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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

HANNAH AKMAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

BRÜMATE, LLC,

Defendant.

Case No. 4:26-cv-09329

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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I. Introduction.

1. Defendant BrüMate sells insulated drinkware, coolers, and related consumer products online through its website, www.BruMate.com. When consumers add a product to their cart, BrüMate automatically adds a shipping protection fee to their order (a "Shipping Protection Fee"). Rather than letting consumers who want shipping protection take an affirmative step to add it to their cart, BrüMate adds it for them—and then structures its checkout so that the only way to remove the fee during checkout is to find and affirmatively check a box labeled "Waive Shipping Protection." Unless the consumer notices that box and checks it, BrüMate charges the consumer for shipping protection. So the majority of consumers never choose to buy shipping protection; BrüMate makes that choice for them—and charges them for it—using dark patterns. And for the minority of consumers who do notice the choice, BrüMate falsely conveys that shipping protection is necessary to protect them if their shipment is lost, damaged, or stolen, and that without it BrüMate "is not responsible"—when in truth the seller and the carrier, not the consumer, bear that risk. So consumers who pay BrüMate's Shipping Protection Fees do so either without noticing them, or under false pretenses.

2. Adding an optional, paid add-on to a consumer's order by default is a classic "dark pattern": a manipulative design practice that causes consumers to pay for something they never chose to buy. The Federal Trade Commission has condemned the practice of "sneaking" items and fees into consumers' online purchases without their consent, such as by providing "[a] checkbox . . . which if left un-checked is interpreted as acceptance" of a charge.[1]

3. BrüMate's checkout process is designed to ensure that its Shipping Protection Fee escapes consumers' notice. The fee is added to the order automatically, and the only way to remove it is to check a box labeled "Waive Shipping Protection"

[1]FTC, *Bringing Dark Patterns to Light* (2022), at p. 21-22, 25 (https://perma.cc/847M-EY69). All links in this complaint were last accessed August 31, 2026 unless otherwise noted.

that is *unchecked* by default. This means the consumer is charged for the add-on *unless* they affirmatively take action and check the "Waive Shipping Protection" box. In other words, to avoid the charge, a consumer must not only notice the box, but understand that leaving it alone is what costs money. In addition, BrüMate presents the charge not as an optional add-on but as a component of the shipping option it has pre-selected—a sub-line of the "ECONOMY SHIPPING" rate. And the fee never appears as a line item in BrüMate's order summary, where consumers review what they are buying: there, BrüMate folds it into the "Shipping" charge, so that the consumer sees a single "Shipping" figure that silently combines BrüMate's shipping rate with the price of an add-on they never selected.

4. BrüMate does not itemize the fee on its order confirmations, either: the confirmations BrüMate sends disclose only a total amount for shipping (which includes the Shipping Protection Fee) and never mention shipping protection at all. A consumer who does not catch the charge at checkout therefore has no way to discover it afterward.

5. Worse, BrüMate misleadingly frames the consumer's choice as a *waiver*. The control that removes the fee at checkout is labeled "Waive Shipping Protection," and it is accompanied by a warning: "By waiving shipping protection, BrüMate is not responsible for any shipping issues." A consumer who declines the fee is told, in BrüMate's order summary, that they have "WAIVED DELIVERY GUARANTEE." The message is unmistakable: pay the fee, or bear the risk that your package never arrives.

6. But that message is false. In reality, the shipping protection that BrüMate adds provides little, if any, real value. The protections it purports to offer—resolution for lost, damaged, stolen, or missing packages—are largely duplicate protections consumers already have. Contrary to its scare messages disclaiming responsibility for misdelivered packages, BrüMate must stand behind its own deliveries, carriers are responsible for the packages they carry, and credit card companies reverse charges for orders that never arrive. So not only is BrüMate using dark patterns to sneak an

unwanted product into consumers' carts, but the product has little-to-no value for most consumers (and instead, primarily benefits BrüMate). This makes sense: if consumers actually wanted shipping protection, there would be no reason to sneak it in. Consumers would affirmatively opt in to receive the supposed benefits that shipping protection affords. But precisely because shipping protection offers little-to-no benefits to the average consumer, the overwhelming majority of consumers would decline to pay extra for shipping protection if presented with a true choice. So BrüMate has to resort to dark patterns to trick consumers into paying for shipping protection that they don't need or want.

7. Plaintiff Hannah Akman is one of those consumers. Ms. Akman made two purchases from BrüMate's website—one on April 2, 2026, and the other on May 26, 2026. Both times, BrüMate charged her a Shipping Protection Fee that BrüMate added to her order without asking. Plaintiff did not notice the Shipping Protection Fee at the time of her purchases. She would not have chosen to purchase it if BrüMate had presented the option clearly, without adding it to her order for her.

8. Plaintiff brings this action on behalf of herself and a class of purchasers to put an end to BrüMate's unfair practice and to recover the fees that BrüMate charged them.

9. Plaintiff asserts a claim for common-law unjust enrichment on behalf of a nationwide class.

10. Plaintiff asserts claims under California's Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200 *et seq.*; Consumers Legal Remedies Act ("CLRA"), Civ. Code § 1750 *et seq.*; and False Advertising Law ("FAL"), Bus. & Prof. Code § 17500 *et seq.*, on behalf of a California subclass.

II. Parties.

11. Plaintiff Hannah Akman is domiciled in San Francisco, California.

12. The proposed class includes citizens of every state.

13. Defendant BrüMate, LLC is a Delaware Limited Liability Company with its principal place of business in Denver, Colorado.

III. Jurisdiction and Venue.

14. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds $5,000,000, exclusive of interest and costs, and the matter is a class action in which one or more members of the proposed class are citizens of a state different from Defendant.

15. The Court has personal jurisdiction over Defendant because Defendant sold BrüMate Products to consumers in California, including to Plaintiff.

16. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims occurred in this District: Plaintiff resides in this District, and she placed both of the orders at issue from this District. Venue is also proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because Defendant would be subject to personal jurisdiction in this District if this District were a separate state. Defendant advertises and sells its Products to customers in this District, serves a market for its Products in this District, and Plaintiff's claims arise out of Defendant's contacts in this forum.

