I would have given ZERO IF I could. No transparency. There was a  
14 default 15% tip on my charitable contribution that was automatically  
15 added and had to be disputed since I didnt agree to tip anyone. They  
16 imply that the tip is going to the charity but it goes to the platform  
despite the fact that they claim they are providing their service to the  
17 charity without fee. Total SCAM! Consumer Fraud. Hurts consumers  
18 and legitimate charities. I will never make a donation on this platform!  
A fee should also not be a percentage of the donation. Can you imagine  
if a credit card tried this stunt.?

19 What an absolute scam. Hidden tip charge can catch even the most  
20 careful donator.

21 By default the 15% tip checkbox is selected, unless user explicitly  
22 deselects. Which means by default they hope to charge 15% of your  
23 total raised fund. I will notify the organizer to be aware of this issue.

24 I'd like to give a zero rating!! Give Butter should be ashamed. We are a  
25 non-profit and had our annual fundraiser. Loyal donors placed winning

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26 <sup>1</sup>[https://www.bbb.org/us/tx/austin/profile/marketing-software/givebutter-inc-0825-](https://www.bbb.org/us/tx/austin/profile/marketing-software/givebutter-inc-0825-1000210184/customer-reviews)  
27 [1000210184/customer-reviews](https://www.bbb.org/us/tx/austin/profile/marketing-software/givebutter-inc-0825-1000210184/customer-reviews).  
28



1 bids for a silent auction, entered zero for a tip, and were shocked to find  
2 large tips were charged by Good Butter. This is a shameful business  
3 practice, especially trying to take advantage of donors for a non-profit.

4 Paid money through Givebutter for a charity event and left the tip  
5 amount blank. After processing Givebutter added a [REMOVED] tip  
6 amount. Givebutter claims they don't require a tip for its use. I started  
7 researching Givebutter and have read many reviews that are bad. This  
8 business needs to be investigated considering being tied to fund raising.

9 67. Donors presented with Givebutter's widget are not engaging in arms-  
10 length commercial transactions. They are attempting to help friends, schools,  
11 families in crisis, medical emergencies, and charitable organizations.

12 68. Donations are often made under time pressure, emotional stress, or a  
13 sense of urgency such as responding to a personal story, emergency, auction event,  
14 or community appeal.

15 69. In this context, donors reasonably rely on Givebutter to present charges  
16 clearly and honestly, and to require explicit consent before diverting any portion of  
17 their donation away from the intended cause.

18 70. Givebutter's conduct also violates the Restore Online Shoppers'  
19 Confidence Act, 15 U.S.C. §§ 8401–05 ("ROSCA"). Specifically, Givebutter used  
20 "negative option" sales "[that] took advantage of consumers' expectations." *Id.* §  
21 8401(8). Moreover, Givebutter violated ROSCA by using a negative option feature  
22 that (1) did not provide text that clearly and conspicuously discloses all material  
23 terms of the transaction before obtaining the consumer's billing information; and (2)  
24 did not obtain the consumer's express informed consent before charging the  
25 consumer's credit card, debit card, bank account, or other financial account for  
26 products or services through such transaction. *Id.* §§ 8403(1), (2).

27 **V. Plaintiff Summeril's Experience**

28 71. On June 3, 2023, Plaintiff Summeril donated \$10.00 to God Behind

1 Bars.

2 72. However, due to Defendant's widget, her purchase also included a  
3 \$0.61 processing fee and a \$2.00 Tip charged by Givebutter that was automatically  
4 and surreptitiously added to her cart without her affirmative consent.

5 73. Plaintiff Summeril did not know the processing fee or Tip for  
6 Givebutter existed or that it could have been removed at the time of her purchase.

7 74. Plaintiff Summeril would not have chosen to pay Givebutter's  
8 processing fee or Tip if she had known it was optional.

9 **VI. Plaintiff Hubert's Experience**

10 75. On January 8, 2026, Plaintiff Hubert began submitting a recurring  
11 monthly donation to the Brian Grant Foundation in the amount of \$25.00 per month.

12 76. However, due to Defendant's widget, her purchase also included a  
13 \$1.31 processing fee charged by Givebutter that was automatically and  
14 surreptitiously added to her cart without her affirmative consent.

15 77. Plaintiff Hubert did not know the processing fee existed or that it could  
16 have been removed at the time of her purchase.

17 78. Plaintiff Hubert would not have chosen to pay Givebutter's processing  
18 fee if she had known it was optional.

