

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 9:26-CV-80539-AMC

ROBERT SHIPP JR., individually and on
behalf of all others similarly situated,

Plaintiff,

v.

EXPEDITED TRAVEL, LLC,

Defendant.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff Robert Shipp Jr. (“Plaintiff”), individually and on behalf of all others similarly situated, by and through his counsel, brings this First Amended Class Action Complaint against Defendant Expedited Travel, LLC (“Expedited Travel” or “Defendant”), and alleges upon personal knowledge individually, and upon information and belief as to all other matters:

INTRODUCTION

1. Defendant Expedited Travel, LLC is a Florida-based company that operates RushMyPassport, a passport courier service that markets and sells purported expedited passport-processing services to consumers throughout the United States.¹ Defendant represents that RushMyPassport provides “expedited passport services for global travelers” through more than “2,000 U.S. locations.”²

¹ See *Expedited Travel – Who We Are*, <https://www.expeditedtravel.com/about>; *Our Brands*, Expedited Travel, <https://www.expeditedtravel.com/brands>.

² *Id.*

2. Through RushMyPassport, Defendant advertises that consumers can obtain passports through a “fast” and “convenient” expedited process, including within as little as one business day, upon payment of substantial additional fees.³ Defendant further represents that its services that “save you time,” “cut[s] weeks off standard processing times” and ensure consumers’ “passport[s] arrive[] when [they] need it.”⁴

3. Plaintiff and Class Members reasonably understood Defendant’s representations to mean that purchasing RushMyPassport’s services would result in them receiving their passports faster than if they applied directly through the United States Department of State (“Department of State” or “State Department”).

4. In reality, however, consumers using RushMyPassport do not receive their passports faster than if they had applied directly through the United States Department of State’s own expedited passport procedures.

5. Indeed, the United States Department of State expressly warns consumers that if they use a courier company, they “will not receive [their] passport faster than applying at one of [the Department’s] passport agencies.”⁵ Defendant nevertheless charges consumers substantial additional fees based upon representations that its services will expedite consumers’ receipt of passports.

6. Plaintiff purchased Defendant’s services in reliance on Defendant’s representations that RushMyPassport would allow him to receive his passport faster than if he applied directly through the Department of State. However, Plaintiff did not receive expedited services. Instead,

³ See *RushMyPassport*, <https://www.rushmypassport.com/>.

⁴ *Id.*

⁵ See *Courier and Expeditor Companies*, U.S. Dep’t of State, <https://travel.state.gov/content/travel/en/passports/get-fast/courier-and-expeditor-companies.html>.

Plaintiff received his passport in the same time frame that Plaintiff would have received his passport had Plaintiff processed his passport renewal directly through the Department of State. Further, he was charged fees that Expedited Travel misrepresented as fees required by, and paid directly to, the Department of State.

7. Plaintiff and Class Members would not have purchased Defendant's services, or would not have paid the prices charged for those services, had they known Defendant's representations regarding expedited passport processing were false or misleading.

8. Plaintiff brings this action individually and on behalf of the proposed Nationwide Class defined herein for negligent misrepresentation, fraudulent misrepresentation, breach of express warranty, and unjust enrichment.

PARTIES

Plaintiff Robert Shipp Jr.

9. Plaintiff Robert Shipp Jr. is a citizen of the state of New Mexico and resides in Santa Fe County, New Mexico. On September 19, 2025, Mr. Shipp purchased expedited passport-processing services from Defendant through RushMyPassport, electing the "Smart Service" option to renew his passport within 6 weeks. He chose to pay for expedited passport delivery because he intended to travel in December. Prior to purchasing Defendant's services, Plaintiff reviewed Defendant's advertising and marketing materials representing that RushMyPassport provided expedited passport services that would allow consumers to obtain passports faster than if they applied directly through the United States Department of State.

10. Mr. Shipp paid to receive his passport within 6 weeks. In purchasing Defendant's services, Plaintiff paid substantial additional fees in reliance upon Defendant's representations regarding expedited passport processing and delivery timelines. Contrary to Defendant's

representations, Plaintiff did not receive his passport faster than he would have had he applied directly through the Department of State. Plaintiff would not have purchased Defendant's services, or would not have paid the prices charged for those services, had he known Defendant's representations regarding expedited passport processing were false or misleading.