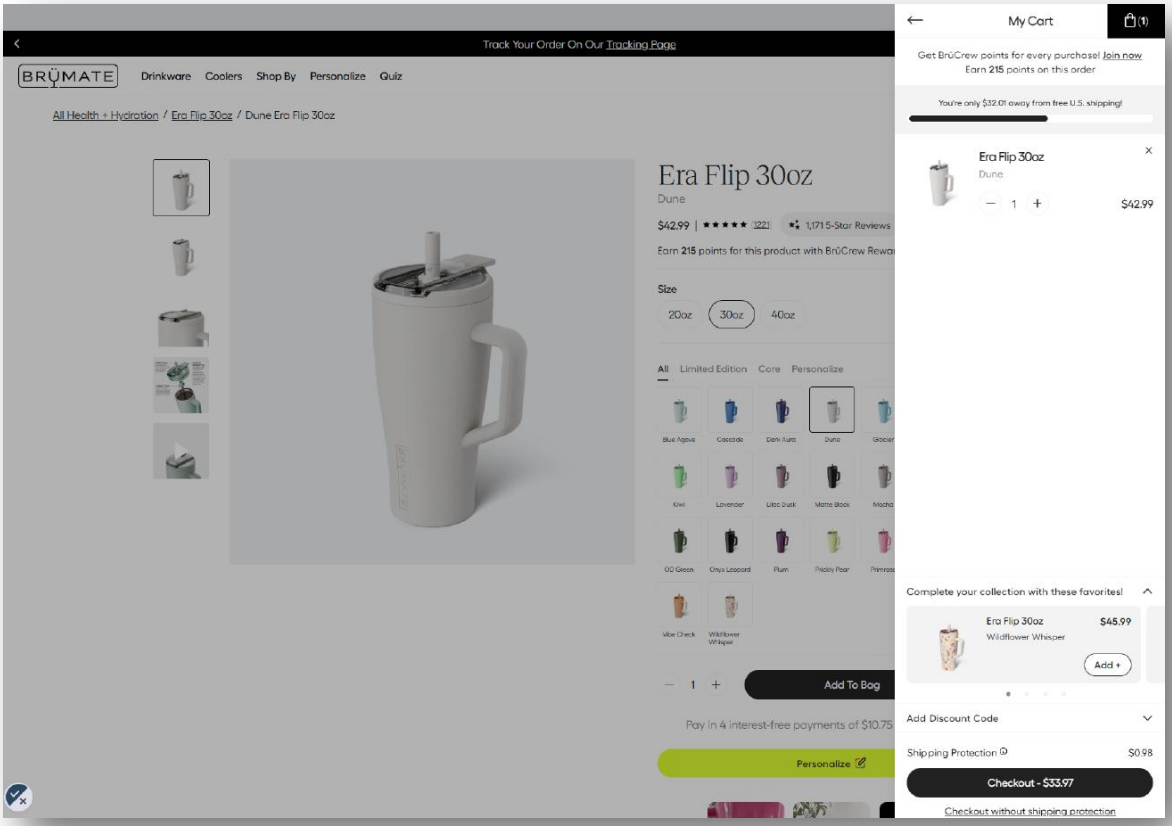
17. Divisional Assignment: This case should be assigned to the San Francisco/Oakland division. *See* L.R. 3-2(c). A substantial part of the events giving rise to the claims occurred in San Francisco County, California.

IV. Facts.

A. BrüMate automatically adds a Shipping Protection Fee to consumers' orders, and charges them for it unless they affirmatively "waive" it.

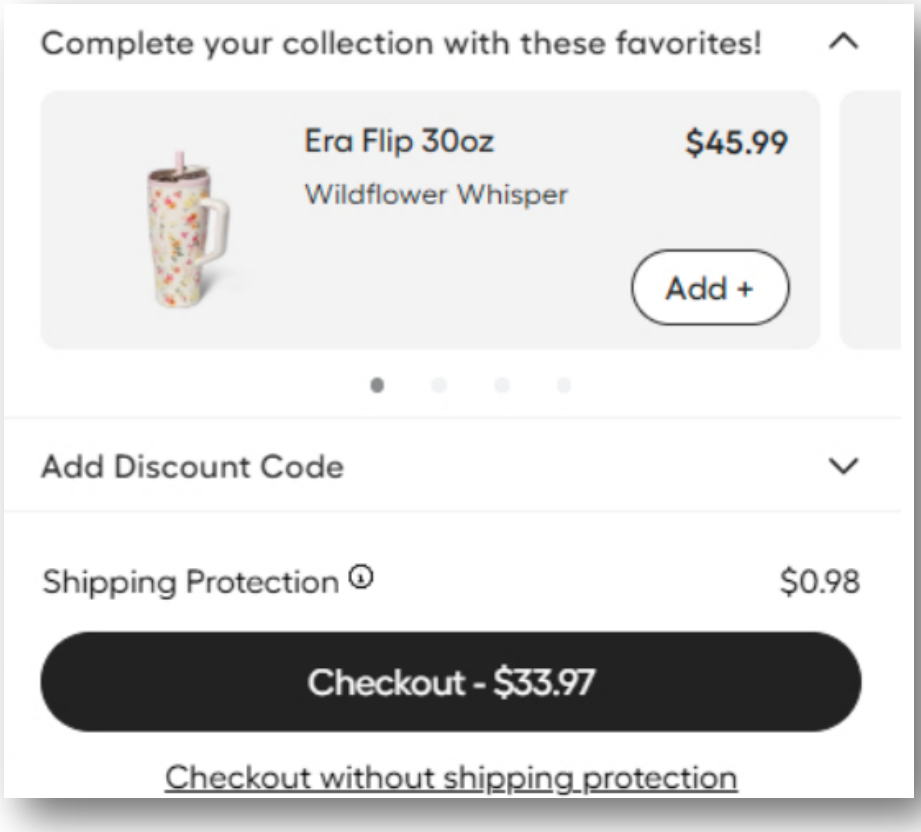
18. BrüMate sells insulated tumblers, mugs, water bottles, shakers, drinkware accessories, coolers, and related consumer goods ("BrüMate Products") through its website, www.BruMate.com.

19. To buy a product on BrüMate's website, consumers select the product they want and add it to their cart. When the consumer adds the product to their cart, BrüMate adds a Shipping Protection Fee to the order. BrüMate's cart panel opens with a "Shipping Protection" charge of $0.98 already in it—without the consumer having taken any affirmative action to add this optional add-on to their cart:



Captured August 19, 2026

20. The relevant portion of the cart panel is shown in greater detail below:



Captured August 19, 2026

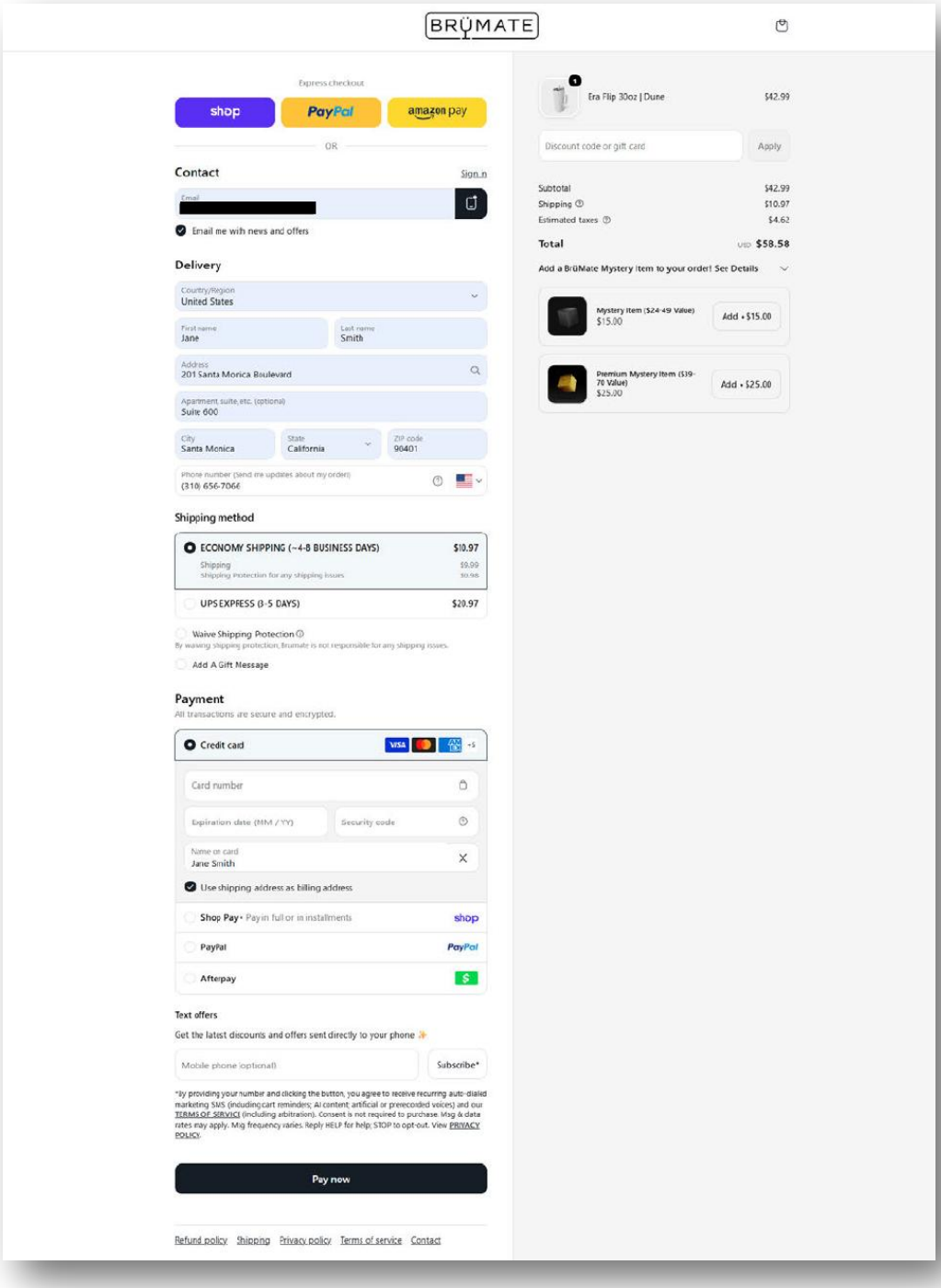
21. As the screenshot shows, BrüMate presents the consumer with a single prominent black call-to-action button—in the example above, "Checkout - $33.97"—which carries the Shipping Protection Fee forward into checkout. The only way the cart panel offers to proceed without the fee is a line of plain underlined text beneath that button: "Checkout without shipping protection." BrüMate thus gives the option that costs the consumer money the visual prominence of a primary button, and demotes the option that does not to the appearance of a hyperlink.

22. Because BrüMate adds the Shipping Protection Fee before the consumer ever reaches checkout, the order "Total" never increases at the moment the consumer supposedly agrees to buy shipping protection. The $0.98 is already inside the "Checkout - $33.97" button the consumer presses. So a consumer cannot detect that an unwanted

product was added to their order by noticing that their total went up when they proceeded—the way consumers ordinarily detect an unexpected charge.

23. BrüMate never asks its customers whether they want to purchase shipping protection before adding it to their carts. Instead, BrüMate makes that decision for them. Consumers are not given an "opt in" option to add shipping protection to their order, the universal way consumers expect optional add-ons to be added to their order; instead, to avoid paying the fee, they can only opt out—*if* they notice the unexpected addition and take an affirmative step to remove it.

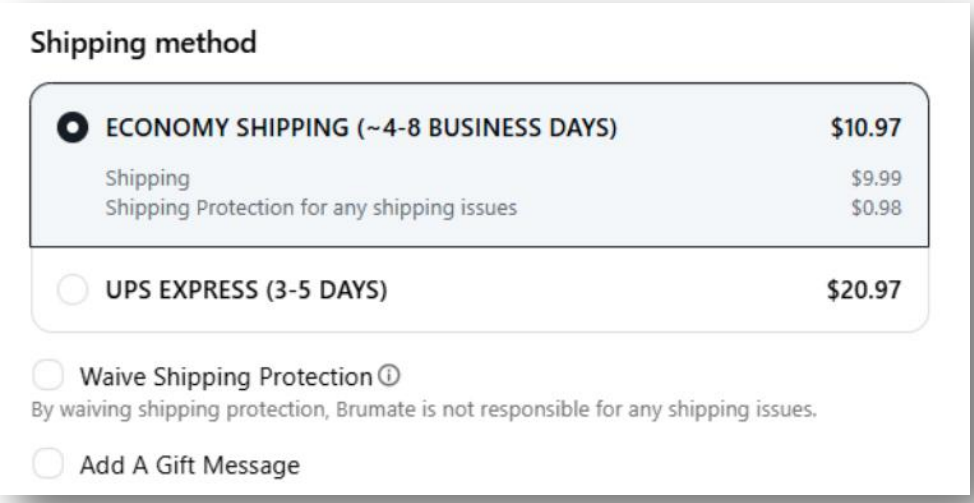
24. The Shipping Protection Fee then carries into BrüMate's checkout page, where the consumer enters their contact information, delivery address, and payment information:



Captured August 19, 2026

25. On that page, BrüMate presents a "Shipping method" box listing the available shipping options. The pre-selected option—"ECONOMY SHIPPING (~4-8 BUSINESS DAYS)"—is priced at $10.97, and BrüMate breaks that figure into two

components: "Shipping" at $9.99, and "Shipping Protection for any shipping issues" at $0.98. BrüMate's shipping-method list itself contains no protection-free economy option: the only economy line in the list is the $10.97 line with the fee built into it. Beneath the box, BrüMate displays an unchecked box labeled "Waive Shipping Protection," followed in smaller gray type by the statement: "By waiving shipping protection, BruMate is not responsible for any shipping issues." The relevant portion of the page is shown below:

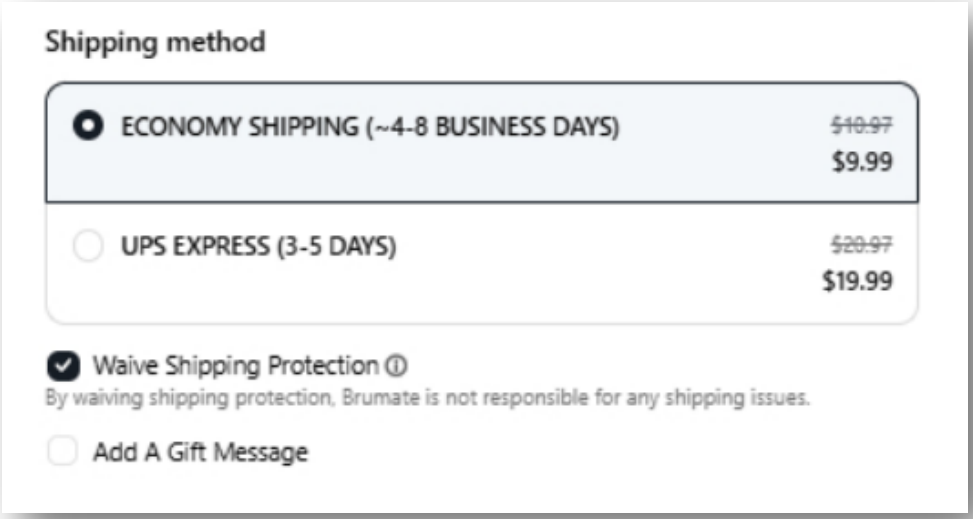


Captured August 19, 2026

26. That checkbox is the only means BrüMate provides on its checkout page to decline the Shipping Protection Fee, and it works backwards. In ordinary online commerce, a checked box means the consumer has selected something, and an unchecked box means they have not. BrüMate reverses that convention: leaving the "Waive Shipping Protection" box unchecked means the consumer is buying shipping protection, and checking it means they are not. A consumer who scans BrüMate's checkout page for boxes that have been ticked on their behalf—the familiar warning sign of an add-on they did not select—sees an unchecked box, and moves on.

27. If the consumer does check the "Waive Shipping Protection" box, the price of economy shipping drops from $10.97 to $9.99; the order summary strikes

through the $10.97 "Shipping" figure and replaces it with $9.99; a line appears reading "WAIVED DELIVERY GUARA[NTEE]"; and BrüMate announces "TOTAL SAVINGS $0.98." The screenshots below show the same shipping-method box and order summary after the "Waive Shipping Protection" box has been checked:



Captured August 19, 2026



Captured August 19, 2026

28. BrüMate offers this shipping protection in partnership with a third party, Corso Commerce, LLC, and BrüMate retains a share of the Shipping Protection Fees it

charges its customers.[2] In addition, as explained further below, BrüMate further benefits from tricking its customers into purchasing shipping protection by offloading responsibility for lost or damaged shipments—which would otherwise be its own responsibility—onto a third party. Said differently, BrüMate tricks its customers into paying out of pocket for shipping protection that doesn't benefit them, and instead benefits BrüMate. In fact, Corso has stated publicly that it has "generated tens of millions in new revenue for brands," specifically touting: "you can discover the same thing that brands like Brumate have discovered: 'Corso is a life saver.'"[3]

29. BrüMate's checkout design is not fixed: BrüMate controls it, and can change it at any time. BrüMate chooses the fee's name, amount, placement, and appearance; it chooses to add the fee by default rather than to offer it; and it chooses the mechanism—and the label—by which consumers must remove it. BrüMate can change any of those choices as easily and as quietly as it made them.

B. Adding a paid add-on by default, and requiring consumers to check a box to "waive" it, is an unfair "dark pattern" that manipulates consumers into paying for a product they never chose.

30. The FTC has identified "dark patterns" as manipulative website design practices that can "trick or manipulate consumers into buying products or services or giving up their privacy." One dark pattern the FTC has identified is the practice of "sneaking" unwanted items and charges into consumers' online orders without their consent—for example, by providing "[a] checkbox . . . which if left un-checked is interpreted as acceptance" of a charge.[4]

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[2] Corso's support documentation for merchants like BrüMate explains that it splits revenue with the merchant under a "rev share agreement." https://help.corso.com/checkout-plus/understanding-your-shipping-protection-invoices.

[3] https://www.corso.com/blog/introducing-the-new-corso-app

[4] FTC, *FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap Consumers* (Sept. 15, 2022) (https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-

31. The FTC has likewise made clear that pre-checking a box does not amount to consumer consent: "[a] 'pre-checked box' does not constitute affirmative consent."[5]

32. That principle applies with at least equal force to a box that the consumer must check in order to decline a charge. Whether the seller checks the box on the consumer's behalf or leaves it unchecked and treats an unchecked box as agreement, the seller is doing the same thing: charging the consumer for a product they never affirmatively chose, on the strength of their inaction. As the FTC has put it, "sneaking" charges into an online order includes providing "[a] checkbox . . . which if left un-checked is interpreted as acceptance" of the charge.[6]

33. Opt-out defaults are effective and profitable precisely because they exploit well-documented features of consumer behavior. Consumers tend to stick with default selections. Reasonable consumers completing an online purchase are focused on finalizing the transaction, not on auditing each line of their cart and each control on the checkout page for paid items the retailer put there on its own initiative. And reasonable consumers do not expect a retailer to add a paid product to their cart when they add a product to it, or to keep that product in the order unless they find and check a box to take it out.

34. BrüMate's choice to use an *unchecked* box that customers must check to "waive" Shipping Protection Fees does not solve the problem; it compounds it. Because the box that controls the Shipping Protection Fee is unchecked by default, the visual cue that consumers rely on to detect unwanted add-ons is absent: at a glance, nothing on the page *looks* pre-selected. The consumer must instead read the label, understand that "waive" means "do not buy," and grasp that the default—doing nothing—is the option that costs money.

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consumers); *see also* FTC, *Bringing Dark Patterns to Light*, *supra* note 1, at p. 21-22, 25.

[5]FTC, *Enforcement Policy Statement Regarding Negative Option Marketing* (Nov. 4, 2021), 86 Fed. Reg. 60822, 60825 n.46 (https://www.govinfo.gov/content/pkg/FR-2021-11-04/pdf/2021-24094.pdf).

[6] FTC, *Bringing Dark Patterns to Light*, *supra* note 1, at p. 25.

35. Congress has drawn the same line. The Restore Online Shoppers' Confidence Act ("ROSCA") makes it unlawful "to charge or attempt to charge any consumer for any goods or services sold in a transaction effected on the Internet through a negative option feature" unless the seller has first "clearly and conspicuously disclose[d] all material terms of the transaction before obtaining the consumer's billing information" and has "obtain[ed] a consumer's express informed consent before charging the consumer's credit card" or other financial account. 15 U.S.C. § 8403(1)–(2). ROSCA takes its definition of a "negative option feature" from the Federal Trade Commission's Telemarketing Sales Rule: "a provision under which the customer's silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as acceptance of the offer." 16 C.F.R. § 310.2(w); *see* 15 U.S.C. § 8403. That definition describes BrüMate's checkout precisely. BrüMate offers shipping protection by placing it in the consumer's order without being asked; the consumer's failure to take the affirmative action of checking the "Waive Shipping Protection" box—the only action that rejects the offer—is treated as their acceptance of it; and BrüMate then charges them.[7]

36. Making matters worse, BrüMate labels the control to remove the fee as "Waive Shipping Protection." The use of the word "waive" is no accident. To "waive" is to surrender a right or entitlement one would otherwise hold. The label therefore conveys to a reasonable consumer that shipping protection is a right or benefit that comes with their order—something they have, unless they affirmatively relinquish it. BrüMate reinforces that message in its order summary, which describes the consumer who declines the fee as having "WAIVED DELIVERY GUARANTEE"—as though

