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8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 IDA LE, on behalf of herself and all
12 others similarly situated,

13 Plaintiff,

14 vs.

15 APPEARANZ INC., d/b/a UNIWIGS
16 INC.,

17 Defendant.

Case No.

CLASS ACTION COMPLAINT

18 Plaintiff Ida Le (“Plaintiff”), individually and on behalf of all others similarly
19 situated, brings this class action complaint against Defendant Appearanz Inc., d/b/a
20 UniWigs Inc. (“Defendant” or “UniWigs”). Plaintiff makes the following allegations
21 based upon, *inter alia*, the investigation made by her counsel, and based upon
22 information and belief, except as to those allegations specifically pertaining to Plaintiff
23 which are based on her personal knowledge and alleges the following:

PRELIMINARY STATEMENT

24 1. This is a proposed class action seeking monetary damages, restitution, and
25 injunctive and declaratory relief from Defendant arising from its use of surreptitiously
26 tacking on “Route Package Protection” fees on all orders placed on its website without
27 consumers’ consent.

28 2. When consumers make a purchase through UniWigs’ website, they
browse products, select items from the online store, add them to their cart, and enter

1 their billing and shipping information. Up until this point, this is all standard for an
2 online purchasing experience. However, UniWigs vastly diverts from the standard
3 experience on the final payment screen by secretly tacking on a so-called “Route
4 Package Protection” Fee, which is a percentage of the transaction that is automatically
5 added to all orders.

6 3. Never do consumers affirmatively choose to add the “Route Package
7 Protection” to their shopping cart. Instead, UniWigs secretly adds this fee without
8 consumers’ consent right before the purchase is complete.

9 4. Automatically sneaking in this fee has been deemed by the FTC to be a
10 “Digital Dark Pattern” designed to trick or manipulate consumers into making choices
11 that they might not otherwise have made.

12 5. As discussed in detail herein, sneaking in this Fee is deceptive and unfair,
13 since: a) UniWigs automatically adds this fee to consumers’ carts without their
14 permission and does not disclose this added Fee until the very last step in the multi-
15 step purchasing process; b) the Fee itself is deceptively named and described; and c)
16 UniWigs incorrectly represents that delivery is free for orders over \$200.

17 6. UniWigs hides, disguises, and fails to divulge that a “Route Package
18 Protection” fee will be automatically added to all orders to deceive consumers into
19 making purchases.

20 7. Automatically adding additional products or services to online shopping
21 carts without explicit consumer consent is a deceptive practice.

22 8. UniWigs omits and conceals material facts about purchasing items on
23 UniWigs’ website, never once informing consumers in any disclosure, at any time, that
24 the so-called “Route Package Protection” Fee will be automatically and surreptitiously
25 added to all orders.

26 9. Despite its own responsibilities to ensure the care and delivery of products
27 it sells and ships to consumers until they are delivered, UniWigs utilizes deceptive
28 tactics to foot the bill on its customers, tricking them into paying for services already

1 provided and forcing them to subsidize UniWigs' delivery liabilities and customer
2 support costs, all to the benefit of UniWigs' bottom line.

3 10. In fact, Route promises online retailers that it can help retailers make more
4 money from the shipping rates they charge consumers. For example, Route promises
5 to help retailers "protect" their "bottom line" with Route's package protection.¹

6 11. UniWigs, through its deception, protects its bottom line. Specifically,
7 UniWigs installed a widget on its website that adds a hidden, pre-selected box or toggle
8 that automatically adds junk fees like "Route Package Protection" fees, to all orders.
9 This method of adding on fees is designed to go undetected by consumers and thus
10 provide additional revenue to Defendant.

11 12. Hundreds of thousands of UniWigs customers like Plaintiff have been
12 assessed a hidden fee for which they did not bargain, and for which they derived no
13 benefit.

14 13. Consumers like Plaintiff reasonably understand UniWigs' advertised
15 price to disclose the total cost they will pay for their products, as well as the costs of
16 delivery, including any related costs associated with loss, damage, or theft of their
17 purchase in transit.

18 14. By unfairly obscuring its addition of a "Route Package Protection" Fee to
19 consumers' shopping carts, UniWigs deceives consumers and gains an unfair upper
20 hand on competitors that fairly disclose their true prices and fees.

21 15. To make matters worse, upon information and belief, UniWigs is aware
22 that by installing the Route widget, which automatically opts in consumers to "Route
23 Package Protection", most consumers will unknowingly purchase the protection.

24
25
26
27 ¹ <https://route.com> (last accessed June 12, 2026)
28

1 16. Plaintiff seeks damages and, among other remedies, injunctive relief that
2 fairly allows consumers to decide whether they will pay UniWigs' surreptitiously
3 added-on fee.

4 **PARTIES**

5 17. Plaintiff Ida Le is a resident and a citizen of Arcadia, California.

6 18. Defendant Appearanz Inc., d/b/a UniWigs Inc. is a retailer incorporated
7 and headquartered in Chino, California.

8 **JURISDICTION AND VENUE**

9 19. This Court has jurisdiction over this action under the Class Action
10 Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds \$5 million,
11 exclusive of interest and costs. The number of class members is more than 100 and at
12 least one member of the Class defined below is a citizen of a different state that is
13 diverse from Defendant's citizenship. Thus, minimal diversity exists under 28 U.S.C.
14 § 1332(d)(2)(A).

