IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

Nancy Helmold, individually and on behalf of all others similarly situated, Plaintiff, v. Vanco Payment Solutions, LLC, Defendant.	Case No. 2026CH01243 Jury Trial Demanded

CLASS ACTION COMPLAINT

Plaintiff, Nancy Helmold ("Plaintiff"), individually and on behalf of other similarly situated individuals, brings this Class Action Complaint and demand for jury trial against Defendant, Vanco Payment Solutions, LLC ("Defendant"), and in support states as follows:

NATURE OF THE ACTION

1. Defendant is a Minnesota-based company that provides online payment technology to K-12 school districts across the United States. Defendant owns and operates the MySchoolAccount interface, a software product marketed to school districts for managing student lunch accounts and payments.

2. MySchoolAccount functions as an Online Student Information System ("SIS") for lunch account payments. SIS's are software platforms used by K-12 school districts to manage student records and district operations. These systems typically include modules for student demographics, class schedules, attendance, grades, parent portals, state reporting, compliance, discipline and special education plans, human resources, payroll, and finance.

3. SIS platforms, including MySchoolAccount, do not themselves process payments. Instead, school districts integrate the MySchoolAccount portal so that parents can initiate lunch

money payments through the MySchoolAccount SIS interface, while Defendant acts as the merchant of record and processes the payments. In other words, while MySchoolAccount operates as an interface that allows parents to make lunch money payments, the payments are processed by Defendant Vanco. MySchoolAccount is not itself a payment processing platform – it is a vehicle for Defendant to process payments itself.

4. Defendant, outside of its internal MySchoolAccount software, also integrates with other widely-used SIS's and school food service platforms, including PowerSchool, Skyward (Family Access and Qmlativ), Café Enterprise, Meals Plus, Nutrikids, JMC, eTrition, Lumen, QSP, School Dining, Springbrook, Tyler Food, WebSmartt, WinSNAP, and Wordware.[1] These integrations allow data regarding lunch account balances and transactions to flow between these SIS's and Defendant's payment portal, but the SIS's do not impose or collect any fees; all fees are imposed by Defendant.

5. Parents are automatically directed from an SIS to Defendant's portal when they add money to a student's lunch account.

6. This class action challenges Defendant's business practice of imposing a flat $4 "Transaction Fee" each time a parent adds money to a student's lunch account utilizing Defendant's portal.

7. The Transaction Fee is disclosed for the first time to parents only at the final payment screen, after the parent has already selected a deposit amount and been routed into Defendant's payment flow. No disclosure of this fee is provided in any account setup materials, pre-transaction notifications, or any marketing or explanatory content describing the portal.

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[1] https://www.myschoolaccount.com/school-lunch-payment-portal.html.

8. In reality, the Transaction Fee functions as a credit/debit card surcharge collected by Defendant and is not tied to any cost imposed by the school district itself. Nor is it tied to any cost incurred by Defendant in connection with its processing of school lunch payments.

9. Defendant's imposition of the flat, undisclosed Transaction Fee, revealed only at the final stage of a lunch payment transaction, constitutes a deceptive "drip pricing" scheme. Defendant's promotional materials and user experience do not inform parents of this fee prior to final checkout, nor are parents apprised of the fee in the integrated SIS's. As a result, parents are misled about the total cost of making lunch money payments and are prevented from engaging in informed decision-making.

10. More specifically, when a parent logs into an SIS and selects to add funds to a lunch account, there is no disclosure of the Transaction Fee inside the SIS. The parent proceeds to select an amount to deposit, advances to Defendant's MySchoolAccount interface, and is presented with the $4 fee only at the final checkout page.

11. At that point, a parent has no realistic ability to abandon the transaction without leaving their child's lunch account unfunded, effectively coercing payment of the undisclosed fee to ensure the child receives meals.

12. Parents therefore face a coercive choice: either pay the unauthorized and undisclosed $4 Transaction Fee every time they make an online lunch money payment, or leave their child without funds for meals – an untenable choice that Defendant exploits as a profit center.

13. On a theoretical level, some school districts may offer to accept cash or checks as payment for lunch fees. But these alternatives are often impractical or inaccessible for many families. As observed by the Consumer Financial Protection Bureau, alternative payment methods

often impose additional burdens, including transportation costs, limited accessibility, or the need to obtain banking products.[2]

14. As a result, many parents are left with no realistic option but to pay the $4 Transaction Fee.

15. Defendant's last-minute imposition of this unavoidable, flat, excessive fee is unfair, deceptive, misleading, and unlawful under the Minnesota Consumer Fraud Act ("MCFA"), and the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA").

16. Plaintiff and the Class seek refunds of all Transaction Fees paid to Defendant, as well as punitive damages and attorney's fees.

JURISDICTION AND VENUE

17. This Court has personal jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 because Defendant conducts business transactions in Cook County, Illinois, and committed statutory violations in Cook County, Illinois.

18. Venue is proper in this county under 735 ILCS 5/2-101 because the transaction or some part thereof out of which these causes of action arose occurred in Cook County, Illinois.

PARTIES

19. Plaintiff is a natural person and citizen of Illinois, who resides in Cook County, Illinois.

20. Defendant is a Minnesota limited liability company with a principal place of business in Bloomington, Minnesota.

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[2] https://www.consumerfinance.gov/data-research/research-reports/issue-spotlight-costs-of-electronic-payments-in-k-12-schools. (Section 5.1 and Footnote 60).

MINNESOTA LAW APPLIES TO THE NATIONWIDE CLASS

21. At all relevant times, Defendant directed, managed, and controlled its business operations, policies, fee-setting decisions, consumer-facing disclosures, and payment-processing practices from within Minnesota.

22. The decisions to create, assess, structure, and implement the Transaction Fee challenged in this action were made by Defendant personnel operating in Minnesota.

23. Defendant's design of its payment interface, including the disclosures (or lack thereof) associated with the Transaction Fee, was developed, approved, and deployed from Minnesota.

24. Defendant conducts substantial interstate commerce from its Minnesota headquarters, and the conduct at issue emanated from Minnesota uniformly to consumers nationwide.

25. Minnesota has a significant interest in the regulation of Minnesota-incorporated entities and the business practices of companies operating from within its borders.