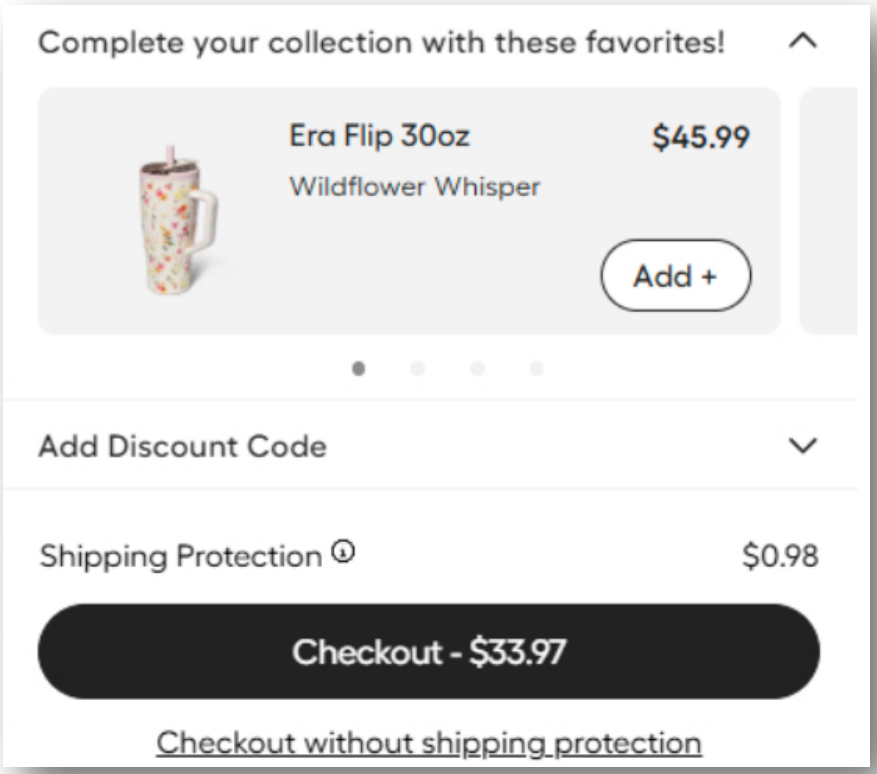
[7] It makes no difference that the Shipping Protection Fee is a one-time charge rather than a recurring one, as the definition of a negative option feature is not limited to recurring payments. A seller does not escape ROSCA's disclosure and consent requirements simply because a charge does not repeat.

BrüMate had guaranteed delivery of their order, and the customer had decided to give the guarantee away.

37. As a result, many reasonable consumers never notice the Shipping Protection Fee at all, and pay for a product they never chose to buy. Others may glimpse the "Waive Shipping Protection" box but reasonably conclude that shipping protection is a standard component of BrüMate's shipping service rather than a separate, optional charge—particularly because BrüMate presents it *inside* the "Shipping method" box, as a component of the shipping option BrüMate has pre-selected for them. Either way, consumers end up paying for shipping protection that they did not choose and would not have chosen. And consumers who not only notice the box but read the text beneath it are told that if they "waive" protection, BrüMate "is not responsible for any shipping issues"—a false premise, as described in greater detail below.

38. This is not how honest sales work. An honest merchant who wants to sell an optional add-on presents the option clearly, explains its purported benefits, and lets the consumer decide whether to buy it. BrüMate does things differently. It makes the decision to add an extra purchase for its customers, and profits from those who do not catch it.

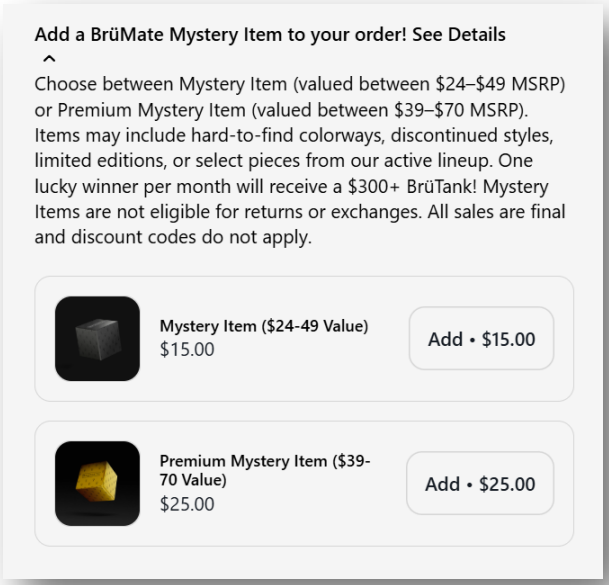
39. BrüMate knows how to present an optional add-on as a choice when it wants to, in multiple ways. In the same cart panel that contains the automatically added Shipping Protection Fee, BrüMate offers the consumer a second tumbler—an "Era Flip 30oz" in "Wildflower Whisper" for $45.99—under the heading "Complete your collection with these favorites!", with an "Add +" button the consumer must click:



Captured August 19, 2026

That add-on is not in the consumer's cart unless the consumer puts it there.

40. And on the checkout page, BrüMate offers consumers the choice to add a "BrüMate Mystery Item" to their order. That offer is difficult to miss: it explains the product, discloses its terms ("Mystery Items are not eligible for returns or exchanges. All sales are final and discount codes do not apply."), and presents two clearly priced choices, each requiring an affirmative click—"Add · $15.00" or "Add · $25.00" (for the "Premium Mystery Item"). Nothing is pre-selected, and nothing is charged unless the consumer affirmatively chooses it:

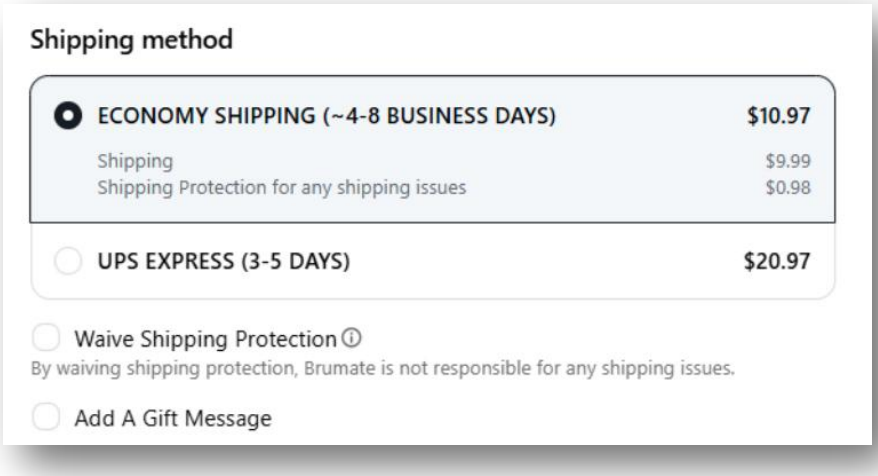


Captured September 1, 2026

41. So when BrüMate wants to give consumers an option, it asks. For the Shipping Protection Fee, BrüMate does not ask—it answers for the consumer, and then charges them.