19 **VII. Plaintiff Ivory's Experience**

20 79. On December 19, 2023, Plaintiff Ivory donated \$250.00 to BT R.I.S.E.,  
21 Inc.

22 80. However, due to Defendant's widget, her purchase also included a  
23 \$7.78 processing fee and a \$37.50 Tip charged by Givebutter that was automatically  
24 and surreptitiously added to her cart without her affirmative consent.

25 81. Plaintiff Ivory did not know the processing fee or Tip for Givebutter  
26 existed or that it could have been removed at the time of her purchase.

27 82. Plaintiff Ivory would not have chosen to pay Givebutter's processing  
28

1 fee or Tip if she had known it was optional.

2 **VIII. Plaintiff Baker's Experience**

3 83. On or about October 7, 2025, Plaintiff Baker enrolled in \$5.00 monthly  
4 donations to HD Supply Charitable Fund, Inc.

5 84. However, due to Defendant's widget, each of her purchases also  
6 included a \$0.46 processing fee and a \$1.00 Tip charged by Givebutter that was  
7 automatically and surreptitiously added to her cart without her affirmative consent.

8 85. Plaintiff Baker did not know the Tip for Givebutter existed or that it  
9 could have been removed at the time of her purchase.

10 86. Plaintiff Baker would not have chosen to pay Givebutter's processing  
11 fee or Tip if she had known it was optional.

12 **CLASS ACTION ALLEGATIONS**

13 87. Plaintiff Summeril brings this action individually and as a  
14 representative of all those similarly situated and the members of the following class:

15 All persons who, while residing in the State of California, and within  
16 the applicable statute of limitations, paid Givebutter a preselected Tip  
17 or processing fee (the "California Class").

18 88. Plaintiff Hubert brings this action individually and as a representative  
19 of all those similarly situated and the members of the following class:

20 All persons who, while residing in the State of Oregon, and within the  
21 applicable statute of limitations, paid Givebutter a preselected Tip or  
22 processing fee (the "Oregon Class").

23 89. Plaintiff Ivory brings this action individually and as a representative of  
24 all those similarly situated and the members of the following class:

25 All persons who, while residing in the State of Ohio, and within the  
26 applicable statute of limitations, paid Givebutter a preselected Tip or  
27 processing fee (the "Ohio Class").  
28

1 90. Plaintiff Baker brings this action individually and as a representative of  
2 all those similarly situated and the members of the following class:

3 All persons who, while residing in the State of Georgia, and within the  
4 applicable statute of limitations, paid Givebutter a preselected Tip or  
5 processing fee (the “Georgia Class”).

6 91. Unless otherwise noted herein, the California Class, Oregon Class,  
7 Ohio Class, and Georgia Class are collectively referred to as the “Class.”

8 92. Excluded from the Class are Givebutter, its parents, subsidiaries,  
9 affiliates, officers and directors, any entity in which Givebutter has a controlling  
10 interest, all personal accountholders who make a timely election to be excluded,  
11 governmental entities, and all judges assigned to hear any aspect of this litigation, as  
12 well as their immediate family members.

13 93. Plaintiffs reserve the right to modify or amend class definitions, if  
14 necessary, before this Court determines whether class certification is appropriate.

15 94. The members of the Class are so numerous that joinder is impractical.  
16 The Class consists of at least thousands of members, the identity of whom is within  
17 the knowledge of, and can be ascertained only by resort to, Givebutter’s records.

18 95. The claims of Plaintiffs are typical of the claims of the classes they seek  
19 to represent in that Plaintiffs, like all members of the Class, were charged improper  
20 and deceptive fees as alleged herein and were damaged by Givebutter’s misconduct.  
21 Furthermore, the factual basis of Givebutter’s misconduct is common to all members  
22 of the Class and represents a common thread of unfair and unconscionable conduct  
23 resulting in injury to all members of the Class.

24 96. There are numerous questions of law and fact common to the Class that  
25 predominate over any questions affecting only individual members of the Class.  
26 Those questions include, but are not limited to, the following:  
27  
28

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

97. Plaintiffs' claims are typical of the claims of other members of the Class, in that they arise out of the same wrongful fee policies and practices. Plaintiffs have suffered the harm alleged and have no interests antagonistic to the interests of any other members of the Class.

98. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions and, in particular, consumer class actions involving the imposition of junk fees. Accordingly, Plaintiffs are adequate representatives and will fairly and adequately protect the interests of the Class.

99. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual

1 member of the Class's claims is small relative to the complexity of the litigation, and  
2 due to the financial resources of Givebutter, no member of the Class could afford to  
3 seek legal redress individually for the claims alleged herein. Therefore, absent a class  
4 action, the members of the Class will continue to suffer losses and Givebutter's  
5 misconduct will proceed without remedy.

6 100. Even if members of the Class themselves could afford such individual  
7 litigation, the court system could not. Given the complex legal and factual issues  
8 involved, individualized litigation would significantly increase the delay and  
9 expense to all parties and to the Court. Individualized litigation would also create  
10 the potential for inconsistent or contradictory rulings. By contrast, a class action  
11 presents far fewer management difficulties, allows claims to be heard which might  
12 otherwise go unheard because of the relative expense of bringing individual lawsuits,  
13 and provides the benefits of adjudication, economies of scale, and comprehensive  
14 supervision by a single court.

15 101. Plaintiffs know of no difficulty to be encountered in the maintenance of  
16 this action that would preclude its treatment as a class action.

17 102. Givebutter has acted or refused to act on grounds generally applicable  
18 to the Class, thereby making appropriate final injunctive relief or corresponding  
19 declaratory relief with respect to the Class as a whole.

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

22 **COUNT I**  
23 **VIOLATIONS OF THE**  
24 **DELAWARE UNIFORM DECEPTIVE TRADE PRACTICES ACT**  
25 **6 Del. C. §§ 2531-36**  
**(On behalf of Plaintiffs and the Class)**

26 104. Plaintiffs incorporate the preceding allegations by reference as if fully  
27 set forth herein.  
28

1        105. Givebutter is, and at all relevant times was, a “person” engaged in  
2 business in Delaware as defined in the Delaware Uniform Deceptive Trade Practices  
3 Act (“DTPA”), 6 Del. C. § 2531(5), including in its payment processing services.

4        106. By (1) automatically and surreptitiously adding Tips and processing  
5 fees to consumers’ carts without affirmative consent; and (2) misrepresenting the  
6 purpose of its Tips and processing fees as an extra donation to the charity of choice,  
7 Givebutter has engaged in deceptive trade practices in violation of the DTPA. 6 Del.  
8 C. § 2532.

9        107. Givebutter’s conduct as described herein also constitutes conduct  
10 which creates a likelihood of confusion and misunderstanding in violation of 6 Del.  
11 C. § 2532(12).

12        108. Givebutter’s conduct as described herein is also fraudulent and  
13 deceptive under the DTPA insofar as Givebutter violates ROSCA by using “negative  
14 option” sales “[that] took advantage of consumers’ expectations” and by using a  
15 negative option feature that (1) did not provide text that clearly and conspicuously  
16 discloses all material terms of the transaction before obtaining the consumer’s billing  
17 information; and (2) did not obtain the consumer’s express informed consent before  
18 charging the consumer’s credit card, debit card, bank account, or other financial  
19 account for products or services through such transaction. 15 U.S.C. §§ 8401(8),  
20 8403(1), (2).

21        109. Plaintiffs and Class members justifiably relied upon Givebutter’s  
22 deceptive, false and misleading representations concerning Tips and processing fees  
23 in making their decisions to donate to their charity of choice. Plaintiffs and Class  
24 members would not have paid Defendant’s Tips and processing fees absent  
25 Defendant’s misrepresentations and omissions, which include, but are not limited to,  
26 its deceptive interface design.

27        110. Givebutter’s actions constituted willful violations of the DTPA  
28



1 because it knew or should have known that its conduct was prohibited by the  
2 DTPA.

3 **COUNT II**  
4 **VIOLATIONS OF THE**  
5 **OHIO CONSUMER SALES PRACTICES ACT**  
6 **R.C. § 1345.01, et seq.**  
7 **(On behalf of Plaintiff Ivory and the Ohio Class)**

8 111. Plaintiff Ivory incorporates the preceding allegations by reference as if  
9 fully set forth herein.

10 112. At all times relevant hereto, Plaintiff Ivory and members of the Ohio  
11 Class were “consumers” within the meaning of R.C. § 1345.01(D), and Givebutter  
12 was, and is, a “supplier” within the meaning of R.C. § 1345.01(C), because it  
13 engages in the business of effecting or soliciting consumer transactions, whether or  
14 not it deals directly with the consumer.

15 113. Givebutter’s provision of donation-processing services to Plaintiff  
16 Ivory and the Ohio Class, including the imposition of Tips and processing fees in  
17 connection with their charitable donations, constitutes a “consumer transaction”  
18 within the meaning of R.C. § 1345.01(A), because it involves the transfer of a  
19 service to an individual for purposes that are primarily personal in nature.