26. The conduct forming the basis of Plaintiff's and the Class's claims, including the creation, authorization, implementation, and concealment of the Transaction Fee, occurred in and emanated from Minnesota.

27. Because the material decisions at issue were formulated in Minnesota and disseminated nationwide from Minnesota, Minnesota has the most significant relationship to the claims and issues alleged in this action.

28. Minnesota's consumer-protection statutes, including Minn. Stat. §§ 325D and 325F, reflect a strong policy of regulating deceptive and unfair practices by companies operating in Minnesota.

29. Minnesota has a materially greater interest than any other state in ensuring that its corporate citizens do not employ uniform deceptive or unfair practices that affect consumers nationwide.

30. Applying Minnesota law enforces Minnesota's interest in holding its corporate citizens accountable for actions taken within Minnesota and transmitted uniformly to residents of all states.

31. Defendant imposes the Transaction Fee on all consumers who make payments through its interface, regardless of the consumer's state of residence, using a standardized, uniform payment interface that does not vary from state to state.

32. The misconduct by Defendant (*i.e.,* the assessment of an undisclosed and unauthorized Transaction Fee) was directed uniformly from Minnesota to all Class members nationwide.

33. Because the same conduct, the same Transaction Fee, and the same lack of disclosure apply across all states, application of Minnesota law to the claims of the Nationwide Class is appropriate and promotes consistency and efficiency in adjudication.

34. Applying Minnesota law ensures uniform treatment of all Nationwide Class members and avoids the need to apply differing state laws to identical conduct originating from Minnesota.

GENERAL FACTUAL ALLEGATIONS

A. Defendant's Transaction Fee

35. Defendant is one of the largest K-12 payment processors in the country, with many SIS companies using it for payment processing, including Defendant's own SIS, MySchoolAccount.

36. Defendant owns and operates MySchoolAccount, an electronic platform for parents to deposit funds for student lunch accounts.

37. For school lunch payments, the MySchoolAccount interface allows parents to deposit funds into a student account that functions like a stored-value account used exclusively for school meals. The processing of these payments is carried out by Defendant.

38. By paying electronically through MySchoolAccount, parents avoid having their children carry cash or checks to school, staff losing cash or checks, travel costs associated with delivering funds to school, or taking time off work to provide payments.

39. To carry out MySchoolAccount payment operations, Defendant enters into agreements with school districts, which makes each district a "merchant" for credit/debit card processing purposes.

40. As merchants, school districts are bound by the rules imposed by the major credit card companies, including Visa, Mastercard, American Express, and Discover. Defendant's agreements with the districts expressly incorporate the credit card companies' rules.

41. Defendant's payment processing operation provides two profit streams for Defendant. First, Defendant is compensated under its agreements with school districts for providing payment processing services.

42. Second, Defendant imposes a flat Transaction Fee on parents for each lunch money payment, regardless of the amount of the payment. The Transaction Fee is unrelated to Defendant's actual cost of processing any particular transaction.

43. The Transaction Fee is a mechanism by which Defendant shifts its processing costs, and additional profit, onto parents.

44. In practice, the Transaction Fee is applied each time a parent deposits funds for lunch costs. Because the Transaction Fee is flat, small monetary deposits create a disproportionately high fee percentage relative to the deposit amounts, most significantly impacting families with limited means.[3]

B. Defendant's Transaction Fee Violates the Credit Card Companies' Rules

45. Because Defendant processes credit and debit card payments from parents on behalf of school districts (the merchants), Defendant acts as an agent of the school districts and is bound by the school district agreements that require adherence to the credit card companies' rules (including Visa, Mastercard, Discover, and American Express).

46. Accordingly, Defendant must follow all card network rules regarding surcharges, service fees, and convenience fees when it charges parents the Transaction Fee as the schools' payment agent.

47. Defendant's imposition of the Transaction Fee violates multiple card network rules.

48. All major credit card companies require that any credit/debit card surcharge be clearly and prominently disclosed to the consumer at the point of entry and the point of transaction, regardless of how the charge is labeled by the processor or merchant; moreover, at the point of transaction, this disclosure must include the exact amount or percentage of the surcharge and a statement that the surcharge is not in an amount greater than the applicable merchant discount rate for credit card transactions. As described below, Defendant did not follow these rules when acting on behalf of its merchant school districts.

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[3] *See* https://www.consumerfinance.gov/data-research/research-reports/issue-spotlight-costs-of-electronic-payments-in-k-12-schools (Section 5.4).

49. Using the Visa Rules as an example (*see* **Exhibit A**, Visa Rules § 5, excerpted below), Visa requires clear disclosure of surcharges and caps them at a merchant's cost of acceptance (and never above 3%):

5.5.1.8 Credit Card Surcharge Maximum Amount – Canada, US Region, and US Territories

In the Canada Region: A Credit Card Surcharge assessed at the product level or brand level, as specified in *Section 5.5.1.7, Credit Card Surcharge Requirements – Canada, US Region, and US Territories*, must not exceed the Merchant's Visa Credit Card Surcharge Cap.

In the US Region or a US Territory: The Credit Card Surcharge maximum amount is 3.00%.

In the US Region or a US Territory: A Credit Card Surcharge assessed at the brand level, as specified in *Section 5.5.1.7, Credit Card Surcharge Requirements – Canada, US Region, and US Territories*, must not exceed the Merchant's Visa Surcharge Cap.

In the US Region or a US Territory: A Credit Card Surcharge assessed at the product level, as specified in *Section 5.5.1.7, Credit Card Surcharge Requirements – Canada, US Region, and US Territories*, must not exceed the Merchant's Visa Credit Card Surcharge Cap less the Debit Card Cost of Acceptance.

18 October 2025 Visa Public 394

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Visa Product and Service Rules

5 Acceptance

Visa Core Rules and Visa Product and Service Rules

In the Canada Region, US Region or a US Territory: In no case may the Credit Card Surcharge amount exceed the Maximum Surcharge Cap.

5.5.1.9 Credit Card Surcharge Disclosure Requirements – Canada, US Region, and US Territories

In the Canada Region, US Region, or a US Territory: A Merchant must, at both the point of entry into the Merchant Outlet and the Point-of-Transaction, clearly and prominently disclose any Credit Card Surcharge that will be assessed.