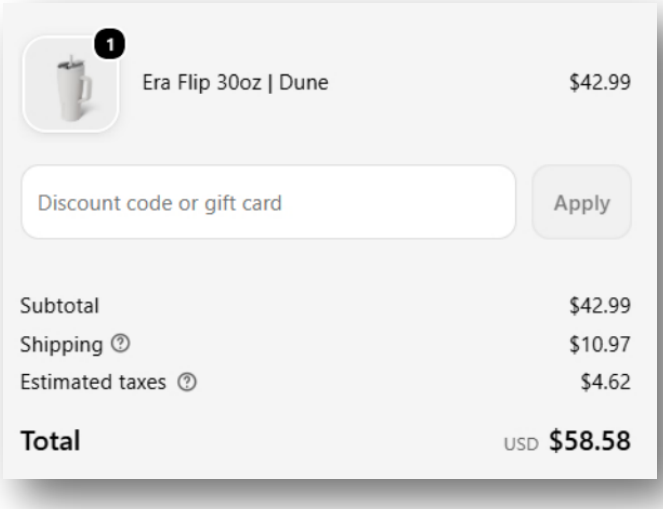
C. BrüMate also presents the Shipping Protection Fee as a component of shipping rather than an optional add-on, and omits it from the order summary and order confirmation—another "dark pattern" that manipulates consumers into paying for a product they never chose.

42. BrüMate's checkout design compounds the problem. BrüMate does not present shipping protection as a separate product the consumer may buy. It presents the charge *inside* the "Shipping method" box, as a sub-line of the shipping rate—directly beneath "Shipping" at $9.99, and summed with it into a single $10.97 price for "ECONOMY SHIPPING." Presented that way, the charge reads as a component of the shipping service the consumer must buy in order to receive their order, not as an optional add-on they may decline.



Captured August 19, 2026

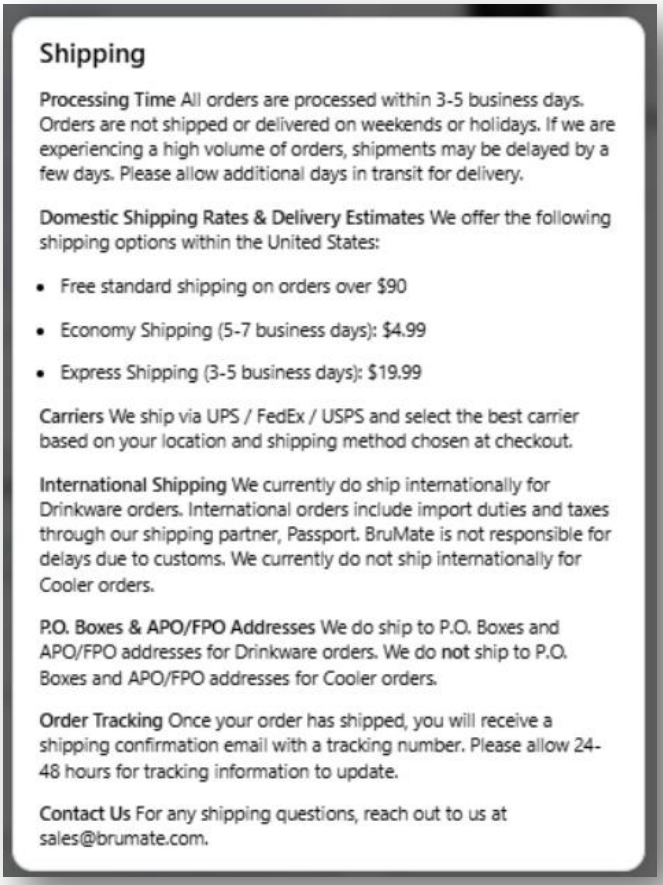
43. Worse, BrüMate never presents the Shipping Protection Fee as a line item in its checkout order summary. That summary lists "Subtotal," "Shipping," and "Estimated taxes," and then a "Total." Shipping protection appears nowhere in it. Instead, BrüMate folds the $0.98 fee into the "Shipping" figure, so that a consumer reviewing their order sees only a single "Shipping" charge of $10.97 that silently combines BrüMate's $9.99 economy shipping rate with the price of an add-on they never selected:



Captured August 19, 2026

44. Reasonable consumers understand line items like the subtotal, shipping, and taxes to be standard, mandatory components of an online order's total price. A consumer reviewing BrüMate's order summary has no way to know from that summary that the "Shipping" line is not, in fact, a shipping charge—that part of it is the price of an optional product BrüMate added. And a consumer who wanted to check their order for unwanted add-ons would find nothing in the summary to check: there is no shipping-protection line to see.

45. Nor does BrüMate's checkout disclose the charge to a consumer who goes looking for an explanation of the "Shipping" figure. Clicking the "?" icon that BrüMate places beside the "Shipping" line of the order summary opens a "Shipping" pop-up that sets out BrüMate's processing times, its domestic shipping rates and delivery estimates, its carriers, its international shipping and P.O. Box policies, its order-tracking practices, and a contact address. The pop-up says nothing about shipping protection, and nothing about the $0.98 that BrüMate has folded into the "Shipping" figure:



Shipping

Processing Time All orders are processed within 3-5 business days. Orders are not shipped or delivered on weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery.

Domestic Shipping Rates & Delivery Estimates We offer the following shipping options within the United States:

- Free standard shipping on orders over $90
- Economy Shipping (5-7 business days): $4.99
- Express Shipping (3-5 business days): $19.99

Carriers We ship via UPS / FedEx / USPS and select the best carrier based on your location and shipping method chosen at checkout.

International Shipping We currently do ship internationally for Drinkware orders. International orders include import duties and taxes through our shipping partner, Passport. BruMate is not responsible for delays due to customs. We currently do not ship internationally for Cooler orders.

P.O. Boxes & APO/FPO Addresses We do ship to P.O. Boxes and APO/FPO addresses for Drinkware orders. We do **not** ship to P.O. Boxes and APO/FPO addresses for Cooler orders.

Order Tracking Once your order has shipped, you will receive a shipping confirmation email with a tracking number. Please allow 24-48 hours for tracking information to update.

Contact Us For any shipping questions, reach out to us at sales@brumate.com.