11. On information and belief, Defendant provided him his passport within the same amount of time that it would have taken Mr. Shipp to receive his passport through renewing his passport directly with the U.S. Department of State.

Defendant

12. Defendant Expedited Travel, LLC is a Florida limited liability company with its principal place of business located at 222 Clematis Street, Suite 207 West Palm Beach, Florida 33401. Defendant operates the RushMyPassport brand and markets, advertises, and sells purported expedited passport-processing services to consumers throughout the United States.

13. Defendant's registered authorized representative, Charlie Cobb, resides in Palm Beach County, Florida.

14. The address of Defendant's registered agent, Corporation Service Company, is 1201 Hays Street Suite, #1110 Tallahassee, Florida 32301.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(a) and (d), because the matter in controversy, exclusive of interest and costs, exceeds the sum or value of five million dollars (\$5,000,000.00), there are in excess of 100 Class Members, the action is a class action in which one or more Class Members are citizens of states different from Defendant, and Defendant is not a government entity.

16. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391 because Defendant regularly transacts business in this District, has its corporate headquarters located in this District, is subject to personal jurisdiction in this District, and is deemed to be a citizen of this District. Additionally, Expedited Travel advertises in this District and has received substantial revenue and profits from selling services in this District; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this District.

17. The Court has personal jurisdiction over Defendant because Defendant is headquartered in this District, maintains its principal office in West Palm Beach, Florida, regularly conducts and transacts business in this District, and directed the conduct alleged herein from this District.

FACTUAL ALLEGATIONS

18. Expedited Travel operates RushMyPassport, a passport courier service that markets and sells purported expedited passport-processing services through the website RushMyPassport.com.

19. Through RushMyPassport's website, advertising, and marketing materials, Defendant represents that its services "expedite the delivery of your passport," "save you time," and help consumers avoid costly delays. Defendant further advertises that its service fees include "expedited submission."⁶

20. Defendant also published marketing materials representing that RushMyPassport couriers deliver passport-related documents "to the passport agency and expedite the process in as little as 24 hours."⁷

⁶ See <https://www.rushmypassport.com/>.

⁷ *Id.*



21. Defendant advertises multiple tiers of purported expedited passport services. Defendant claims that, through RushMyPassport, consumers can receive passports within 1 business day for approximately \$740.00, 2-4 business days for approximately \$479.00, 7-9 business days for approximately \$299.00, 3 weeks for approximately \$199.00, and 6 weeks for approximately \$119.00, exclusive of additional fees charged by the U.S. Department of State.⁸

22. The Passport Application Fee charged by the U.S. Department of State to renew a passport directly through the State Department is \$130.⁹ The passport card fee charged by the U.S. Department of State is \$30.¹⁰ The U.S. Department of State does not charge delivery fees or processing fees for its standard processing of 4-6 weeks.¹¹

⁸ See *Select Service Options*, RushMyPassport, <https://checkout.rushmypassport.com/step-1?referer=newlp>.

⁹ *Travel Fees*, travel.state.gov, <https://travel.state.gov/content/travel/en/passports/how-apply/fees.html>.

¹⁰ *Id.*

¹¹ *Passport Fees*, travel.state.gov, <https://travel.state.gov/en/passports/apply/help/fees.html>.

3. Total Fees

Passport book	\$130.00
Standard processing (4-6 weeks)	\$0.00
Standard delivery (USPS Priority Mail/First Class Mail)	\$0.00
Total Payable to Department of State	\$130.00
Total	\$130.00

23. To expedite passport processing to 2-3 weeks, the U.S. Department of State charges an additional \$60. If a citizen elects 1-3 day return delivery after the State Department processes her passport, the State Department charges \$23.36.¹²

¹² *Id.*

SERVICE	FEE FOR EACH APPLICATION	NOTES
<u>Expedited Service</u>	\$60	Visit <u>Processing Times</u> to decide if you need expedited service. <u>Request a refund</u> if you paid the \$60 and did not get expedited service.
1-3 Day Return Delivery	\$23.36	You will receive your new passport 1-3 days after we mail it. Do not submit a pre-paid return envelope to us. We do not offer this service if you are applying for a passport card only. We only send cards via USPS First Class Mail.