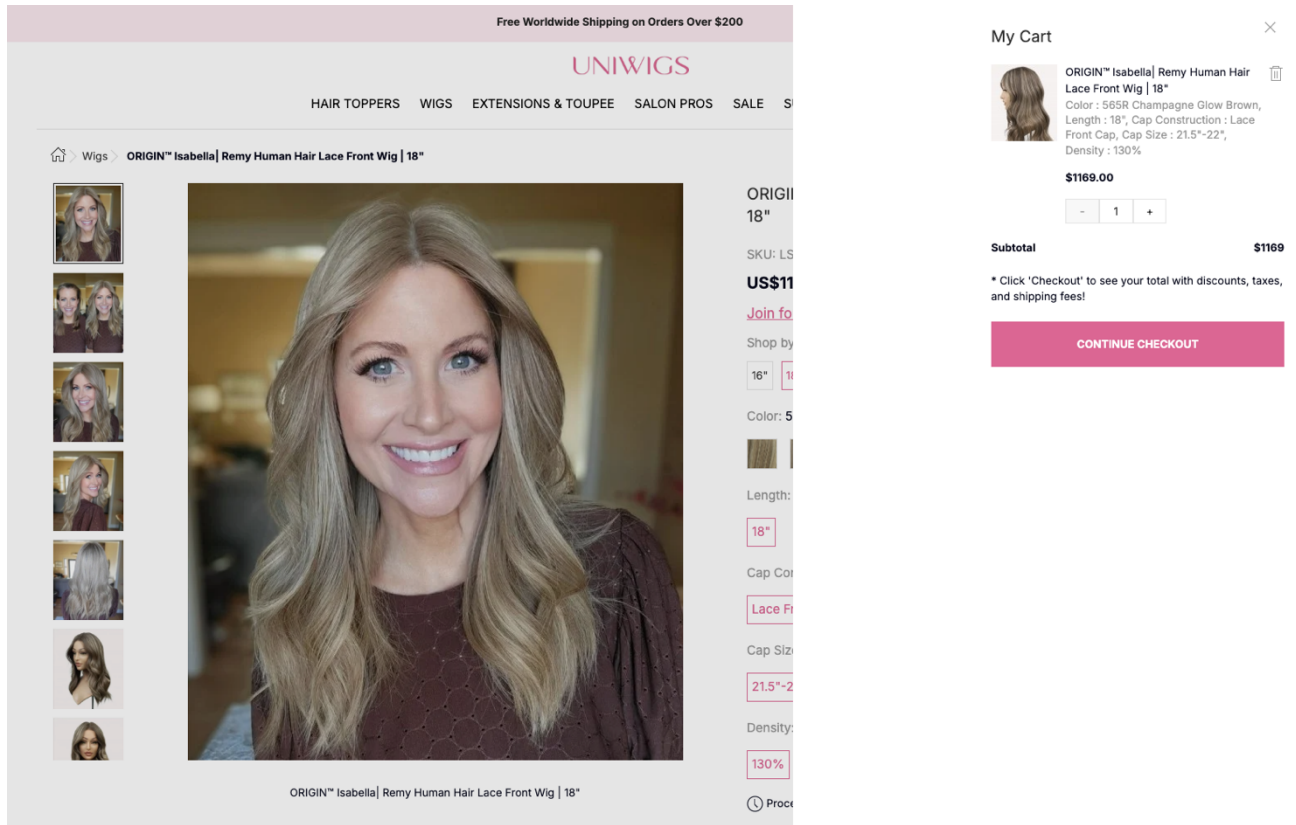
15 20. This Court has general personal jurisdiction over Defendant because
16 Defendant maintains its principal place of business in California, regularly conducts
17 business in California, and enters into contracts within the state of California.

18 21. Venue is proper in this Court because Defendant's principal place of
19 business is located in this District, and because a substantial part of the events, acts,
20 and omissions giving rise to Plaintiff's claims occurred in this District.

21 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

22 **A. UniWigs' Website Fails to Bind Users to Any Terms of Service**

23 22. When a consumer selects an item for purchase on the UniWigs website,
24 they then enter into a multi-step purchasing process in which they are first shown a
25 screen displaying their shopping cart and a subtotal, as seen on the following page.
26
27
28



23. Next, as depicted on the following page, a consumer is shown a screen that requires the entry of personal contact information, including name, phone number, email address, and billing address.

[picture shown on next page]

Free Worldwide Shipping on Orders Over \$200

UNIWIGS

HAIR TOPPERS WIGS EXTENSIONS & TOUPEE SALON PROS SALE SUPPORT SHARE & EARN

SECURE CHECKOUT

Already registered?

[CLICK HERE TO LOGIN](#)

Delivery address

Email * Password *

First name * Last name *

Address * City *

Country * State/Province/Region * Zip/Postal code *

Phone Number *

☐ Sign up for UniWigs SMS! Only deals, live updates, and more. Msg frequency varies, and you can unsubscribe at any time.

Note: Please make sure to provide a phone number where you can be reached. If your phone number is incorrect or incomplete, we will not be able to deliver your package.