The disclosure at the Point-of-Transaction must include all of the following:

- The exact amount or percentage of the Credit Card Surcharge
- A statement that the Credit Card Surcharge is being assessed by the Merchant and is only applicable to credit Transactions
- In the US Region or a US Territory: A statement that the Credit Card Surcharge amount is not greater than the applicable Merchant Discount Rate for Visa Credit Card Transactions at the Merchant

For example, the requirement for clear and prominent disclosure will be satisfied if the disclosure is made consistent with *Table 5-3, Surcharge Disclosure – Canada Region, US Region, and US Territories*;

Table 5-3: Surcharge Disclosure – Canada Region, US Region, and US Territories

Transaction Type	Point-of-Entry	Point-of-Transaction
Face-to-Face Transaction	Main entrance(s) of the Merchant Outlet, in a minimum 32-point Arial font, but in any case no smaller or less prominent than surrounding text	Every customer checkout or payment location, in a minimum 16-point Arial font, but in any case no smaller or less prominent than surrounding text
Electronic Commerce Transaction	The first page that references credit card brands accepted, in a minimum 10-point Arial font, but in any case no smaller or less prominent than surrounding text	Checkout page, in a minimum 10-point Arial font, but in any case no smaller or less prominent than surrounding text
Mail order Transaction	The first page of the catalog that references credit card brands accepted, in a minimum 8-point Arial font, but in any case no smaller or less prominent than surrounding text	Mail order form, in a minimum 10-point Arial font, but in any case no smaller or less prominent than surrounding text
Telephone order Transaction	The first page of the catalog that references credit card brands accepted, in a minimum 8-point Arial font, but in any case no smaller or less prominent than surrounding text	Verbal notice from the telephone order clerk, including Credit Card Surcharge amount
Unattended Cardholder-Activated Terminal	Main entrance(s) of the Merchant Outlet (if applicable) (for example: gas [petrol] station store) in a minimum 32-point Arial font, but in any case no smaller or less prominent than surrounding text	On the Unattended Cardholder-Activated Terminal or virtual disclosure on the payment terminal screen, in a minimum 16-point Arial font, but in any case no smaller or less prominent than surrounding text

Table 5-3: Surcharge Disclosure – Canada Region, US Region, and US Territories (continued)

For an Electronic Commerce Transaction, a Mail/Phone Order Transaction, and an Unattended Transaction, the Cardholder must be provided the opportunity to cancel the Transaction subsequent to the Credit Card Surcharge disclosure.

In the US Region or a US Territory: Merchants with Acceptance Devices that offer Cardholder choice for debit Transactions in the form of "credit" and "debit" buttons must ensure that both:

- Debit Card Transactions are not assessed a Credit Card Surcharge
- It is made clear to the Cardholder that surcharges are not permitted on debit Transactions regardless of whether a Cardholder selects the "credit" or "debit" button

50. Mastercard, Discover, and American Express have similar requirements mandating clear advance notice to consumers before any surcharge is imposed.

51. Under all applicable card network rules, Defendant's Transaction Fee, which is disclosed only at the final checkout screen that parents encounter, and often exceeds the maximum permissible percentage, is improper.

C. The Payment Interface

52. In the K-12 online payment industry, Defendant has a dominant position due to its ability to integrate several SIS companies' services into its payment processing system.

53. MySchoolAccount is an SIS product owned by Defendant internally.

54. For MySchoolAccount, and the other SIS companies with which Defendant has special partnerships, this integration gives Defendant substantial control over the payment process, including the user interface, fee presentation, and final transaction total that the consumer sees.

55. Defendant leveraged this control to impose a mandatory Transaction Fee that Defendant unlawfully fails to disclose prior to checkout.

56. Parents' lunch money payment process begins in an SIS, such as PowerSchool, Skyward (Family Access or Qmlativ), Café Enterprise, Meals Plus, Nutrikids, JMC, eTrition, Lumen, QSP, School Dining, Springbrook, Tyler Food, WebSmartt, WinSNAP, or Wordware.

57. The SIS displays the amount the parent chooses to pay for lunch money but does not disclose how any fee would be calculated or imposed by Defendant.

58. For example, on the MySchoolAccount platform, if a parent were to click FAQ, the parent would be redirected to Defendant's website, which, as depicted below, explains how to add money for lunch (and clearly does not disclose the Transaction Fee):[4]

How do I deposit money into my account? –

1 - From the Dashboard, click on the **Deposit Funds** button.

2 - Find the **My Students** box (shown below).

MY STUDENTS

STUDENT	TOTAL BALANCE	MEALPLAN BALANCE	ALA CARTE BALANCE	MEAL PLAN	ALA CARTE	
Courtney Carver	$282.20	$37.00	$245.20	.00	.00	VIEW HISTORY
Brittnee Moore	$73.50	$45.00	$28.50	.00	.00	VIEW HISTORY
Barbara Witherow	$34.76	$29.00	$5.76	.00	.00	VIEW HISTORY
					Subtotal	$0.00

3 - Fill in the amount to deposit in the **Meal Plan** or **Ala Carte** field.

4 - Select your payment method and click **Make Deposit.** (Allowable funding methods are made at the discretion of the School/District)

5 - For first time users, you will be asked to add your billing and payment information. Then click **Proceed.**

6 - Confirm your order then select your preferred **payment method.**

59. For all SIS's other than MySchoolAccount, once the parent confirms the deposit amount on the SIS, the system automatically transfers the parent to Defendant's payment portal to complete the transaction. This transfer is mandatory; there is no alternative processor available, and the payment cannot be completed outside of Defendant's portal.

60. Because Defendant owns the MySchoolAccount SIS, it is not necessary for the parent to be transferred to Defendant's payment portal, as Defendant is already processing the payment.

61. Upon first entering MySchoolAccount, parents are required to create an account with Defendant.

[4] https://web.archive.org/web/20241007230611/https://www.vancopayments.com/education/online-payment-processing-parent-guide#MSA

62. For SIS's other than MySchoolAccount, when parents are transferred to Defendant's payment portal from the SIS for the first time, they are required to create an account with Defendant.