24. RushMyPassport represents to customers that a government charge must be paid directly to the State Department, but RushMyPassport's purported government charges exceed the amounts that the State Department actually charges for passport renewals.¹³

¹³ *Select Service Options*, RushMyPassport, <https://checkout.rushmypassport.com/step-1?product=new-passport>.


[Questions? \(877\) 503-9838](#)


U.S. Passport Application

Select the type of passport you need.

Passport Type
Passport Renewal

To apply for a U.S. passport renewal you must be able to submit your most recent 10-year adult U.S. passport, which must be undamaged and issued within the past 15 years. Child passports cannot be renewed.

Select Expediting Options

Expediting times start once documents are received.

☐ **Emergency Service** 2 - 4 Business Days **VIP Offer - 10% Off** ~~\$598.00~~ **\$529.00**

☐ **Priority Service** 7 - 9 Business Days **Most Popular** **\$299.00**

☐ **Expedited Service** 3 Weeks **\$199.00**

☐ **Smart Service** 6 Weeks **\$119.00**

*Government fee of \$213.36 to be paid to the "U.S. Department of State" is not included.

ORDER SUMMARY

APPLICANT 1

Passport Renewal Application
No Service Selected... \$0.00

Total \$0.00
Not including \$213.36 government fee.

[Have a promo code?](#)

CONTINUE

25. RushMyPassport also charges \$29.95 for outbound shipping and \$29.95 for inbound shipping.

US Passport - Passport Renewal

Smart Service	\$119.00
Passport Card	\$34.95
Passport Protection	\$29.95
Subtotal	\$183.90
Outbound Shipping (USPS Priority)	\$29.95
Inbound Shipping (FedEx 2Day®)	\$29.95
Total Amount	\$243.80

26. Defendant represents to RushMyPassport customers that the Outbound Shipping cost is a cost required by the State Department to ship documents to the State Department. Defendant represents to RushMyPassport customers that the Inbound Shipping cost is a cost required by the State Department to ship the passport back to customers. Plaintiff understood these shipping costs to be costs required to ship documents and receive passports from the U.S. Department of State.

27. These costs are not associated with shipping costs charged by the U.S. Department of State and were fabricated by Expedited Travel. The State Department charges no outbound shipping cost. The State Department only charges an inbound shipping cost of \$23.36 for 1-3 day return delivery, and no inbound shipping costs for other types of passport delivery.

28. RushMyPassport also provides customers the option to purchase add-ons, such as a Passport Card. RushMyPassport charges \$34.95 for the Passport Card.¹⁴

Select Add-ons

- | | |
|--|----------------|
| ☐ Passport Card | \$34.95 |
| A Passport Card is an easy to carry wallet sized card that is a useful form of secondary ID. | |
| ☐ Passport Protection | \$29.95 |
| In the event your passport is lost, stolen or damaged, we will expedite a replacement. Protection covers the expedited service fee only. Does not include photos, shipping or government fees. | |
| ☐ STEP (Smart Traveler Enrollment Program) | \$25.00 |
| Sign up and receive safety and security updates for your trip. It helps the U.S. Embassy contact you in emergencies and assists family and friends in reaching you. | |

29. The Department of State charges \$30 for the Passport Card.¹⁵

¹⁴ *Select Service Options*, RushMyPassport, <https://checkout.rushmypassport.com/step-1?product=new-passport>.

¹⁵ *Passport Fees*, travel.state.gov, <https://travel.state.gov/en/passports/apply/help/fees.html>.

- The passport(s) you are renewing
- Your credit or debit card for [passport fees](#)
 - Passport book: \$130
 - Passport card: \$30
 - Passport book and card: \$160
 - 1 to 3-day delivery (optional): \$23.36

30. Prior to purchasing Defendant's services, Plaintiff reviewed Defendant's advertising and marketing materials and understood Defendant's representations to mean that purchasing RushMyPassport's services would result in him receiving his passport faster than if he applied directly through the U.S. Department of State. He understood that the government fee charge, shipping charges, and the passport card charge, charges that RushMyPassport represented would be allocated toward paying the State Department, were required to pay the State Department for passport renewal. He understood the government fee charge, shipping charges, and passport card charge were required by, and paid to, the State Department.