☐ Use the different address for billing

SAVE

ORIGIN™ Isabella | Remy Human Hair Lace Front Wig | 18"

Color : 565R Champagne Glow Brown, Length : 18", Cap Construction : Lace Front Cap, Cap Size : 21.5"-22", Density : 130%

Processing Time: 1-2 business days

— 1 +

\$1,169.00

Route Package Protection **\$35.10**

Donation For Love **\$1.00**

Coupon code (1 code per order) **APPLY**

Shipping Protection from Damage, Loss & Theft for \$35.10

Donate & Support

BREAST CANCER ALLIANCE **BREASTCANCER.ORG**

Donate **\$1.00**

Yes, I'd love to donate for love.

Products	\$1205.1
Subtotal	\$1205.1
Total	\$1205.1

24. After consumers input their contact information, they are prompted to press the "SAVE" button which directs consumers to select their delivery method, as shown below.

CHOOSE YOUR DELIVERY METHOD SHIPPING POLICY

☒	US Ground	Free
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Thank you for shopping with us this Black Friday! Due to the high volume of orders, processing and delivery may take a little longer than usual. Thank you for your patience!

Donate & Support

BREAST CANCER ALLIANCE **BREASTCANCER.ORG**

Donate **\$1.00**

Yes, I'd love to donate for love.

Products	\$1205.1
Subtotal	\$1205.1
Shipping	Free shipping!
Total	\$1205.1

Type your order note here...

☒ I have read and agree to all the terms of [RETURN POLICY](#)

SUBMIT ORDER

25. Next to the delivery method, UniWigs includes a hyperlink labeled “Shipping Policy,” which reiterates the offer of free shipping on orders exceeding \$200 and further states that U.S. ground shipping costs \$17 for purchases under \$200, while international shipping costs \$29.89 for purchases under \$200.

26. Nowhere in this policy does UniWigs represent that consumers will automatically be assessed a Route Package Protection Fee in addition to any shipping costs.

27. Finally, consumers are directed to input their payment information to finalize the transaction.

Payment

All transactions are secure and encrypted.



Guaranteed safe & secure checkout

Powered by **stripe**



Select PayPal as your payment method, you will be redirected to PayPal to securely complete your purchase.



No Interest if paid in full in 6 months
on purchases of \$99+

US customers only. Subject to credit approval. [See terms](#)



sezzle



SHOP NOW, PAY LATER.

4 PAYMENTS | 0% INTEREST

United States and Canada Only! [learn more](#)



ORIGIN™ Isabella Remy Human Hair
Lace Front Wig | 18"

\$1,169.00 x1



Donation

\$1.00 x1



Route Package Protection

\$35.10

Your Order:

Order Number

100227821

Subtotal

\$1,205.10

Total Amount

\$1,205.10

PAY NOW

28. During the multi-step process, UniWigs users are never required to view UniWigs' terms of service and are never required to affirmatively consent to UniWigs' terms of service.

1 29. As such, Plaintiff and consumers were not provided with adequate notice
2 of UniWigs' Terms of Service and thus are not bound to them.

3 **B. UniWigs' Use of Route**

4 30. UniWigs is a retailer whose hair products may be purchased online
5 through its website uniwigs.com

6 31. When consumers purchase items through UniWigs' website, Defendant
7 automatically and surreptitiously adds "Route Package Protection" into their shopping
8 carts at the last stage of the transaction, which purports to provide shipping insurance
9 for their product.

10 32. Pursuant to the Uniform Commercial Code ("UCC"), the default rule is
11 that a merchant seller cannot transfer risk of loss to the buyer until the buyer has
12 actually received the merchandise. *See* Unif. Commercial Code § 2-509(3); *see also*
13 Cal. Com. Code § 2509(3).

14 33. As a result of this inherent risk, ecommerce retailers purported to spend
15 in excess of 18% of every dollar gained through online sales towards fulfillment costs
16 like packaging, delivery, and customer support.²

17 34. Route is an e-commerce service provider that purports to relieve retailers
18 of these costs in two ways: 1) providing "shipping insurance," which shifts the risk of
19 loss to Route, the carrier, rather than remaining with the merchant; and 2) providing
20 customer support for shipment related issues.

21 35. Route touts that it provides "instant resolutions and world-class support"
22 to a retailer's customers, having resolved over one million shipping related customer
23 support tickets. For a fee as low as \$349/month, a retailer can offload its potential
24 liability for lost, stolen or damaged shipments to Route, saving the significant costs it
25 would otherwise have to spend itself on delivery liabilities and customer support
26 resolutions.

27 _____
28 ² *See* <https://gcelogistic.com/e-commerce-grows-retailers-find-fulfillment-costs-rising-step/>

1 36. However, the way Route can offer such a low-cost service, and the way
2 the retailer can achieve such great savings, is that Route charges the *consumer* a “Route
3 Package Protection” Fee on each transaction.

4 37. As a matter of course, the consumer who bears the expense of this fee is
5 not afforded any additional security or “insurance” as to the successful and safe
6 delivery of their purchase; by default, the merchant seller bears the risk of loss until the
7 goods are received by the buyer.