63. Nothing in the account creation process with Defendant authorizes or discloses a flat Transaction Fee.

64. It is only at the parents' final checkout screen that the Transaction Fee is appended to the payment amount. At that point, the parent has no realistic or practical ability to abandon the transaction without leaving their child without lunch funds.

65. As such, the $4 Transaction Fee is: automatically added, with no opt-out; added after the parent selected the payment amount in the SIS; not authorized by the SIS; not disclosed in Defendant's portal account creation process or online materials; and not reasonably expected by consumers.

66. By disclosing the fee only at checkout, Defendant coerced parents into paying the fee, creating a "drip pricing" scheme deemed deceptive under federal guidance and state law.

67. A company engages in drip pricing when it initially discloses only a portion of the true price for a product or service, and then reveals the rest ("dripping" out) later in the purchase process, after the buyer has already expended time and effort selecting the product or service and indicated interest in making a particular purchase.

68. Drip pricing deceives buyers as to the true purchase price and can lead them to pay more than they would otherwise choose to if they were given truthful and complete information from the outset. Buyers who are subjected to drip pricing—who are not provided the complete price until checkout—are likely to proceed with their purchases even if the ultimate price is more than they intended to pay and even if further searching could yield a cheaper price, because they

want to avoid "the cost of the time and cognitive effort involved" in continuing to search for a product or service.[5]

69. Additionally, parents are more likely to proceed with making the online upload of lunch money on an SIS when the advertised cost of the transaction is artificially low due to drip pricing, because they make their decision(s) to upload lunch money online based on the (falsely) advertised price rather than the true, final prices they will be charged.[6]

70. Industry research confirms the unfair and deceptive nature of drip pricing, and its significant negative effects on purchasers. One experiment conducted by live-event ticket seller StubHub demonstrated that hiding mandatory fees from buyers until checkout increases the selling company's revenue by approximately 20%.[7]

D. The Transaction Fee is a Junk Fee

71. Imposition of Junk Fees is a related but distinct unfair and deceptive practice.

72. "Junk fees" refer to charges presented as "fees" in connection with purchases that do not have independent value or that the consumer would not voluntarily select if given the choice.

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[5] Mary W. Sullivan, *Economic Issues: Economic Analysis of Hotel Resort Fees*, Bureau of Econ. Fed. Trade Comm'n 16-17 (Jan. 2017), *available at* https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503_hotel_resort_fees_economic_issues_paper.pdf.

[6] Tom Blake, Sarah Moshary, Kane Sweeney & Steve Tadelis, Price Salience and Product Choice, 40 Mktg. Sci. 4, 619-636 (2021), *available at* https://faculty.haas.berkeley.edu/stadelis/AIP.pdf; David Adam Friedman, *Regulating Drip Pricing*, 31 Stan. L. & Pol'y Rev. 51, 68 (2020) (citing experiments that showed that "price separation" could "enhance" consumers' "perceived value . . . and reduce further information search intentions" because consumers make "insufficient price adjustment" (quoting Lan Xia & Kent Monroe, *Price Partitioning on the Internet*, 18 J. Interactive Mktg. 63 (2004))) (citation modified).

[7] Blake *et al.*, supra note 6, at 633.

73. Defendant's Transaction Fee at issue in this case is a quintessential example of a junk fee.

74. As described in greater detail in this Complaint, during the relevant time period, parents were presented with the Transaction Fee at the final step of their checkout process. Defendant never explained or represented how the Transaction Fee comprised a legitimate charge. Instead, parents were ambushed with the fee after they had already attempted to authorize payment through the applicable SIS and had no reasonable opportunity to back out.

75. Studies have found, among other things, that consumers underestimate the total price of a given product or service when the seller splits out a portion of the price as junk fees (even if the base price plus the junk fees are presented simultaneously).[8]

76. Imposition of unfair and deceptive junk fees under these circumstances takes advantage of the psychological principle of "anchoring and adjustment," in which people "overweight the anchor information (e.g., the base price) and adjust insufficiently for the rest of the information (e.g., the [junk fee])."[9]

77. Junk fees and drip pricing can be combined, resulting in even more unfair and deceptive sales practices. As noted above, junk fees lead purchasers to pay higher prices even when the fees are disclosed at the same time as the base price. By hiding the existence and amount of junk fees until late in the transaction process, sellers of services like Defendant force consumers to rely on inaccurately-advertised base prices, thereby reducing or eliminating purchasers' ability "to identify the cheapest offer."[10]

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[8] Sullivan, *supra* note 5, at 21-22.

[9] *Id.* at 23-24 (citing Amos Tversky & Daniel Kahneman, *Judgment Under Uncertainty: Heuristics and Biases*, 185 Science 1124, 1124-31 (1974)).

[10] *See, e.g.*, Alexander Rasch *et al.*, Drip pricing and its regulation: Experimental evidence, 176 J. Econ. Behavior & Org. 353 (2020), available at

78. When junk fees and drip pricing are combined (as here), consumers are forced either to "incur higher total search and cognitive costs or to make an incomplete, less informed decision that may result in a more costly [purchase], or both."[11]

79. Several states have recognized that drip pricing and junk fees are unfair and deceptive practices. For example, the Attorney General for the District of Columbia has brought an enforcement action against StubHub, Inc., under the District of Columbia's consumer protection statute for hiding the true price of tickets from consumers and charging hidden fees to increase profits.[12] The Attorney General of Nebraska has brought an enforcement action against the hotel chain Hilton for its use of drip pricing, noting that this practice "misled or confused [consumers] concerning the true cost of an overnight stay."[13] And the Attorney General of Connecticut has

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https://www.sciencedirect.com/science/article/abs/pii/S0167268120301189 ("[B]uyers based their purchase decision exclusively on the base price."); Shelle Santana, Steven Dallas & Vicki Morwitz, *Consumer Reactions to Drip Pricing*, 39 Mktg. Sci. 188, 189-190 (Jan. 15, 2020) ("[C]onsumers exposed to drip pricing . . . are significantly more likely to (1) initially select the option with the lower base price, (2) make a financial mistake by ultimately selecting the option that has a higher total price than the alternative option, given the add-ons chosen, and (3) be relatively dissatisfied with their choice.").