31. Plaintiff purchased RushMyPassport's services on September 19, 2025. To expedite his passport delivery, he paid \$243.80 to RushMyPassport, including \$119.00 for expedited passport delivery, and \$34.95 for a passport card. This number did not include an additional a "government fee" charged by RushMyPassport, which RushMyPassport claims is paid

to the U.S. Department of State.¹⁶

32. On September 23, 2025, RushMyPassport asked Mr. Shipp to correct issues with his application. He corrected it that same day.

33. Plaintiff received his passport on October 18, 2025.

34. The U.S. States Department of State independently offers expedited passport-processing services directly to consumers, including a “Get My Passport Fast” option, which provides consumers options to the public to hasten their passport procurement timeline.¹⁷ The fastest possible option that the State Department offers is passport procurement in “less than 14 days.”¹⁸

35. The Department of State expressly warns consumers that using a passport courier or expeditor company will not result in consumers receiving passports faster than if they applied directly through the Department of State. Specifically, the Department of State’s website states that consumers using courier companies “will not receive [their] passport faster than applying at one of [the Department’s] passport agencies.”¹⁹

36. Nevertheless, Defendant markets RushMyPassport in a manner that represents, implies, and conveys to reasonable consumers that purchasing Defendant’s services will allow consumers to receive passports faster than if they applied directly through the Department of State. RushMyPassport’s options include passport delivery within 1-9 business days, which are not options offered by the Department of State.

¹⁶ See *Select Service Options*, RushMyPassport, <https://checkout.rushmypassport.com/step-1?referer=newlp>.

¹⁷ <https://travel.state.gov/content/travel/en/passports/get-fast.html> (last visited May 7, 2026).

¹⁸ *Id.* (last visited May 7, 2026).

¹⁹ <https://travel.state.gov/content/travel/en/passports/get-fast/courier-and-expeditor-companies.html>

37. On information and belief, consumers using RushMyPassport do not procure their passports in less time than they would if they directly applied for a passport through the U.S. State Department.

38. Plaintiff purchased Defendant's services in reliance upon Defendant's representations regarding expedited passport processing and delivery timelines.

39. On information and belief, contrary to Defendant's representations, Plaintiff did not receive his passport materially faster than he would have had he applied directly through the Department of State's own expedited passport-processing procedures.

40. Plaintiff and Class Members purchased Defendant's services based upon their belief that by employing RushMyPassport's services, Plaintiff and Class Members would receive their passports faster than they would through direct applications to the Department of State. They reasonably believed that Defendant could and would provide the services that the company represented that it could and would provide.²⁰

41. Plaintiff and Class Members paid the government fee, passport card, and shipping charges associated with payment to the Department of State based on their reasonable belief that the charges were required by, and paid to, the Department of State. Plaintiff and Class Members would not have paid these charges had they known the fees were not collected by the Department of State.

42. Plaintiff and Class Members would not have purchased Defendant RushMyPassport's services, or would not have paid the prices charged for those services, had they known that Defendant's representations regarding RushMyPassport's expedited passport processing were false or misleading. Plaintiff and Class Members would not have purchased the

²⁰ See RushMyPassport, <https://www.rushmypassport.com/>.

Defendant's services had they known that they would not receive their passports within the timelines promised by the company.

43. Plaintiff and Class Members suffered economic injury as a result of Defendant's misrepresentations.

CLASS ACTION ALLEGATIONS

44. Pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff seek certification of a nationwide class as defined below:

Nationwide Class

All persons residing in the United States who purchased services from Defendant through RushMyPassport.

45. In addition, or in the alternative to the Nationwide Class, Plaintiff seeks to represent the following subclass:

New Mexico Subclass

All persons residing in New Mexico who purchased services from Defendant through RushMyPassport.