8 38. Accordingly, the only insuring effect is to the benefit of the seller, who
9 has shifted any of that liability to Route.

10 39. Consequently, rather than paying for any benefit that they would
11 otherwise not receive, UniWigs uses Route to make consumers pay separately for *its*
12 *own* insurance and customer support needs, all the while benefiting UniWigs’ bottom
13 line to consumers' financial detriment.

14 40. Reasonable consumers rely on Defendant’s representations and omissions
15 regarding the shipping protection, which Plaintiff did in this case, and Defendant
16 deceives them by overtly and implicitly misrepresenting that absent their purchase of
17 the Route Package Protection, consumers would bear the risk of loss or damage to their
18 ordered goods.

19 41. To make matters worse, UniWigs uses deceptive, dark pattern practices to
20 trick consumers into unwittingly bearing the costs of this erroneous fee.

21 **C. Sneaking in and Automatically Adding “Route Package Protection”**
22 **is Misleading and Deceptive**

23 42. The FTC defines unlawful dark patterns to include any online “design
24 practices that trick or manipulate users into making decisions they would not otherwise
25 have made and that may cause harm.”³

26
27
28 ³FTC, Bringing Dark Patterns to Light, at 2 (September 2022), <https://www.ftc.gov/reports/bringing-dark-patterns-light>.

1 43. UniWigs uses manipulative and deceptive user-interface (i.e. “dark
2 patterns”) to trick consumers into purchasing Route Package Protection.

3 44. First, this Route Package Protection is automatically added to consumers’
4 shopping carts, without their affirmative consent, at the final stage of the purchasing
5 process after consumers have invested ample time and have already decided to make a
6 purchase.

7 45. Because the Route Protection Package is surreptitiously added to
8 consumers’ shopping carts at the very end of a transaction, many consumers may not
9 realize that they are being charged for this unwanted product or service, leading to
10 unintentional purchases and overpayments by consumers.

11 46. Similarly, Defendant misleads reasonable consumers by failing to disclose
12 the nature of the charge, or that the fee does not provide any additional value to the
13 consumer, as their packages are already “insured” in that Defendant, as a merchant-
14 seller, bears the risk of loss or damage to the goods until they are duly delivered to the
15 consumer.

16 47. Further, instead of obtaining consumers’ express and informed consent
17 before adding this charge for an unnecessary product or service, UniWigs’ checkout
18 page presents the “package protection” as a *prechecked* box in small script. This is
19 unlike other companies that require consumers to affirmatively check a box to agree to
20 an additional product or service such as shipping protection or express shipping
21 options.

22 48. UniWigs prechecks the box to dupe consumers into paying for this
23 unnecessary fee, capitalizing on the fact that countless consumers will not notice the
24 additional charge.

25 49. The FTC states, “[f]or [y]ears, unscrupulous direct-mail and brick-and-
26 mortar retailers have used design tricks and psychological tactics such as pre-checked
27 boxes, hard-to-find-and read disclosures, and confusing cancellation policies to get
28 consumers to give up their money or data.” *FTC Report Shows Rise in Sophisticated*

1 *Dark Patterns Designed to Trick and Trap Consumers*, September 15, 2022
 2 (available at [https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)
 3 [report-shows-rise-sophisticated-dark-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)).

4 50. Additionally, the FTC notes in its *Enforcement Policy Statement*
 5 *Regarding Negative Option Marketing* that “[a] **‘pre-checked box’ does not**
 6 **constitute affirmative consent.**”⁴ Similarly, an item automatically added to the cart,
 7 without having done anything whatsoever to add that item, does not constitute
 8 affirmative consent.

9 51. Finally, adding to the consumer confusion is that there is no clear way to
 10 avoid paying for the fee. Unlike other products that can be easily removed from a
 11 shopping cart, the Route Package Protection can only be removed if a consumer
 12 unselects the prechecked box, displayed separate and apart from their shopping cart
 13 “bag”.

14 52. Simply put, many consumers do not notice that an additional fee is being
 15 added to their order. Others believe that they have no choice but to pay this fee. And
 16 others still notice the previously undisclosed fee, but decide to go through with the
 17 purchase anyway: they have already invested substantial time and effort inputting their
 18 information into Defendant’s system.

19 53. UniWigs fails to adequately disclose to consumers how to avoid paying
 20 for the Route Package Protection.

21 **C. UniWigs Omits and Conceals Material Facts About the Costs of** 22 **Delivery**

23 54. First, because the “Route Package Protection” Fee is not disclosed until
 24 the last stage of checkout, UniWigs misrepresents the cost of the products on which the
 25 consumer relies in placing an order.

26 _____
 27 4

28 [https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_opti](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf)
[on_policy_statement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 13 (emphasis added).

1 55. Further, UniWigs prominently advertises on multiple pages of its website
2 that it can provide worldwide shipping for no additional cost for orders over \$200. In
3 its Shipping Policy, UniWigs also advertises that U.S. ground shipping costs \$17 for
4 purchases under \$200, while international shipping costs \$29.89 for purchases under
5 \$200.

6 56. However, these representation of shipping costs are false because
7 UniWigs surreptitiously tacks on an additional delivery fee described as the Route
8 Package Protection Fee. Moreover, the Fee is surreptitiously combined into the
9 “subtotal” along with the actual retail items purchased.