20 114. R.C. § 1345.02(A) provides that “[n]o supplier shall commit an unfair  
21 or deceptive act or practice in connection with a consumer transaction,” whether the  
22 act or practice “occurs before, during, or after the transaction.” R.C. § 1345.03(A)  
23 likewise provides that “[n]o supplier shall commit an unconscionable act or practice  
24 in connection with a consumer transaction.”

25 115. By: (1) automatically and surreptitiously adding Tips and processing  
26 fees to consumers’ donations without affirmative consent; (2) misrepresenting the  
27 purpose of its Tips and processing fees as an extra donation to the charity of choice;  
28 and (3) violating ROSCA with negative option sales as alleged herein, Givebutter

1 committed unfair and deceptive acts and practices, in violation of R.C. § 1345.02,  
2 and unconscionable acts and practices, in violation of R.C. § 1345.03, including by  
3 knowingly taking advantage of the inability of Plaintiff Ivory and the Ohio Class to  
4 reasonably protect their interests because of the deceptive design of Givebutter’s  
5 checkout interface, R.C. § 1345.03(B)(1), and by making misleading statements on  
6 which Plaintiff Ivory and the Ohio Class were likely to rely, and did rely, to their  
7 detriment, R.C. § 1345.03(B)(6).

8 116. Givebutter’s foregoing conduct is also a deceptive act or practice under  
9 Ohio Adm. Code 109:4-3-02, a substantive rule promulgated by the Ohio Attorney  
10 General pursuant to R.C. § 1345.05(B)(2). That rule provides, in relevant part, that  
11 “[i]t is a deceptive act or practice in connection with an offer made through any  
12 online or digital medium[] to make any offer without stating clearly and  
13 conspicuously, in close proximity to the words stating the offer, any material  
14 exclusions, reservations, limitations, modifications, or conditions,” and that such  
15 “[d]isclosures should be as near to, and if possible on the same screen, as the  
16 triggering offer.” Ohio Adm. Code 109:4-3-02(D).

17 117. Givebutter violated, and continues to violate, Ohio Adm. Code 109:4-  
18 3-02 by failing to disclose, clearly and conspicuously and on the same screen as its  
19 donation interface, the material condition that the processing fee and the Tip are  
20 optional add-ons that Givebutter has preselected on the consumer’s behalf, and by  
21 instead burying any means of declining or removing those add-ons away from, and  
22 in far smaller font than, the offer itself.

23 118. Givebutter’s conduct as alleged herein was immoral, unethical,  
24 oppressive, and unscrupulous, and caused substantial injury to Plaintiff Ivory and  
25 the Ohio Class that they could not reasonably have avoided and that is not  
26 outweighed by any countervailing benefit to consumers or competition.

27 119. As a direct and proximate result of Givebutter’s unfair, deceptive, and  
28

1 unconscionable acts and practices, Plaintiff Ivory and the Ohio Class suffered actual  
2 economic damages in the amount of the Tips and processing fees that were charged  
3 to, and paid by, them without their knowledge or authorization.

4 120. Pursuant to R.C. § 1345.09(A), Plaintiff Ivory and the Ohio Class are  
5 entitled to rescind their transactions with Givebutter and/or recover their actual  
6 economic damages.

7 121. Because the acts and practices alleged herein were declared deceptive  
8 by a rule of the Ohio Attorney General adopted, and publicly available, before the  
9 transactions of Plaintiff Ivory and the Ohio Class, Plaintiff Ivory and the Ohio Class  
10 are further entitled, pursuant to R.C. § 1345.09(B), to recover the greater of three  
11 times their actual economic damages or two hundred dollars.

12 122. Plaintiff Ivory and the Ohio Class are also entitled to an award of  
13 reasonable attorneys' fees because Givebutter knowingly committed the acts and  
14 practices complained of herein in violation of the Ohio Consumer Sales Practices  
15 Act.

16 **COUNT III**  
17 **VIOLATIONS OF THE**  
18 **GEORGIA FAIR BUSINESS PRACTICES ACT**  
19 **O.C.G.A. § 10-1-390, et seq.**

(On behalf of Plaintiff Baker and the Georgia Class)

20 123. Plaintiff Baker incorporates the preceding allegations by reference as if  
21 fully set forth herein.