[11] Sullivan, *supra* note 5, at 4; *see also* Friedman, *supra* note 6, at 67 ("[S]ellers provide buyers with the 'initial value' in the form of the initially-presented base price. . . . Buyers are influenced by the initial value, so a lower base price would create the impression of a lower overall price." (citing Gorkan Ahmetoglu *et al*., *Pricing Practices: A Critical Review of their Effects on Consumer Perceptions and Behaviour*, 21 J. Retailing & Cons. Services 696, 697 (2014))).

[12] Attorney General Schwalb Sues StubHub for Deceptive Pricing & Junk Fees, Office of the Att'y Gen. of D.C. (July 31, 2024), *available* at https://oag.dc.gov/release/attorney-general-schwalb-sues-stubhub-deceptive; Compl. for Injunctive & Other Relief for Violations of the Consumer Protection Procedures Act, ¶ 3, *Dist. of Columbia v. StubHub, Inc.* (D.C. Super. Ct.), available at https://oag.dc.gov/sites/default/files/2024-07/2024.07.29%20DC%20OAG%20StubHub%20Complaint%20-%20to%20finalize_Redacted%20%281%29.pdf ("StubHub entices consumers to shop for tickets by displaying deceptively low prices that do not include StubHub's mandatory fees—the bait. Only after a consumer has chosen tickets and invested time and effort . . . does StubHub reveal the mandatory fees added to the ticket price—the switch.").

[13] Am. Compl. for Injunctive & Other Relief ¶¶ 4, 10, *Nebraska v. Hilton Dopco, Inc.* (Neb. Dist. Ct.), available at https://hotellaw.jmbm.com/files/2019/07/Nebraska-v-Hilton-resort-fee-

brought an enforcement action against the internet service provider Altice for "advertis[ing] a price for Internet Service that did not include [a junk fee] but actually charg[ing] many of its Connecticut customers a higher price" that included the fee.[14]

E. Defendant's Junk Fee and Drip Pricing Practices Were Unfair and Deceptive

80. Defendant did not disclose the existence or amount of the mandatory "Transaction Fee" that it would add to the price of each lunch money transaction parents made until the last possible moment in the payment process.

81. Defendant did not offer any explanation within the sales flow as to the purpose the Transaction Fee was meant to serve.

82. The reason Defendant did not try to explain the purpose of the Transaction Fee is obvious: the Transaction Fee did not relate to any service or feature that parents might voluntarily choose to purchase.

83. Nor did the "Transaction Fee" relate to Defendant's actual cost of processing the lunch money payment transaction.

84. Defendant did not offer parents a realistic alternative that would avoid the Transaction Fee.

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complaint-7-24-19.pdf (Nebraska suit against hotel chain Hilton for "drip pricing" whereby consumers are "misled or confused concerning the true cost of an overnight stay").

[14] Compl. ¶ 17, *Connecticut v. CSC Holdings, LLC d/b/a Altice USA* (Conn. Super. Ct.), available at https://portal.ct.gov/-/media/ag/press_releases/2024/altice---complaint---51124_redacted.pdf?rev=d96afa1bb22e4324a24706f9030d2570&hash=A1AD71C51871A233238A939A654771C7 (Connecticut suit against internet service provider Altice USA for "advertis[ing] a price for Internet Service that did not include [a Junk Fee] but actually charg[ing] many of its Connecticut customers a higher price"); *see also* Compl. for Permanent Inj., Monetary J., Civil Penalty J. & Other Relief ¶¶ 3, 7, *FTC v. Greystar Real Estate Partners, LLC* (D. Colo.), available at https://www.ftc.gov/system/files/ftc_gov/pdf/greystar_complaint_-_filed.pdf (Colorado and FTC suit against multi-family property manager Greystar for "charging 'Hidden Fees'" and "misrepresent[ing] the true cost of renting a unit at its properties").

85. As a practical matter, parents cannot reasonably be expected to write checks for lunch money payments and proceed to send those payments with their kids when they go off to school.

86. The reason Defendant does not disclose the Transaction Fee beforehand or alert parents of fee-free options at the point of sale is simple: Defendant generates significant amounts of additional revenue from its unfair and deceptive drip pricing and junk fee practices.

87. Defendant was not compelled to hide the existence and amount of its junk fee (Transaction Fee) until the final step in its sales process.

88. Defendant could have disclosed the fee earlier in the payment transaction flow. For example, Defendant could have required each SIS provider with which it contracts, and whose systems integrate into Defendant's payment portal software, to display the Transaction Fee at the point where users enter the amount of lunch money to be uploaded through the SIS.

89. With respect to MySchoolAccount specifically (which interface Defendant owns), Defendant could have disclosed the fee prior to requiring payment.

90. Accordingly, Defendant's own conduct demonstrates that its use of unfair and deceptive drip pricing was entirely voluntary.

F. Defendant Misrepresents the Nature and Purpose of the Transaction Fee

91. Defendant misrepresents to parents the nature and purpose of the Transaction Fee. By labeling this pass-through charge as a "Transaction Fee," and providing no additional information, Defendant suggests that it is a fee reflecting the actual cost of the transaction. But the truth is that the flat Transaction Fee far exceeds the actual cost of processing the transaction and functions primarily as a profit center for Defendant.

92. Defendant's characterization of the charge as a "Transaction Fee" is false and deceptive because (1) the amount charged bears no reasonable relationship to the costs Defendant incurs to process transactions or maintain its website (the fee far exceeds any actual cost); (2) the Transaction Fee often results in an effective surcharge percentage far above what credit card rules permit; and (3) the Transaction Fee is charged primarily as a profit mechanism for Defendant.

93. As mentioned above, credit/debit card surcharges must be clearly disclosed so that consumers know what they are being charged and can inquire with their card issuer about the legitimacy of the surcharge. All major credit card companies have specific rules governing how surcharges may be imposed, including limits on the amount and requirements for prior notice to the consumer. As noted above, Defendant's agreements with school districts require compliance with all such rules. Yet Defendant's presentation of the "Transaction Fee," essentially just inserting the fee on the checkout page without explanation, fails to meet applicable requirements and is therefore unfair and deceptive.