46. The Nationwide Class and New Mexico Subclass are collectively referred to as the "Class." Excluded from the Class are Defendant, Defendant's affiliates, officers and directors, and the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change, or expand the class definitions if discovery and/or further investigation reveal that they should be expanded or otherwise modified.

47. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the sole possession of Expedited Travel and obtainable by Plaintiff only through the discovery process, Plaintiff believes, and on that basis alleges, that many thousands of impacted Vehicles have been sold and leased nationwide.

48. **Existence/Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. whether Expedited Travel engaged in the conduct alleged herein;
- b. whether Expedited Travel misrepresented the nature of its passport services
- c. whether Expedited Travel breached express and implied warranties;
- d. whether Expedited Travel violated the New Mexico Unfair Trade Practices Act;
- e. whether Expedited Travel's conduct alleged herein violates laws as asserted herein;
- f. whether Plaintiff and Class Members overpaid for services in light of Expedited Travel's representations
- g. whether Plaintiff and Class Members have suffered an ascertainable loss;
- h. whether Plaintiff and Class Members are entitled to damages, including punitive damages, as a result of Expedited Travel's conduct alleged herein, and if so, the amount or proper measure of those damages; and
- i. whether Plaintiff and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

49. **Typicality:** Plaintiff's claims are typical of the claims of the Class since the Plaintiff purchased services from Defendant, as did each Class Member. Plaintiff and Class Members were injured in the same manner by Expedited Travel's uniform course of conduct alleged herein. Plaintiff and all Class Members have the same claims against Expedited Travel relating to the uniform conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiff and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Expedited Travel's wrongful conduct in misrepresenting its

passport services to customers. Plaintiff is advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

50. **Adequacy**: Plaintiff is an adequate representative for the Class because his interests do not conflict with the interests of the Class that he seeks to represent. Plaintiff has retained counsel competent and highly experienced in complex class action litigation—including consumer class action cases—and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and experienced counsel.

51. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and Class Members. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Expedited Travel's conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them by Expedited Travel. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, Members of the Class can be readily identified and notified based upon, inter alia, the records (including receipts, communications, and internal databases) that Expedited Travel maintains regarding its customers and the sales of its services.

52. Expedited Travel has acted on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

CLAIMS FOR RELIEF

COUNT I

**NEGLIGENT MISREPRESENTATION
(On behalf of Plaintiff and the Nationwide Class
or, alternatively, the New Mexico Subclass)**

53. Plaintiff incorporates by paragraphs 1-52 as though fully set forth at length herein.

54. Expedited Travel advertised that it could expedite passport delivery to Plaintiff and Class Members. Expedited Travel advertised that it could guarantee delivery within certain time frames and that it could deliver passports faster than passports could be delivered through using the State Department's processes. Expedited Travel knew it could not provide the services that it represented it could provide.

55. Plaintiff and Class Members relied on these representations.

56. Expedited Travel contracted with Plaintiff and Class Members to provide passport expediting services in exchange for payment. Plaintiff and Class Members reasonably relied on Expedited Travel's representations that they would receive their passports faster than they would have received their passports by going through State Department passport procurement processes. Plaintiff and Class Members reasonably relied on Expedited Travel's representations that they would receive their passports within the time frame that Expedited Travel represented.

57. Expedited Travel failed to disclose that Plaintiff and Class Members could not procure passports faster than they would have through official State Department passport procurement processes. Expedited Travel failed to disclose that they could not deliver passports within the timeline they promised Plaintiff and Class Members.

58. Expedited Travel represented to Plaintiff and Class Members that the government fee, shipping fees, and passport card fee that it charged Plaintiff and Class Members were owed to and paid to the U.S. Department of State. Plaintiff and Class Members reasonably relied on

Expedited Travel's representations that the entirety of the government fee, shipping fees, and passport card fee that they paid to Expedited Travel would be directed to the State Department.

59. Expedited Travel, through its agents, representatives, and employees, breached duties to Plaintiff and Class Members by providing false, misleading, and/or deceptive information regarding the nature of its services and fees.

60. Plaintiff and Class Members reasonably and justifiability relied upon Expedited Travel's representations. Plaintiff and Class Members purchased Expedited Travel's services as a result of its representations.