10 57. By assessing the Route Package Protection Fee to all orders placed on
11 UniWigs’ website, the advertised price for any specific hair product is false.

12 58. By unfairly obscuring its true fees to consumers, UniWigs deceives
13 consumers and gains an unfair upper hand on competitors that fairly disclose their true
14 fees. Indeed, other major fashion retailers in the U.S. do not assess fees outside of those
15 properly disclosed at the outset of a consumer’s order.

16 59. In short, the disclosed item cost on UniWigs’ website is not accurate, due
17 to the Route Package Protection Fee that UniWigs deceptively adds late in the ordering
18 process.

19 60. UniWigs does not inform consumers of the true costs of its products and
20 delivery service.

21 61. Moreover, the Route Package Protection Fee assessed is never reasonably
22 disclosed to consumers until it shows up as a line item in their shopping cart—after the
23 purchase process is largely complete. This process fails to provide an adequate advance
24 warning to customers that additional fees will be imposed on their purchases.

25 62. Many consumers do not notice that these fees are being added to their
26 order. Others believe that they have no choice but to pay these fees. And others still
27 notice the previously undisclosed fees but decide to go through with the purchase
28 anyway unsure of how it can be removed from their Cart after it was automatically

1 added: they have already invested substantial time and effort inputting their
 2 information into UniWigs' system. Consumers are disincentivized to start over and
 3 research whether there is a way to avoid these fees, or to uncover that Defendant itself
 4 is responsible for the risk of loss during shipment by default, rendering the "protection"
 5 superfluous. The deceptive checkout practice has done its job and diverted the inflated
 6 sale to UniWigs.

7 63. In any of these situations, the result is the same: a consumer who otherwise
 8 would have found a way to pay without paying the fees, ends up paying the fees.
 9 Defendant profits while Plaintiff and the class pay more.

10 64. This is a classic case of "Drip pricing". "Drip pricing" works because as
 11 research has shown, "our brains tend to fix on the price we first encountered even after
 12 we learn the total cost. And even when consumers learn about the hidden fees, they
 13 often pay up rather than shop around . . . because they figure that 'investing more time
 14 into searching for it will not be worthwhile.'"⁵

15 65. By unfairly obscuring its charges to consumers, UniWigs deceives
 16 consumers and gains an unfair upper hand on competitors that fairly disclose their true
 17 charges.

18 **D. The Route Package Protection Fee Is a Junk Fee That Violates**
 19 **Federal Guidance**

20 66. UniWigs' fee is precisely the type of "Junk Fee" that has come under
 21 government scrutiny in recent years:

22
 23 Junk fees are fees that are mandatory but not transparently disclosed to
 24 consumers. Consumers are lured in with the promise of a low price, but
 25 when they get to the register, they discover that price was never really
 26 available. Junk fees harm consumers and actively undermine competition

27 ⁵ Santul Narkar, *It's a Great Deal, Before the 'Drip Pricing'*, New York Times,
 28 available at <https://www.nytimes.com/interactive/2024/02/23/business/what-is-drip-pricing.html> (quoting Professor David Friedman of Willamette University).

1 by making it impractical for consumers to compare prices, a linchpin of
2 our economic system.⁶

3 67. As the Federal Trade Commission said recently in its effort to combat
4 Junk Fees:

5 [M]any consumers said that sellers often do not advertise the total amount
6 they will have to pay, and disclose fees only after they are well into
7 completing the transaction. They also said that sellers often misrepresent
8 or do not adequately disclose the nature or purpose of certain fees, leaving
9 consumers wondering what they are paying for or if they are getting
10 anything at all for the fee charged.

11 Fed. Trade Comm’n, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would*
12 *prohibit hidden and falsely advertised fees*, October 11, 2023, available at
13 [https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees)
14 [junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

15 68. In July of 2024, California expanded its Consumer Legal Remedies Act
16 (“CLRA”) to expressly make illegal “drip pricing,” which involves advertising a price
17 that is less than the actual price that a consumer will have to pay for a good or service.
18 California Civil Code Section 1770(a)(29). Under the new California law, it is illegal
19 to advertise a low price for a product, only for that product to be subject to additional
20 or mandatory fees later. In other words, “the price listed or advertised to the consumer
21 must be the full price that the consumer is required to pay.”⁷ As the California
22 Department of Justice stated:

23 Businesses are free to explain how they set their prices or to *subsequently*
24 itemize the charges that make up the total price that they charge

25 ⁶ The White House, *The Price Isn’t Right: How Junk Fees Cost Consumers and*
26 *Undermine Competition*, March 5, 2024, available at
27 [https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3)
28 [how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3](https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3).

⁷ See California Department of Justice, Office of the Attorney General, *SB 478*
Frequently Asked Questions, available at
[https://oag.ca.gov/system/files/attachments/press-](https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf)
docs/SB%20478%20FAQ%20%28B%29.pdf (last accessed June 12, 2026).

1 customers. However, the price they advertise or display must be the total
2 price that customers will have to pay for the good or service. Knowing the
3 price of a good of service is essential to competition, and displaying a
price that is less than what the customer will actually be charged is
deceptive.