94. Moreover, Defendant's presentation of the Transaction Fee is false and deceptive because the fee is actually a credit/debit card surcharge imposed and collected entirely by Defendant with no disclosure that the fee is imposed by Defendant rather than by the school district.

95. The entire Transaction Fee is charged and collected solely by Defendant.

G. Plaintiff's Facts

96. Plaintiff has a child enrolled in a Cook County school.

97. Plaintiff maintained a parent account on the MySchoolAccount system used by the school for the 2024-2025 school year.

98. At no time during her registration or use of the MySchoolAccount system did the system disclose or authorize Defendant to charge a flat Transaction Fee in addition to the cost of lunch payments. Moreover, Defendant did not explain what additional value the Transaction Fee was providing to Plaintiff.

99. Plaintiff has paid a Transaction Fee on multiple occasions when paying her child's lunch money balances online, using a Visa credit card, which was not disclosed to her until the final step of the payment process.

100. For example, Plaintiff paid a flat $4 Transaction Fee when she deposited $62.55 for student lunch money, resulting in a total charge of $66.55. In that instance, the $4 Transaction Fee represented approximately 6.4% of the transaction amount, more than double Visa's 3% cap and far beyond what a reasonable consumer would expect for payment processing. The receipt of the transaction is depicted below:

MySchoolAccount

Preorder Payment Confirmation

You have requested an email notification when a payment was successfully processed from your parent account. The following payment was processed on 4/27/2025 1:08:16 PM (EST).

Please allow a few minutes for your school or food service provider to receive your payment.

Transaction ID: 9284415. Please refer to this number if you have any questions about this transaction.

Student ID	Student Name	School	Amount Posted
[redacted]			$62.55
		Transaction Fee	**$4.00**
		Total amount charged to your Credit Card (**5047)**	**$66.55**

101. On another occasion, Plaintiff paid a flat $4 Transaction Fee when she deposited $56.30 for student lunch money, resulting in a total charge of $60.30. In that transaction, the $4 Transaction Fee represented approximately 7.1% of the payment amount, again more than double Visa's cap and outside of what a reasonable consumer would expect. The receipt of the transaction is depicted below:

MySchoolAccount

Preorder Payment Confirmation

You have requested an email notification when a payment was successfully processed from your parent account. The following payment was processed on 3/26/2025 9:44:50 AM (EST).

Please allow a few minutes for your school or food service provider to receive your payment.

Transaction ID: 9251448. Please refer to this number if you have any questions about this transaction.

Student ID Student Name	School	Amount Posted
[redacted]		$56.30
	Transaction Fee	**$4.00**
	Total amount charged to your Credit Card (**5047)**	**$60.30**

102. To make these payments, Plaintiff logged into MySchoolAccount and made a payment that was processed by Defendant.

103. Plaintiff believes that during Plaintiff's first use of Defendant's payment portal, she was required to create an account with MySchoolAccount (which is owned by Defendant).

104. The applicable Terms of Use did not authorize or disclose a flat Transaction Fee to be charged on top of any transaction amount.

105. Nothing in Plaintiff's account creation authorized or disclosed that a flat Transaction Fee would be charged at checkout for each lunch money transaction.

106. It is not practical for Plaintiff to send cash or checks to pay for school fees or lunch money, nor for Plaintiff to drive to the school herself to make those payments.

107. In sum: there was no disclosure of Defendant's flat Transaction Fee within the MySchoolAccount interface or terms of use; no disclosure of the fee during the account set up process; no explanation anywhere of how the fee is calculated; no upfront notice about the fee before Plaintiff invested time in making the online payment; and the Transaction Fee only appeared at the final payment screen.

108. Plaintiff made these school payments through Defendant's portal and paid the Transaction Fee with her Visa credit card, making the transactions subject to Visa's rules.

109. Plaintiff paid the Transaction Fee each time believing it to be permissible. She was unaware that the Transaction Fee was actually a credit/debit card surcharge charged by Defendant for using her credit card to pay school charges. Had she known the true nature of the Transaction Fee, she would not have paid it. She paid the Transaction Fee only because she was deceived by Defendant and lacked any meaningful prior notice or ability to avoid the charge.

110. A reasonable consumer in Plaintiff's position would likewise be confused or misled to believe that the Transaction Fee was a normal part of the transaction, rather than a unilateral surcharge by Defendant.

111. Defendant retained the entire amount of each Transaction Fee paid by Plaintiff.

112. Plaintiff paid the $4 Transaction Fees only after Defendant employed drip pricing and junk fee practices that concealed the fee until the final stage of the transaction.

113. Plaintiff suffered actual damages in the amount of the Transaction Fees she paid.

114. Plaintiff and the Class seek damages and recovery of their attorneys' fees and costs under the MCFA and ICFA, as provided by law.

Class Action Allegations

115. Plaintiff brings this action pursuant to 735 ILCS 5/2-801, on behalf of herself and a class of similarly situated individuals, defined as follows:

The Classes are:

NATIONWIDE CLASS: All persons in the United States who paid a Transaction Fee to Defendant.

ILLINOIS SUBCLASS: All persons who resided in the State of Illinois who paid a Transaction Fee to Defendant.

Excluded from the Class are: (i) any judge or magistrate judge presiding over this action and members of their staff, as well as members of their families; (ii) Defendant, Defendant's predecessors, parents, successors, heirs, assigns, subsidiaries, and any entity in which any Defendant has a controlling interest; (iii) persons who properly execute and file a timely request for exclusion from the Class; (iv) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (v) counsel for the Parties; and (vi) the legal representatives, successors, and assigns of any such excluded persons.

The Nationwide Class and Illinois Subclass are collectively referred to as the "Class."

116. Because Defendant directs its business practices and decisions from Minnesota, Minnesota law applies to the claims of all members of the Nationwide Class.

117. **Numerosity:** Due to the number of school districts Defendant serves, the Class is believed to comprise many thousands of members. It is, therefore, impractical to join each member of the Class as a named Plaintiff. Moreover, because each individual fee is relatively small, individual class members have little incentive to bring separate actions. Accordingly, utilization of the class action mechanism is the most economically feasible means of determining and adjudicating the merits of this litigation.