61. Due to Expedited Travel's misrepresentations, Plaintiff and Class Members have suffered injuries and damages in an amount to be proven at trial. They seek damages, or alternatively, rescission and disgorgement.

COUNT II

FRAUDULENT MISREPRESENTATION (On behalf of Plaintiff and the Nationwide Class or, alternatively, the New Mexico Subclass)

62. Plaintiff incorporates by reference paragraphs 1-52 as though fully set forth at length herein.

63. Expedited Travel advertised that it could expedite passport delivery to Plaintiff and Class Members. Expedited Travel advertised that it could guarantee delivery within certain time frames and that it could deliver passports faster than passports could be delivered through using the State Department's processes. Expedited Travel knew it could not provide the services that it represented it could provide.

64. Plaintiff and Class Members relied on these representations.

65. Expedited Travel contracted with Plaintiff and Class Members to provide passport expediting services in exchange for payment. Plaintiff and Class Members reasonably relied on

Expedited Travel's representations that they would receive their passports faster than they would have received their passports by going through State Department passport procurement processes. Plaintiff and Class Members reasonably relied on Expedited Travel's representations that they would receive their passports within the time frame that Expedited Travel represented.

66. Expedited Travel failed to disclose that Plaintiff and Class Members could not procure passports faster than they would have through official State Department passport procurement processes. Expedited Travel failed to disclose that they could not deliver passports within the timeline it promised to Plaintiff and Class Members.

67. Expedited Travel represented to Plaintiff and Class Members that the government fee, shipping fees, and passport card fee that it charged Plaintiff and Class Members were owed to and paid to the U.S. Department of State. Plaintiff and Class Members reasonably relied on Expedited Travel's representations that the entirety of the government fee, shipping fees, and passport card fee that they paid to Expedited Travel would be directed to the State Department.

68. Defendant breached its duties to Plaintiff and Class Members by providing false, misleading, and/or deceptive information regarding the nature of its services and fees.

69. Plaintiff and Class Members reasonably and justifiability relied upon Expedited Travel's representations. Plaintiff and Class Members purchased Expedited Travel's services as a result of its representations.

70. Due to Expedited Travel's misrepresentations, Plaintiff and Class Members have suffered injuries and damages in an amount to be proven at trial. They seek damages, or alternatively, rescission and disgorgement.

COUNT III

**BREACH OF EXPRESS WARRANTY
(On behalf of Plaintiff and the Nationwide Class
or, alternatively, the New Mexico Subclass)**

71. Plaintiff incorporates by reference paragraphs 1-52 as though fully set forth at length herein.

72. Expedited Travel expressly warranted to Plaintiff and Class Members by its statements and advertising that it delivers passports on an expedited timeline.

73. Expedited Travel expressly warranted to Plaintiff and Class Members that it could deliver passports to Plaintiffs and Class Members faster than Plaintiff and Class Members could receive passports through the U.S. Department of State.

74. Expedited Travel warranted to Plaintiff and Class Members that the government fee, shipping fees, and passport card fee that it charged Plaintiff and Class Members were owed to and paid to the U.S. Department of State.

75. Expedited Travel breached its express warranty with respect to the services that it could provide.

76. These warranties formed the basis of the bargain that was reached when Plaintiff and other Class Members purchased services from Defendant through RushMyPassport.

77. Plaintiff and Class Members did not receive the services that Defendant promised them.

78. As a result of Expedited Travel's actions, Plaintiff and Class Members have suffered economic damages including, but not limited to, diminished value, loss in the value of the services they purchased, and other related damages.

79. Plaintiff and Class Members suffered economic injury and demand damages, prejudgment interest, and costs.

COUNT IV

**UNJUST ENRICHMENT
(On behalf of Plaintiff and the Nationwide Class
or, alternatively, the New Mexico Subclass)**

80. Plaintiff incorporates by reference paragraphs 1-52 as though fully set forth at length herein.

81. This claim is pleaded in the alternative to any current or future warranty claims.

82. As the intended and expected result of its conscious wrongdoing, Expedited Travel profited and benefited from misrepresenting its services and fees to Plaintiff and Class Members.