4 *Id.* at p. 4 (emphasis added)

5 69. In its 2013 publication “.com Disclosures: How to Make Effective
6 Disclosures in Digital Advertising, the FTC makes clear that when advertising and
7 selling are combined on a website, and the consumer will be completing the transaction
8 online, the disclosures should be provided before the consumer makes the decision to
9 buy – for example, before the consumer “add[s] to shopping cart.” Fed. Trade Comm’n,
10 *How to Make Effective Disclosures in Digital Advertising* at ii, 14 (Mar. 2013),
11 available at [https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf)
12 [staff-revises-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).

13 70. Defendant uses deceptive tactics to induce consumers into entering
14 transactions and then tricks them into paying for something they are already paying for
15 by the very nature of Defendant’s merchant business.

16 71. Defendant violates federal guidance and California Law by adding the
17 Route Package Protection fee as a line item well after the consumer “add[s] to shopping
18 cart,” and by charging consumers a fee that purports to provide shipping insurance that
19 Defendant, as a matter of law, was already required to provide.

20 **E. Plaintiff’s Experience**

21 72. Plaintiff used the UniWigs website to place an order for a hair topper on
22 February 14, 2026.

23 73. When using the website, based on Defendant’s pricing representations,
24 Plaintiff was repeatedly informed that her cart total would be \$359.00.

25 74. However, unbeknownst to Plaintiff, Plaintiff’s purchase included a
26 surreptitious Route Package Protection Fee amounting to \$9.18 that—for the reasons
27 described above—in fact represented an additional product and delivery fee tacked on
28 to Plaintiff’s order.

1 81. **Numerosity:** At this time, Plaintiff does not know the exact size of the
2 Classes; however, due to the nature of the trade and commerce involved, Plaintiff
3 believes that the Class members are well into the thousands and thus are so numerous
4 that joinder of all members is impractical. The number and identities of the members
5 of the Classes are administratively feasible and can be determined through appropriate
6 discovery in the possession of the Defendant.

7 82. **Commonality:** There are questions of law or fact common to the Classes,
8 which include, but are not limited to the following:

- 9 a. Whether during the class period, Defendant deceptively represented
10 its Fees for orders on charlotterusse.com;
- 11 b. Whether Defendant's alleged misconduct misled or had the
12 tendency to mislead consumers;
- 13 c. Whether Defendant engaged in unfair, unlawful, and/or fraudulent
14 business practices under the laws asserted;
- 15 d. Whether Defendant's alleged conduct constitutes violations of the
16 laws asserted;
- 17 e. Whether Plaintiff and members of the Classes were harmed by
18 Defendant's misrepresentations;
- 19 f. Whether Plaintiff and the Classes have been damaged, and if so, the
20 proper measure of damages; and
- 21 g. Whether an injunction is necessary to prevent Defendant from
22 continuing to deceptively represent the amount for orders on
23 charlotterusse.com.

24 83. **Typicality:** Like Plaintiff, many other consumers ordered products for
25 delivery from UniWigs' website, believing that the price reflected throughout the
26 check-out process represented the total Plaintiff and other consumers would pay for
27 their order. Plaintiff's claims are typical of the claims of the Classes because Plaintiff
28 and each Class member was injured by Defendant's false representations about the true

1 nature of UniWigs' products and delivery service. Plaintiff and the Classes have
2 suffered the same or similar injury as a result of Defendant's false, deceptive and
3 misleading representations. Plaintiff's claims and the claims of members of the Classes
4 emanate from the same legal theory and Plaintiff's claims are typical of the claims of
5 the Classes, therefore, class treatment is appropriate.

6 **84. Adequacy of Representation:** Plaintiff is committed to pursuing this
7 action and has retained counsel competent and experienced in prosecuting and
8 resolving consumer class actions. Plaintiff will fairly and adequately represent the
9 interests of the Classes and does not have any interests adverse to those of the Classes.

10 **85. The Proposed Class Satisfies Prerequisites for Injunctive Relief.**
11 Defendant has acted or refused to act on grounds generally applicable to the Classes,
12 thereby making appropriate final injunctive and equitable relief with respect to the
13 Classes as a whole. Plaintiff remains interested in ordering products for delivery
14 through UniWigs' website; there is no way for her to know when or if Defendant will
15 cease deceptively misrepresenting the cost of delivery.

16 **86.** Specifically, Defendant should be ordered to disclose the true costs of its
17 products and delivery service.

18 **87.** Defendant's ongoing and systematic practices make declaratory relief
19 with respect to the Classes appropriate.

20 **88. The Proposed Classes Satisfy the Prerequisites for Damages.** The
21 common questions of law and fact enumerated above predominate over questions
22 affecting only individual members of the Classes, and a class action is the superior
23 method for fair and efficient adjudication of the controversy. The likelihood that
24 individual members of the Classes will prosecute separate actions is remote due to the
25 extensive time and considerable expense necessary to conduct such litigation,
26 especially when compared to the relatively modest amount of monetary, injunctive,
27 and equitable relief at issue for each individual member of the Classes.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Unjust Enrichment

(On Behalf of Plaintiff and the Nationwide Class)

89. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-88 as if fully set forth herein.