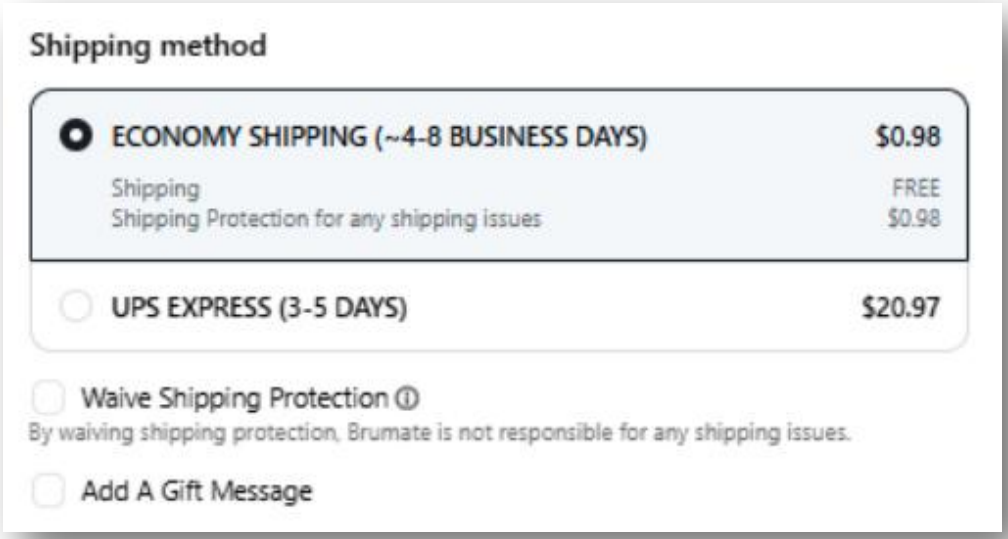
Captured August 19, 2026

46. BrüMate does not itemize the fee in its order confirmations either. The order confirmation emails BrüMate sent Plaintiff itemize each Product she bought, her discount, her subtotal, and each component of California sales tax down to the penny, and then list a single line: "Shipping: $5.97." Neither confirmation discloses that $0.98 of that amount was a Shipping Protection Fee, that BrüMate had added an optional product to her order, or that shipping protection existed at all. The consequence is that a consumer who did not catch the fee at checkout has no reasonable way to discover it afterward.

47. BrüMate's placement of the fee is especially misleading because BrüMate tells its customers that shipping is free on many orders. A banner across the top of BrüMate's website announces "Free Shipping On U.S. Orders Over $90," and a band

above the footer repeats the promise: "Free Shipping on U.S. Orders Over $90." BrüMate repeats the promise at checkout: clicking the "?" icon beside the "Shipping" line of the order summary opens a "Shipping" pop-up stating that BrüMate offers "Free standard shipping on orders over $90." And BrüMate's cart panel urges the consumer toward that threshold, with a progress bar and a message at the top of the panel—"You're only $32.01 away from free U.S. shipping!"—in the very same panel in which BrüMate has placed the automatically added "Shipping Protection" charge. A consumer whom BrüMate is actively encouraging to think about *earning free shipping* has no reason to expect that BrüMate has quietly added a shipping-related charge to their order in the same breath.

48. And consumers who do reach BrüMate's free-shipping threshold are charged the Shipping Protection Fee anyway. When an order qualifies for free shipping, BrüMate's cart panel congratulates the consumer—"You're qualified for free U.S. shipping!"—and still adds the $0.98 "Shipping Protection" charge to their order. At checkout, BrüMate then prices the pre-selected "ECONOMY SHIPPING (~4-8 BUSINESS DAYS)" option at $0.98, broken into "Shipping" at "FREE" and "Shipping Protection for any shipping issues" at $0.98. The consumer who spent enough to earn free shipping is thus still charged a shipping-related fee—unless they notice the "Waive Shipping Protection" box and check it:



Captured August 19, 2026

49. Adding the fee without asking, presenting it as a component of shipping, and then omitting it from the order summary and the order confirmation is unfair. A consumer reviewing their order before paying is focused on completing the purchase, not on distrusting a "Shipping" figure that looks like a shipping charge; and a consumer reviewing their confirmation afterward is given no indication that they were charged a Shipping Protection Fee. BrüMate's presentation and non-itemization of the fee cause consumers to pay Shipping Protection Fees that they otherwise would not have paid for.

D. BrüMate also describes the protections offered by shipping protection in a false and misleading manner.

50. BrüMate does not just hide the Shipping Protection Fee from consumers—it also misleads the consumers who find it. The checkbox warns consumers that if they check it, they "Waive Shipping Protection." And directly beneath the checkbox, BrüMate states: "By waiving shipping protection, Brumate is not responsible for any shipping issues."[8] Together with the "waive" framing, the message a reasonable

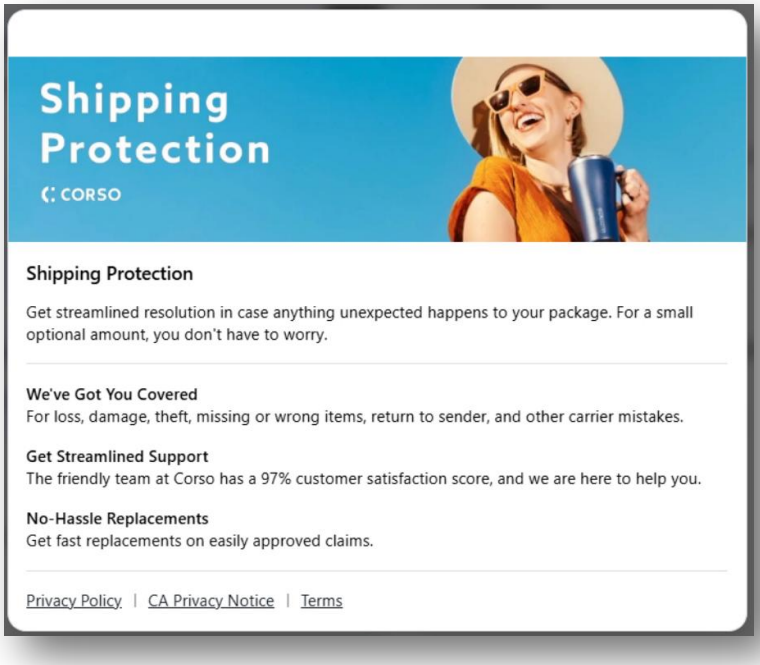
[8]BrüMate repeats the same message in its Help Center, where it states—without qualification, and as a precondition to any remedy—that "[p]rotection must be added to your order for any issues during the shipping process to be covered," and that "BrüMate

consumer takes away is unmistakable: if they decline the Shipping Protection Fee and their package is lost, damaged, or stolen in transit, the loss is the customer's to bear.

51. That message is false. California law places the risk that goods are lost or damaged in transit on BrüMate until its customers receive them, absent a contrary agreement of the parties, and there is no contrary agreement here: BrüMate has no terms of sale that allocate responsibility for shipping issues, and a checkbox labeled "Waive Shipping Protection"—which nowhere identifies what right is being surrendered, and which BrüMate never explains—is not an agreement by the consumer to bear the risk that BrüMate's shipment never arrives. *See* Cal. Com. Code § 2509(3), (4). BrüMate's statement that it "is not responsible for any shipping issues" if the consumer declines the fee is therefore not simply misleading—it is contrary to the law that governs the sale.

52. The "ⓘ" icons that BrüMate places beside the "Shipping Protection" line item in its cart, and beside the "Waive Shipping Protection" checkbox at checkout, open a Corso-branded pop-up that tells consumers, "We've Got You Covered" "[f]or loss, damage, theft, missing or wrong items, return to sender, and other carrier mistakes":

is not held liable for any shipping carrier issues," directing consumers to take up any problem with the carrier instead. https://www.brumate.com/pages/help-center-shipping.