118. **Commonality and Predominance:** While the amounts of the Transaction Fee may vary slightly by school, the differences are minor and merely mathematical for damages

calculations. Regardless, Defendant uniformly fails to accurately disclose the credit/debit card surcharges and systematically only discloses a flat Transaction Fee for the first time at the last step of checkout.

119. Common questions of law and fact therefore exist as to all members of the Class, and those questions predominate over questions affecting only individual members of the Class. Common legal and factual questions include, but are not necessarily limited to, the following:

(a) Whether Defendant's practice of disclosing the Transaction Fee only at checkout constitutes unfair and deceptive drip pricing;

(b) Whether Defendant's representations regarding the Transaction Fee would likely mislead consumers to believe the fee was authorized under applicable law;

(c) Whether Defendant's Transaction Fee was actually a credit/debit card surcharge passed on to consumers;

(d) Whether any applicable terms of use and/or account signup authorized Defendant to charge a Transaction Fee;

(e) Whether Defendant's imposition of the Transaction Fee violated the credit card companies' rules;

(f) Whether Defendant's conduct violated MCFA and ICFA; and

(g) Whether Defendant's actions caused injury to Plaintiff and Class members, and if so, the appropriate measure of damages.

120. **Adequate Representation:** Plaintiff has retained and is represented by qualified and competent counsel who is highly experienced in complex class action litigation. Plaintiff and her counsel are committed to vigorously prosecuting this class action. Moreover, Plaintiff can fairly and adequately represent and protect the interests of the Class. Neither Plaintiff nor her

counsel has any interest adverse to, or in conflict with, the interests of the absent members of the Class. Plaintiff has raised viable statutory claims of the type reasonably expected to be raised by members of the Class and will vigorously pursue those claims. If necessary, Plaintiff may seek leave of this Court to amend this complaint to include additional class representatives to represent the Class, additional claims as may be appropriate, or to amend the Class definition.

121. **Appropriateness.** A class action is an appropriate mechanism for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable. Even if every member of the Class could afford to pursue individual litigation, the Court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast, the maintenance of this action as a class action, with respect to some or all of the issues presented herein, presents few management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each member of the Class. Plaintiff anticipates no difficulty in the management of this action as a class action. Class-wide relief is essential to compliance with the MCFA and ICFA.

CAUSES OF ACTION

COUNT I

Violation of Minnesota's Consumer Fraud Act
Minn. Stat. § 325F.69
(On Behalf of the Nationwide Class)

122. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 121 above as if fully set forth herein.

123. Under Minn. Stat. § 325F.68, subd. 3, Defendant is a "person" because it is a "business entity." Defendant's business is centered around providing online payment technology for school districts across the United States to allow parents to pay school fees.

124. The term "merchandise" under Minn. Stat. § 325F.68, subd. 2 includes services. Defendant's online payment processing service (for which the Transaction Fee was charged) is a service furnished in connection with consumer transactions. Defendant's deceptive and unfair practices were employed "in connection with the sale" of this service to Plaintiff and Class members.

125. Minn. Stat. § 325F.69, subd. 8 defines an unfair or unconscionable act or practice as any act that: "(1) offends public policy as established by the statutes, rules, or common law of Minnesota; (2) is unethical, oppressive, or unscrupulous; or (3) is substantially injurious to consumers."

126. Defendant's business practices, as described herein, constitute fraud, false pretense, false promise, misrepresentation, misleading statements, and deceptive practices, and they were undertaken with the intent that consumers rely on them in connection with the sale of Defendant's services (the online payment processing service).

127. Defendant's practices were also unfair and unconscionable as defined by the above standards, in that they offend public policy, are unethical and oppressive, and cause substantial injury to consumers, as detailed above.

128. As detailed above, Defendant made material misrepresentations and omissions to parents using its payment portal. Defendant misrepresented that it was entitled to charge the Transaction Fee to parents, and that the Transaction Fee amount was compliant with the rules of the credit card companies and applicable law, and it omitted to disclose that: (a) the Transaction

Fee was a credit/debit card surcharge bearing no relationship to Defendant's costs; (b) it had no authority to impose an extra fee; and (c) the Transaction Fee, in Plaintiff's case and many others, violated credit card network rules (for lack of disclosure and for exceeding allowable amounts) and other laws and regulatory guidance.

129. Additionally, Defendant's drip pricing and junk fee practices, specifically, delaying disclosure of the Transaction Fee until the final step of the payment flow, constituted an "unfair or unconscionable act" because Defendant intentionally designed the payment process so that parents would not pay only the amount of lunch money selected, but instead would pay that amount plus an undisclosed Transaction Fee. By withholding disclosure of the Transaction Fee until the end of a particular transaction, Defendant created a likelihood of confusion or misunderstanding among reasonable consumers.

130. Based on the above, a reasonable consumer would have been misled into believing that Defendant's Transaction Fee was a legitimate charge that Defendant was authorized to impose and that complied with all applicable regulations or rules. In reality, Defendant had no contractual or legal authority to charge the Transaction Fee to Plaintiff or Class Members.

131. Defendant's acts and practices as described above were deceptive (involving misrepresentation and concealment of material facts) and also unfair. Concealing mandatory fees until the end of a transaction (drip pricing) violates the public policy embodied in laws like Minn. Stat. § 325D.44, subd. 1a, which was enacted to combat exactly such practices. Similarly, violating credit card network rules designed to protect consumers (by ensuring fee transparency and caps) offends public policy, as Minnesota law often looks to such rules in evaluating fairness.

132. Moreover, imposition of a "Junk Fee" untethered to any reasonable costs incurred by Defendant in connection with a particular transaction, is unfair and deceptive.

133. Defendant's tactic of disguising a card surcharge as an innocuous fee, and disclosing it only at the last moment when parents are effectively locked in, is both unethical and oppressive. Parents had little practical choice but to accept the fee, making the transaction effectively a bait-and-switch. Presenting the Transaction Fee only at checkout is a "gotcha" strategy designed to exploit consumer inertia and sunk costs, which is unscrupulous. Defendant also charged more than its cost and implied the fee was routine or authorized, which was deceptive and unethical.