90. To the detriment of Plaintiff and the Nationwide Class, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

91. Plaintiff and the Nationwide Class conferred a benefit on Defendant when they paid Defendant the “Route Package Protection” Fee, which they did not agree to and could not reasonably avoid.

92. Plaintiff and the Nationwide Class members conferred a benefit on Defendant when they paid the “Route Package Protection” Fee, which they did not bargain for and could not reasonably avoid, and for which the associated benefits were already owed to them by default under their agreements with Defendant.

93. As a result, Defendant was benefited in that it was able to relieve itself of its obligations and liabilities related to the risk of loss in delivering its goods to Plaintiff and the Class members, and the costs that would otherwise be associated with fulfilling these delivery obligations, including customer support costs.

94. Plaintiff and the Nationwide Class members received no benefit for which they were not already entitled as a result of Defendant’s conduct.

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

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

97. Plaintiff and the Nationwide Class, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

SECOND CLAIM FOR RELIEF
Violation of California's Unfair Competition Law
(Cal. Bus. & Prof. Code § 17200, et seq.)
(On Behalf of Plaintiff and the California Subclass)

98. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-88 as if fully set forth herein.

99. Plaintiff brings this claim on behalf of herself and the California Subclass.

100. In this Second Claim for Relief, the California Subclass is hereinafter referred to as the "Class".

101. Defendant's conduct described herein violates the Unfair Competition Law ("UCL"), codified at California Business and Professions Code section 17200, *et seq.*

102. 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.

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

104. 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.

105. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the public.

106. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

1 107. Defendant committed unfair and fraudulent business acts and practices in
2 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly
3 misrepresenting the presence and nature of its “Route Package Protection” Fee.

4 108. Defendant’s acts and practices offend an established public policy of
5 truthful advertising and fee disclosure in the marketplace, and constitute immoral,
6 unethical, oppressive, and unscrupulous activities that are substantially injurious to
7 consumers.

8 109. The harm to Plaintiff and the Class outweighs the utility of Defendant’s
9 practices. There were reasonably available alternatives to further Defendant’s
10 legitimate business interests, other than the misleading and deceptive conduct
11 described herein.

12 110. Defendant’s conduct also constitutes an “unlawful” act under the UCL
13 because it also constitutes a violation of sections 1770(a)(5) and (a)(9) of the California
14 Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code section 1750, *et seq.*

15 111. Defendant’s business practices have misled Plaintiff and the proposed
16 Class and, unless enjoined, will continue to mislead them in the future.

17 112. Plaintiff relied on Defendant’s misrepresentations in making her purchase.

18 113. By falsely marketing its products and delivery services, Defendant
19 deceived Plaintiff and Class members into making purchases they otherwise would not
20 make and paying more than they should have.

21 114. As a direct and proximate result of Defendant’s unfair, fraudulent, and
22 unlawful practices, Plaintiff and Class members suffered and will continue to suffer
23 actual damages. Defendant’s fraudulent conduct is ongoing and presents a continuing
24 threat to Plaintiff and Class members that they will be deceived. Plaintiff desires to
25 conduct further business with Defendant but cannot rely on Defendant’s
26 representations unless an injunction is issued.

27 115. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has
28 been unjustly enriched and should be required to disgorge its unjust profits and make

1 restitution to Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code § 17203
2 and 17204.

3 116. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff
4 and the members of the Class, on behalf of the general public, seek an order of this
5 Court enjoining Defendant from continuing to engage, use, or employ their unfair,
6 unlawful, and fraudulent practices.

7 117. Plaintiff has no adequate remedy at law in part because Defendant
8 continues to add its Route Protection Package fees to purchases. Plaintiff also has an
9 interest in using UniWigs in the future should they remove this fee and/or disclose it
10 appropriately. Plaintiff therefore seeks an injunction on behalf of the general public to
11 prevent Defendant from continuing to engage in the deceptive and misleading practices
12 described herein.

13 **THIRD CLAIM FOR RELIEF**
14 **False and Misleading Advertising**
15 **(Bus. & Prof. Code §§ 17500, et seq.)**
16 **(On Behalf of Plaintiff and the California Subclass)**

17 118. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs
18 1-88 as if fully set forth herein.

19 119. Plaintiff brings this claim on behalf of herself and the California Subclass.

20 120. In this Third Claim for Relief, the California Subclass is hereinafter
21 referred to as the “Class”.

22 121. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code
23 section 17500, states that “[i]t is unlawful for any . . . corporation . . . with intent . . . to
24 dispose of . . . personal property . . . to induce the public to enter into any obligation
25 relating thereto, to make or disseminate or cause to be made or disseminated . . . from
26 this state before the public in any state, in any newspaper or other publication, or any
27 advertising device, or by public outcry or proclamation, or in any other manner or
28 means whatever, including over the Internet, any statement . . . which is untrue or
misleading and which is known, or which by the exercise of reasonable care should be
known, to be untrue or misleading”

1 122. Further, the FAL provides that: “Any advertisement, including any
2 advertisement over the Internet, soliciting the purchase or lease of a product or service,
3 or any combination thereof, that requires, as a condition of sale, the purchase or lease
4 of a different product or service, or any combination thereof, ***shall conspicuously***
5 ***disclose in the advertisement the price of all those products or services.***” Cal. Bus. &
6 Prof. Code §17509(a).