22 124. Givebutter is, and at all relevant times was, engaged in “trade” and  
23 “commerce” and in “consumer transactions” and “consumer acts or practices” within  
24 the meaning of the Georgia Fair Business Practices Act (“FBPA”), O.C.G.A. § 10-  
25 1-392, including through its provision of payment-processing services to donors,  
26 such as Plaintiff Baker, in exchange for Tips and processing fees.

27 125. O.C.G.A. § 10-1-393(a) declares unlawful “[u]nfair or deceptive acts  
28

1 or practices in the conduct of consumer transactions and consumer acts or practices  
2 in trade or commerce.”

3 126. By: (1) automatically and surreptitiously adding Tips and processing  
4 fees to consumers’ donations without affirmative consent; (2) misrepresenting the  
5 purpose of its Tips and processing fees as an extra donation to the charity of choice;  
6 and (3) violating ROSCA with negative option sales as alleged herein, Givebutter  
7 engaged in unfair and deceptive acts and practices in violation of O.C.G.A. § 10-1-  
8 393(a), including by causing actual confusion or misunderstanding as to the source,  
9 sponsorship, and purpose of the Tips and processing fees, O.C.G.A. § 10-1-  
10 393(b)(2), and by representing that its services have benefits that they do not have,  
11 O.C.G.A. § 10-1-393(b)(5).

12 127. Plaintiff Baker and the Georgia Class justifiably relied upon  
13 Givebutter’s intentionally deceptive, false, and misleading representations  
14 concerning Tips and processing fees in making their decisions to donate to their  
15 charities of choice. Plaintiff Baker and the Georgia Class would not have paid  
16 Givebutter’s Tips and processing fees absent Givebutter’s misrepresentations and  
17 omissions, including its deceptive interface design.

18 128. As a direct and proximate result of Givebutter’s unfair and deceptive  
19 acts and practices, Plaintiff Baker and the Georgia Class have suffered injury and  
20 damages, including the loss of the Tips and processing fees charged to, and paid by,  
21 them without their knowledge or authorization.

22 129. Pursuant to O.C.G.A. § 10-1-399(d), Plaintiff Baker is entitled to an  
23 award of reasonable attorneys’ fees and expenses of litigation incurred in connection  
24 with this action.

25 130. Pursuant to O.C.G.A. § 10-1-399(g), a copy of this Complaint will be  
26 served upon the Georgia Attorney General by certified or registered mail or statutory  
27 overnight delivery within 20 days of the filing of this Complaint.  
28

**COUNT IV**  
**VIOLATIONS OF CALIFORNIA’S**  
**UNFAIR COMPETITION LAW (“UCL”)**  
**(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**  
**(On behalf of Plaintiff Summeril and the California Class)**

131. Plaintiff Summeril incorporates the preceding allegations by reference as if fully set forth herein.

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

133. The UCL imposes strict liability. Plaintiff Summeril need not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—only that such practices occurred.

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

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

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

137. Defendant committed unfair and fraudulent business acts and practices in violation of the UCL by: (1) automatically and surreptitiously adding Tips and processing fees to consumers’ donations without affirmative consent; (2) misrepresenting the purpose of its Tips and processing fees as an extra donation to

1 the charity of choice; and (3) violating ROSCA with negative option sales as alleged  
2 herein.

3 138. Defendant's acts and practices offend an established public policy of  
4 truthful advertising in the marketplace and constitute immoral, unethical, oppressive,  
5 and unscrupulous activities that are substantially injurious to consumers.

6 139. The harm to Plaintiff Summeril and the California Class outweighs the  
7 utility of Defendant's practices. There were reasonably available alternatives to  
8 further Defendant's legitimate business interests other than the misleading and  
9 deceptive conduct alleged herein.

10 140. Defendant's conduct constitutes an "unlawful" act under the UCL  
11 because it violates sections of ROSCA and the other statutes asserted as causes of  
12 action herein.

13 141. Defendant's conduct constitutes an "unlawful" act under the UCL  
14 because it violates ROSCA by using "negative option" sales tactics "[that] took  
15 advantage of consumers' expectations" and by using a negative option feature that  
16 (1) did not provide text that clearly and conspicuously discloses all material terms  
17 of the transaction before obtaining the consumer's billing information; and (2) did  
18 not obtain the consumer's express informed consent before charging the consumer's  
19 credit card, debit card, bank account, or other financial account for products or  
20 services through such transaction. 15 U.S.C. §§ 8401(8), 8403(1), (2).

21 142. Defendant's business practices have misled Plaintiff Summeril and the  
22 California Class and, unless enjoined, will continue to mislead them in the future.