83. Expedited Travel has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of Expedited Travel's misconduct alleged herein, Plaintiff and the Class were not receiving the services that they were promised. Specifically, Plaintiff and the Class Members expected that when they purchased services from RushMyPassport, they would receive their passport faster than they would have received their passport through the State Department.

84. Expedited Travel has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff and the Class, at the expense of these parties, including but not limited to the monies paid for passport expediting services.

85. Equity and good conscience prohibit Expedited Travel from retaining these profits and benefits under the circumstances.

COUNT V

**VIOLATIONS OF THE NEW MEXICO UNFAIR PRACTICES ACT,
N.M. Stat. Ann. §§ 57-12-2, *et seq.* (“NMUPA”)
(On behalf of Plaintiff and the New Mexico Subclass)**

86. Plaintiff incorporates by reference paragraphs 1-52 as though fully set forth at length herein.

87. Expedited Travel is a “person” as meant by N.M. Stat. Ann. § 57-12-2.

88. Expedited Travel was engaged in “trade” and “commerce” as meant by N.M. Stat. Ann. § 57-12-2(C) when engaging in the conduct alleged.

89. The NMUPA prohibits both unfair or deceptive trade practices and unconscionable trade practices in the conduct of any trade or commerce.

90. Expedited Travel engaged in unconscionable, unfair, and deceptive acts and practices in connection with the sale of goods or services in the regular course of its trade or commerce, including the following:

- a. Knowingly representing that its services and fees have characteristics, benefits, or qualities that they do not have, in violation of N.M. Stat. Ann. § 57-12-2(D)(5);
- b. Knowingly representing that its services and fees are of a particular standard or quality when they are of another in violation of N.M. Stat. Ann. § 57-12-2(D)(7);
- c. Knowingly using exaggeration, innuendo, or ambiguity as to a material fact or failing to state a material fact where doing so deceives or tends to deceive in violation of N.M. Stat. Ann. § 57-12-2(D)(14);
- d. Taking advantage of the lack of knowledge, experience, or capacity of its consumers to a grossly unfair degree to Plaintiff’s and the New Mexico

Subclass's detriment in violation of N.M. Stat. Ann. § 57-2-12(E)(1); and

- e. Performing these acts and practices in a way that results in a gross disparity between the value received by Plaintiff and the New Mexico Subclass and the price paid, to their detriment, in violation of N.M. Stat. § 57-2-12(E)(2).

91. Expedited Travel's representations and omissions were material because they were likely to deceive reasonable consumers.

92. Expedited Travel intended to mislead Plaintiff and New Mexico Subclass Members and induce them to rely on its misrepresentations and omissions.

93. Expedited Travel acted intentionally, knowingly, and maliciously to violate the NMUPA, and recklessly disregarded Plaintiff and New Mexico Subclass Members' rights. Expedited Travel's knowledge of the fact that the government fee, shipping fees, and passport card fee that it charged Plaintiff and Subclass Members were not owed to and paid to the U.S. Department of State, put it on notice that its services and fees were not as it advertised.

94. As a direct and proximate result of Expedited Travel's unfair, deceptive, and unconscionable trade practices, Plaintiff and New Mexico Subclass Members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and nonmonetary damages, including from not receiving the benefit of their bargain in purchasing Expedited Travel's services.

95. Plaintiff and New Mexico Subclass Members seek all monetary and nonmonetary relief allowed by law, including injunctive relief, actual damages or statutory damages of \$100 (whichever is greater), treble damages or statutory damages of \$300 (whichever is greater), and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, hereby requests that this Court enter an Order against Expedited Travel providing the following:

- A. Certification of the proposed Class(es), appointment of Plaintiff and Plaintiff's counsel to represent the proposed Class, and notice to the proposed Class to be paid by Expedited Travel;
- B. Temporarily and permanently enjoining Expedited Travel from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this complaint;
- C. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- D. An Order requiring Expedited Travel to pay both pre- and post-judgment interest on any amounts awarded;
- E. An award of costs and attorneys' fees; and
- F. Such other or further relief as may be appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury for all claims so triable.

Dated: July 23, 2026

/s/ Mariya Weekes
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