7 123. Defendant materially misrepresents the true costs of its products and
8 services by 1) surreptitiously adding the Route Protection Package to consumers' carts
9 without their consent; 2) falsely advertising zero cost shopping on orders over \$200;
10 and 3) failing to disclose in its advertisements the true price of all products and services
11 charged.

12 124. Defendant knowingly misrepresents the costs of its products in its online
13 advertisements

14 125. Further, Defendant materially misrepresents the character and nature of
15 the purported service provided through the Route Package Protection Fee, as it provides
16 no additional benefit to consumers.

17 126. Defendant’s material misrepresentations and omissions alleged herein
18 violate Business and Professions Code section 17500.

19 127. Defendant knew or should have known that its misrepresentations and
20 omissions were false, deceptive, and misleading.

21 128. Pursuant to Business and Professions Code sections 17203 and 17500,
22 Plaintiff and the members of the Class, on behalf of the general public, seek an order
23 of this Court enjoining Defendant from continuing to engage, use, or employ their
24 deceptive practices.

25 129. Further, Plaintiff requests an order awarding Plaintiff and Class members
26 restitution of the money wrongfully acquired by Defendant by means of said
27 misrepresentations.
28

130. Additionally, Plaintiff and the Class members seek an order requiring Defendant to pay attorneys' fees pursuant to California Civil Code section 1021.5.

FOURTH CLAIM FOR RELIEF
Violation of California's Consumer
Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750, et seq.

(On Behalf of Plaintiff and the California Subclass)

131. Plaintiff repeats, realleges, and incorporates the allegations in Paragraphs 1-88 as if fully set forth herein.

132. Plaintiff brings this claim on behalf of herself and the California Subclass.

133. In this Fourth Claim for Relief, the California Subclass is hereinafter referred to as the "Class".

134. This cause of action is brought pursuant to the Consumers Legal Remedies Act (CLRA), California Civil Code § 1750, *et seq.* Plaintiff and each member of the proposed Class are "consumers" as defined by California Civil Code § 1761(d). Defendant's products and delivery services offered to consumers in exchange for payment are "transactions" within the meaning of California Civil Code § 1761(e). The products purchased by Plaintiff and the Class are "goods" within the meaning of California Civil Code § 1761(a).

135. Defendant violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class which were intended to result in, and did result in, the sale of UniWigs products:

- a. "Representing that goods or services have . . . characteristics . . . that they do not have";
- b. "Using deceptive representations . . . in connection with . . . services";
- c. "Advertising goods or services with intent not to sell them as advertised"; and
- d. "Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges."

1 136. Specifically, UniWigs affirmatively and knowingly misrepresented the
2 price of any given product on its website. UniWigs failed to inform consumers in any
3 disclosure, at any time, that the so-called “Route Package Protection” Fee would be
4 automatically tacked on to their purchase total at the last possible opportunity.

5 137. Further, UniWigs affirmatively and knowingly misrepresented the
6 purpose and nature of the Route Shipping Protection Fee, as it provides no additional
7 benefit to consumers that they are not already entitled to.

8 138. At no time does Defendant disclose the true nature of its “Route Package
9 Protection” Fee; instead, it repeatedly conceals and misrepresents this material
10 information at several steps of the transaction process.

11 139. Defendant’s conduct and actions are deceptive, untrue, and misleading to
12 reasonable consumers and will continue to mislead consumers in the future.

13 140. Plaintiff relied on Defendant’s representations in making her purchase.

14 141. As a result of Defendant’s deceptive practices, Plaintiff overpaid for her
15 purchase.

16 142. As a direct and proximate result of Defendant’s misconduct, Plaintiff and
17 the Class members have suffered and will continue to suffer damages.

18 143. Pursuant to California Civil Code section 1782(a), Plaintiff’s counsel
19 provided proper notice to Defendant of Plaintiff’s intent to pursue damages under the
20 Consumers Legal Remedies Act, and provided Defendant a reasonable opportunity to
21 cure.

22 144. Accordingly, Plaintiff is entitled to recover damages, reasonable
23 attorneys’ fees, and all other relief available under law.

24 145. Pursuant to Cal. Civ. Code § 1750, et seq., Plaintiff seeks an order of this
25 Court enjoining Defendant from continuing to engage, use, or employ their deceptive
26 pricing practices in violation of the CLRA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the members of the Classes seek an Order:

1. Certifying the proposed Classes and Subclass;
2. Declaring that Defendant is financially responsible for notifying the Classes members of the pendency of this suit;
3. Declaring the Defendant has committed the violations of law alleged herein;
4. Providing for any and all injunctive relief the Court deems appropriate;
5. Awarding statutory damages in the maximum amount for which the law provides;
6. Awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount that the Court or jury will determine, in accordance with applicable law;
7. Providing for any and all equitable monetary relief the Court deems appropriate;
8. Awarding punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;
9. Awarding Plaintiff her reasonable costs and expenses of suit, including attorneys' fees;
10. Awarding pre- and post-judgment interest to the extent the law allows;
- and
11. Providing such further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff 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: June 16, 2026

By: */s/ Scott Edelsberg*
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