23 143. Plaintiff Summeril and the California Class justifiably relied upon  
24 Defendant's deceptive, false, and misleading representations in making their  
25 decisions to donate to their charity of choice. Plaintiff Summeril and the California  
26 Class would not have paid Defendant's Tips and processing fees absent Defendant's  
27 misrepresentations and omissions.  
28

1 144. As a direct and proximate result of these unfair and deceptive practices,  
2 Plaintiff Summeril and the California Class have been injured and have suffered and  
3 will continue to suffer real damages. Defendant's fraudulent conduct is ongoing and  
4 presents a continuing threat to Plaintiff Summeril and the California Class that they  
5 will be deceived. Plaintiff Summeril and the California Class desire to conduct  
6 further business with Defendant but cannot rely on Defendant's representations  
7 unless an injunction is issued.

8 145. As a result of its unfair, fraudulent, and unlawful conduct, Defendant  
9 has been unjustly enriched and should be required to disgorge its unjust profits and  
10 make restitution to Plaintiff Summeril and the California Class pursuant to Cal. Bus.  
11 & Prof. Code §§ 17203 and 17204.

12 146. Plaintiff Summeril and the California Class have no adequate remedy  
13 at law in part because Defendant continues to automatically add Tips and processing  
14 fees to all purchases. Plaintiff Summeril and the California Class therefore seek an  
15 injunction on behalf of the general public to prevent Defendant from continuing to  
16 engage in the deceptive and misleading practices alleged herein.

17 **COUNT V**  
18 **VIOLATIONS OF CALIFORNIA'S**  
19 **CONSUMERS LEGAL REMEDIES ACT ("CLRA")**  
20 **(Cal. Civ. Code §§ 1750, *et seq.*)**

**(On behalf of Plaintiff Summeril and the California Class)**

21 147. Plaintiff Summeril incorporates the preceding allegations by reference  
22 as if fully set forth herein.

23 148. Plaintiff Summeril and California Class members are "consumers" as  
24 defined by California Civil Code § 1761(d).

25 149. By enabling donors to make donations to charitable organizations and  
26 other similar entities and to provide Defendant with "Tips," Defendant provided  
27 "services" within the meaning of California Civil Code § 1761(b).  
28



1 150. Defendant's electronic processing of donations constituted  
2 "transactions" within the meaning of California Civil Code § 1761(e).

3 151. Defendant violated and continues to violate the CLRA by engaging in  
4 the following practices proscribed by California Civil Code § 1770(a) in transactions  
5 with Plaintiff Summeril and California Class which were intended to result in, and  
6 did result in, the sale of goods or services: "Representing that goods or services  
7 have . . . characteristics . . . that they do not have" (a)(5); "Advertising goods or  
8 services with intent not to sell them as advertised" (a)(9); "Representing that a  
9 transaction confers or involves rights, remedies, or obligations that it does not have  
10 or involve, or that are prohibited by law" (a)(14); and "Advertising, displaying, or  
11 offering a price for a good or service that does not include all mandatory fees or  
12 charges" (a)(29).

13 152. Specifically, Defendant: (1) automatically and surreptitiously added  
14 Tips and processing fees to consumers' donations without affirmative consent; (2)  
15 misrepresented the purpose of its Tips and processing fees as an extra donation to  
16 the charity of choice; and (3) violated ROSCA with negative option sales as alleged  
17 herein.

18 153. Pursuant to the CLRA, counsel notified Defendant in writing by  
19 certified mail of the particular violations of the CLRA alleged herein and demanded  
20 that it rectify the problems alleged above and give notice to all affected consumers  
21 of Defendant's intent to act. If Defendant fails to respond to the letter or fails to agree  
22 to rectify the problems associated with the actions detailed above and give notice to  
23 all affected consumers within 30 days of the date of written notice, Plaintiff  
24 Summeril will move to amend this Complaint to pursue claims for actual, punitive  
25 and statutory damages, as appropriate, against Defendant. As to this cause of action,  
26 at this time, she seeks only public injunctive relief.

27 ///

**COUNT VI**  
**VIOLATIONS OF OREGON'S**  
**UNLAWFUL TRADE PRACTICES ACT ("UTPA")**  
**(ORS §§ 646.605, et seq.)**  
**(On behalf of Plaintiff Hubert and the Oregon Class)**

154. Plaintiff Hubert incorporates the preceding allegations by reference as if fully set forth herein.

155. Givebutter is, and at all relevant times was, a "person" as defined by the UTPA, and its conduct as alleged herein occurred in the course of its business, vocation, or occupation and in "trade" and "commerce" within the meaning of the UTPA including trade and commerce directly or indirectly affecting the people of the State of Oregon.