134. Defendant's actions were done with the intent that others rely on the deception. Defendant intended for parents to rely on the initial price display (omitting the fee) and to rely on the legitimacy of the fee when it was finally presented, so that they would complete the transaction and pay the fee without protest. In other words, Defendant intended to induce parents to use its service and pay the surcharge under false pretenses.

135. Plaintiff and Nationwide Class members did, in fact, rely on Defendant's representations and omissions. Plaintiff believed that Defendant was authorized to charge the Transaction Fee under the applicable terms (because she was never told otherwise) and believed the Transaction Fee was a lawful surcharge (because nothing indicated it wasn't). If Plaintiff had known that Defendant lacked authority to charge the Transaction Fee and that the Transaction Fee violated the law, she would not have paid it or would have immediately contested it (including contacting her credit card issuer). However, due to Defendant's deception, she paid the fee without objection, unaware of the true situation.

136. Defendant's conduct caused monetary injury to Plaintiff and Class members, each of whom paid money they should not have had to pay. The total injury across all Class members

is substantial. Consumers could not reasonably avoid the injury, given the structure of the transaction and the necessity of many school payments.

137. Accordingly, as a result of Defendant's violations of Minn. Stat. § 325F.69, Plaintiff and the Nationwide Class are entitled to recover the amounts of the Transaction Fees they paid, as well as costs, disbursements, and reasonable attorneys' fees. Plaintiff and the Nationwide Class also seek appropriate equitable relief, and such other relief as the Court deems just and proper under Minn. Stat. § 8.31, subd. 3a.

COUNT II
Violation of Illinois Consumer Fraud and Deceptive Practices Act
815 ILCS 505/2
(On Behalf of the Illinois Subclass)

138. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 121 above as if fully set forth herein.

139. At all times relevant to this complaint, the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, *et seq*. was in effect.

140. ICFA prohibits unfair or deceptive acts or practices, including, but not limited to, "misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact," or "the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act' [815 ILCS 510/2]" such as "conduct which . . . creates a likelihood of confusion or misunderstanding." 815 ILCS 510/2(12).

141. As detailed above, Defendant made material misrepresentations and omissions to parents using its payment portal. Defendant misrepresented to parents that it was entitled to charge the Transaction Fee and that the fee amount was compliant with applicable law, and it omitted to disclose that: (a) the fee was a credit/debit card surcharge bearing no relationship to Defendant's

costs; (b) it had no authority to impose an extra fee; and (c) the fee, in Plaintiff's case and many others, violated credit card network rules (for lack of disclosure and for exceeding allowable amounts) and other legal and regulatory requirements.

142. Defendant's drip pricing and junk fee practices, specifically, delaying disclosure of the Transaction Fee until the final step of the payment flow, and misrepresenting he nature of the fee, constitute "unfair or unconscionable act[s]" because Defendant intentionally designed the payment process so that parents would pay not only the amount of lunch money selected, but instead would pay that amount plus an undisclosed and purposeless Transaction Fee. By withholding disclosure of the Transaction Fee until the end of the transaction, Defendant created a likelihood of confusion or misunderstanding among reasonable consumers.

143. A reasonable consumer in Plaintiff's position would have been misled into believing that Defendant's Transaction Fee was a legitimate charge that Defendant was authorized to impose and that complied with all applicable regulations or rules. In reality, Defendant had no contractual or legal authority to charge this fee, and the fee did not comply with card network rules surcharges.

144. Defendant intended that Plaintiff and Illinois Subclass members rely on the above misrepresentations and omissions. Defendant intended that Illinois consumers would proceed with their card payments under the impression that the fee was proper, authorized, and unavoidable. Defendant knew that if consumers understood the fee was unauthorized or excessive, they might refuse to pay or complain.

145. Plaintiff and Illinois Subclass members did, in fact, rely on Defendant's representations and omissions. Plaintiff believed that Defendant was authorized to charge the Transaction Fee (because she was never told otherwise) and believed the fee was a lawful

surcharge (because nothing indicated it wasn't). If Plaintiff had known that Defendant lacked authority to charge the Transaction Fee and that the Transaction Fee violated applicable law, she would not have paid it or would have immediately contested it (including contacting her credit card issuer). However, due to Defendant's deception, she paid the fee without objection, unaware of the true situation.

146. Defendant's acts and practices as described above were deceptive (involving misrepresentation and concealment of material facts) and also unfair. They offended public policy (Illinois, like Minnesota and federal regulators, has a strong policy against hidden fees and deceptive pricing). They are oppressive and leave consumers with little choice (parents must either pay the surprise fee or undertake burdensome alternatives like in-person payment, which is not realistic for many transactions). And they cause substantial injury to consumers (monetary loss of fees that should not have been charged).

147. As a direct and proximate result of Defendant's deceptive and unfair acts, Plaintiff and Class members have been damaged in that they paid money they should not have had to pay. The total injury across all Subclass members is substantial. Consumers could not reasonably avoid the injury, given the structure of the transaction and the necessity of many school payments.

148. Pursuant to 815 ILCS 505/10a, Plaintiff and the Illinois Subclass seek relief including: actual economic damages (the return of the Transaction Fees paid); punitive damages as allowed by law (given the willful and egregious nature of Defendant's conduct); and an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the putative Nationwide Class and Illinois Subclass, respectfully requests that this Court enter an Order:

A. Certifying this case as a class action on behalf of the Classes defined above, appointing Plaintiff as representative of the Classes, and appointing her counsel as Class Counsel;

B. Granting judgment in favor of Plaintiff and the Nationwide Class for violations of Minnesota's consumer protection statutes, and for an award of actual damages, and costs of litigation and attorneys' fees pursuant to Minn. Stat. § 8.31, subd. 3a;

C. Granting judgment in favor of Plaintiff and the Illinois Subclass, and for an award of actual damages, punitive damages, and attorneys' fees and costs, and other amounts recoverable pursuant to 815 ILCS 505/10(a);

D. Awarding pre-judgment and post-judgment interest at the maximum rate allowed by law; and

E. Awarding such other and further relief as equity and justice may require.

JURY TRIAL

Plaintiff demands a trial by jury for all issues so triable.

Dated: February 9, 2026

Respectfully submitted,

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