156. The donation-processing services that Givebutter provided to Plaintiff Hubert and the Oregon Class, including the imposition of Tips and processing fees in connection with their charitable donations, are "services" obtained primarily for personal, family, or household purposes within the meaning of the UTPA.

157. By: (1) automatically and surreptitiously adding Tips and processing fees to consumers' donations without affirmative consent; (2) misrepresenting the purpose of its Tips and processing fees as an extra donation to the charity of choice; and (3) violating ROSCA with negative option sales as alleged herein, Givebutter engaged in unlawful trade practices in violation of ORS 646.608(1), including by representing that its services have sponsorship, approval, characteristics, uses, benefits, or qualities that they do not have, ORS 646.608(1)(e); advertising its services with intent not to provide them as advertised, ORS 646.608(1)(i); and making false or misleading representations of fact concerning the offering price of, and Givebutter's cost for, its services, ORS 646.608(1)(s).

158. Under ORS 646.608(2), a representation actionable under the UTPA "may be any manifestation of any assertion by words or conduct, including, but not

1 limited to, a failure to disclose a fact.” Givebutter’s unlawful representations as  
2 alleged herein include its failure to disclose, clearly and conspicuously or at all, that  
3 its Tips and processing fees are preselected and automatically added to each  
4 donation, and that they are retained by Givebutter—a private, for-profit company—  
5 rather than delivered to the donor’s charity of choice.

6 159. Givebutter further engaged in unlawful trade practices under ORS  
7 646.607(1) by employing unconscionable tactics in connection with the sale of its  
8 services—namely, the dark patterns and deceptive interface designs alleged herein,  
9 by which Givebutter knowingly took advantage of donors acting quickly, often  
10 emotionally, and with the reasonable expectation that their money would go to their  
11 intended charitable cause and not to an undisclosed middleman.

12 160. Givebutter’s use of the unlawful methods, acts, and practices alleged  
13 herein was willful within the meaning of ORS 646.605(10), and was reckless and  
14 knowing within the meaning of ORS 646.638(8), because Givebutter knew or should  
15 have known that its conduct violated the UTPA.

16 161. As a direct and proximate result of Givebutter’s willful, unlawful trade  
17 practices, Plaintiff Hubert and the Oregon Class suffered an ascertainable loss of  
18 money or property in the amount of the Tips and processing fees that were charged  
19 to, and paid by, them without their knowledge or authorization.

20 162. Pursuant to ORS 646.638(1) and (8), Plaintiff Hubert and the Oregon  
21 Class are entitled to recover their actual damages or statutory damages as provided  
22 by ORS 646.638, whichever is greater, together with punitive damages and such  
23 equitable relief, including an injunction prohibiting Givebutter’s deceptive fee  
24 practices, as the Court considers necessary or proper. Plaintiff Hubert and the Oregon  
25 Class are also entitled to an award of reasonable attorneys’ fees and costs pursuant  
26 to ORS 646.638(3).

27 163. Pursuant to ORS 646.638(2), a copy of this Complaint will be mailed  
28

1 to the Oregon Attorney General at the time this action commences, and a copy of  
2 any judgment entered in this action will be mailed to the Oregon Attorney General  
3 upon entry of judgment.

4 **COUNT VII**  
5 **TORTIOUS INTERFERENCE WITH CONTRACT**  
6 **(On behalf of Plaintiffs and the Class)**

7 164. Plaintiffs incorporate the preceding allegations by reference as if fully  
8 set forth herein.

9 165. Plaintiffs and the Class have contracted with charities for the purpose  
10 of donating funds to those charities.

11 166. Givebutter had knowledge of the contractual relationship or prospective  
12 contractual relationship between charitable causes and Class members like Plaintiffs.

13 167. Givebutter engaged in conduct that prevented or hindered the  
14 performance of the contracts between charities and the Class by (1) automatically  
15 and surreptitiously adding Tips and processing fees to consumers' carts without  
16 affirmative consent; and (2) misrepresenting the purpose of Givebutter's Tips and  
17 processing fees as an extra donation to the charity of choice.

18 168. Given the deceptive, unfair, and otherwise unlawful nature of  
19 Givebutter's actions, Givebutter lacked justification for its conduct.

20 169. Givebutter intended to prevent or hinder performance of the contracts  
21 between charities and the Class, including Plaintiffs' contracts. As a result, Plaintiffs  
22 and the Class were injured.

23 170. Givebutter's conduct as described herein substantially caused the harm  
24 inflicted on Plaintiffs and the Class and was a significant factor in the breach of the  
25 contracts between Plaintiffs and the Class and the respective charities with which  
26 they contracted.

**COUNT VIII**  
**UNJUST ENRICHMENT**  
**(On behalf of Plaintiffs and the Class)**

171. Plaintiffs incorporate the preceding allegations by reference as if fully set forth herein.

172. By means of Defendant's wrongful conduct as alleged herein, Defendant knowingly assessed fees upon Plaintiffs and the Class that are unfair, unconscionable, and oppressive.

173. Defendant knowingly received and retained wrongful benefits and funds from Plaintiffs and the Class. In so doing, Defendant acted with conscious disregard for the rights of Plaintiffs and the Class.

174. As a result of Defendant's wrongful conduct as alleged herein, Defendant has been unjustly enriched at the expense of, and to the detriment of, Plaintiffs and the Class.

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

176. Under the common law doctrine of unjust enrichment, it is inequitable for Defendant to retain the benefits it received, and is still receiving, without justification, from the imposition of processing fees and Tips on Plaintiffs and the Class in an unfair, unconscionable, and oppressive manner. Defendant's retention of such funds under circumstances making it inequitable to do so constitutes unjust enrichment.

177. The financial benefits derived by Defendant rightfully belong to Plaintiffs and the Class. Defendant should be compelled to disgorge in a common fund for the benefit of Plaintiffs and the Class all wrongful or inequitable proceeds collected by Defendant. A constructive trust should be imposed upon all wrongful or inequitable sums received by Defendant traceable to Plaintiffs and the Class.

178. Plaintiffs and the Class have no adequate remedy at law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the Class demand a jury trial on all claims so triable and judgment as follows:

- a) Declaring Givebutter's policies and practices as described herein to be wrongful, unfair, and unconscionable;
- b) Restitution of all amounts paid to Givebutter by Plaintiffs and the Class as a result of the wrongs alleged herein in an amount to be determined at trial;
- c) Disgorgement of the ill-gotten gains derived by Givebutter from its misconduct;
- d) Actual damages in an amount according to proof;
- e) Punitive and exemplary damages;
- f) Pre-judgment interest at the maximum rate permitted by applicable law;
- g) Costs and disbursements assessed by Plaintiffs in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
- h) Such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs and all others similarly situated hereby demand trial by jury on all issues in this Complaint that are so triable as a matter of right.

Dated: August 4, 2026

**KALIELGOLD PLLC**

By: /s/ Sophia G. Gold

Sophia G. Gold

Jeffrey D. Kalief

Amanda J. Rosenberg

*Counsel for Plaintiffs and the Proposed Class*



JS 44 (Rev. 03/24)

**CIVIL COVER SHEET**

The JS 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**

SANDRA SUMMERIL, LYNETTE HUBERT, DANIELLE IVORY, and EBONY BAKER, et al.,

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sophia G. Gold, KalieGold PLLC, 490 43rd Street, No. 122, Oakland, CA 94609

**DEFENDANTS**

GIVEBUTTER, INC.

County of Residence of First Listed Defendant Wilmington, Delaware  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**'26CV4455 LL VET****II. BASIS OF JURISDICTION** (Place an "X" in 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** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                                   | DEF                        |                                                               | PTF                        | DEF                                   |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" 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 checked="" 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** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

| CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | TORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | FORFEITURE/PENALTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BANKRUPTCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | OTHER STATUTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input checked="" type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>LABOR</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>INTELLECTUAL PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application<br><input type="checkbox"/> 840 Trademark<br><input type="checkbox"/> 880 Defend Trade Secrets Act of 2016<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)<br><input type="checkbox"/> 485 Telephone Consumer Protection Act<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property                                                                                                                                                                                                                                                                                                                                                                 | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education                                                                                                                                                                                                   | <b>PRISONER PETITIONS</b><br><b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**V. ORIGIN** (Place an "X" in 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**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C. § 1332(d), § 1332(d)(5)(B), § 1332(d)(2)(A), § 1332(d)(2), (6), and 28 U.S.C. § 1391

Brief description of cause:

Plaintiffs' allege unfair business practices and tortious interference with contract by its unlawful addition of junk fees in charity donations

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

August 4, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Sophia G. Gold

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.