Captured August 19, 2026

53. The premise of the pitch—that consumers must pay a fee so that they "don't have to worry" if "anything unexpected happens to your package"—is false. In reality, consumers are already protected against the risk of lost, damaged, or stolen packages. To begin, BrüMate offers a limited lifetime warranty on its drinkware products, according to which it will repair or replace defective products, including drinkware that has manufacturer defects.[9] In other words, BrüMate already provides (free) coverage for Products that are damaged due to defects. Second, the law places the risk that goods are lost or damaged in transit on the seller or the carrier—not the consumer. When a merchant ships goods to a consumer, the merchant bears the risk of loss until the consumer receives the goods absent contrary agreement, which, as explained above, there is none here. *See* Cal. Com. Code § 2509(1)(b), (3), (4). And as a backstop, federal law entitles consumers to dispute, and have reversed, charges for goods that never arrive. *See* 15 U.S.C. § 1666.[10]

[9] https://www.brumate.com/pages/warranty.

[10] BrüMate's terms and warnings about purported "waiver" do not change this. Its

54. Clicking through to the "Terms"[11] linked in the Shipping Protection pop-up's fine print confirms that consumers receive no value for their money. The terms state that shipping protection "IS NOT AND SHALL NOT CONSTITUTE INSURANCE OF ANY KIND WHATSOEVER." Although the pop-up represents that the Shipping Protection Fee buys "No-Hassle Replacements" on "easily approved claims," the linked terms actually provide that claim determinations are made "IN THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY," and that Corso may "deny, delay, or reverse any claim."

55. Consumers also "must notify [Corso] of any lost or damaged products, for which shipping protection has been purchased, within 60 days of the date that such product(s) were *purchased*"—so a consumer whose shipment is delayed, or whose loss surfaces late, receives nothing in exchange for their Shipping Protection Fee.

56. And Corso's terms only purport to cover products that are "DAMAGED OR LOST"—making no mention of the other perils ("theft, missing or wrong items, return to sender, and other carrier mistakes") listed in the pop-up.[12] So BrüMate's pop-up promises protections that, per the actual terms, simply do not exist.

57. Indeed, Corso itself has publicly boasted about how effective these measures are at ensuring that consumers end up receiving "The Least Refunds"[13]:

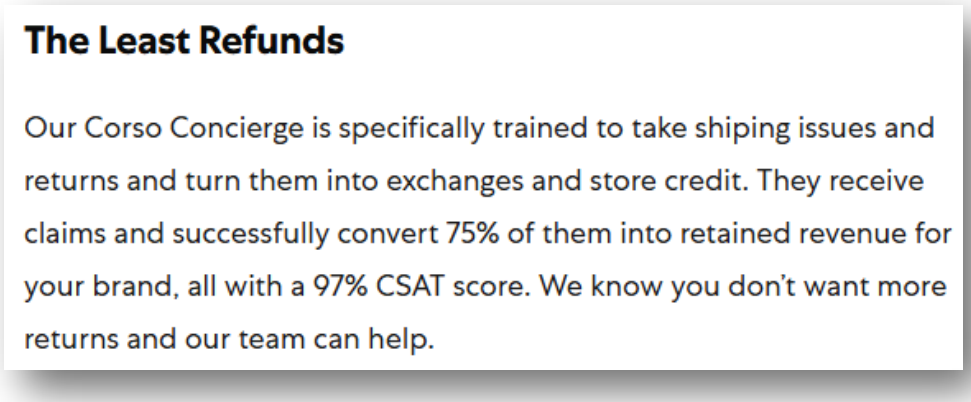
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terms and conditions nowhere allocate responsibility for shipping issues, and do not even mention shipping protection or shipping issues. https://www.brumate.com/pages/terms-conditions. And simply labeling the shipping protection check-box "Waive Shipping Protection" does not manufacture customer consent to any such terms, not least because BrüMate never describes what rights exist that are purportedly being waived.

[11] https://www.corso.com/terms.

[12] Notably, "wrong items" is not a shipping loss at all: the wrong product being placed inside a package is BrüMate's error, not the carrier's.

[13] https://www.corso.com/blog/introducing-the-new-corso-app.



Captured August 31, 2026

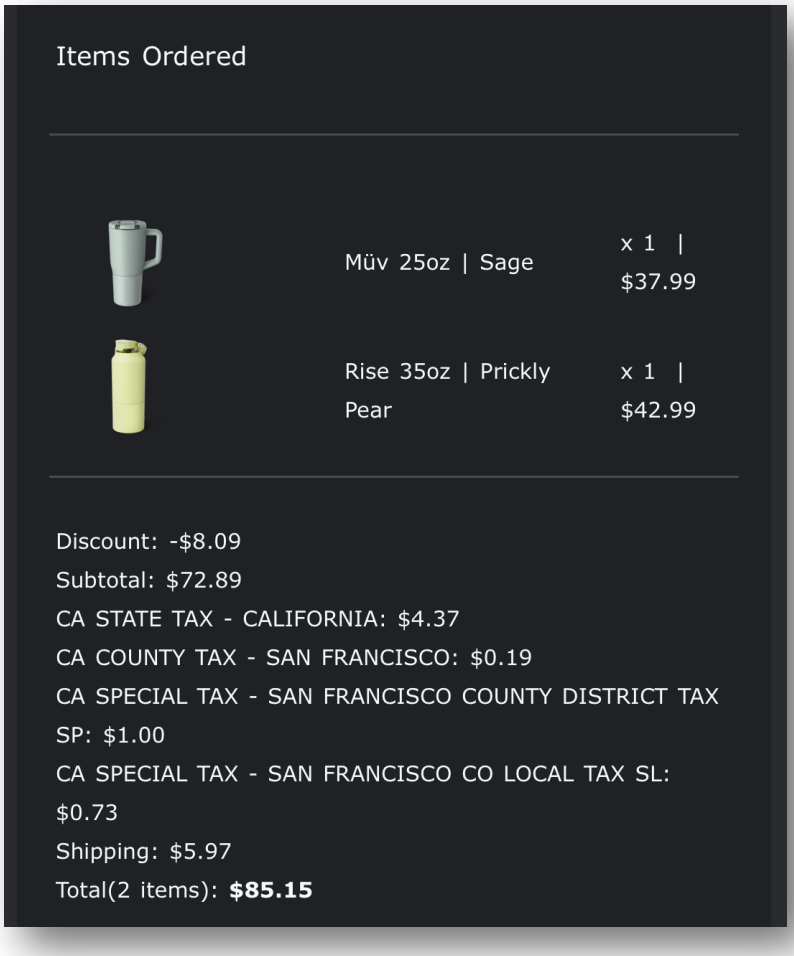
58. The result is that consumers who pay BrüMate's Shipping Protection Fees do so either without noticing the fee at all, or—if they do notice it—under the false pretense that, without it, their shipments are unprotected. Either way, BrüMate induces its customers to pay Shipping Protection Fees through manipulation and deception, not through its customers' informed choice. That shipping protection then benefits BrüMate, not the customers who pay for it, leading to BrüMate's testimonial that for its business, "Corso is a life saver."[14]

E. BrüMate charged Plaintiff Shipping Protection Fees that she never chose.

59. Plaintiff Hannah Akman purchased products from BrüMate's website twice, and both times BrüMate charged her a Shipping Protection Fee that BrüMate had added to her order without asking.

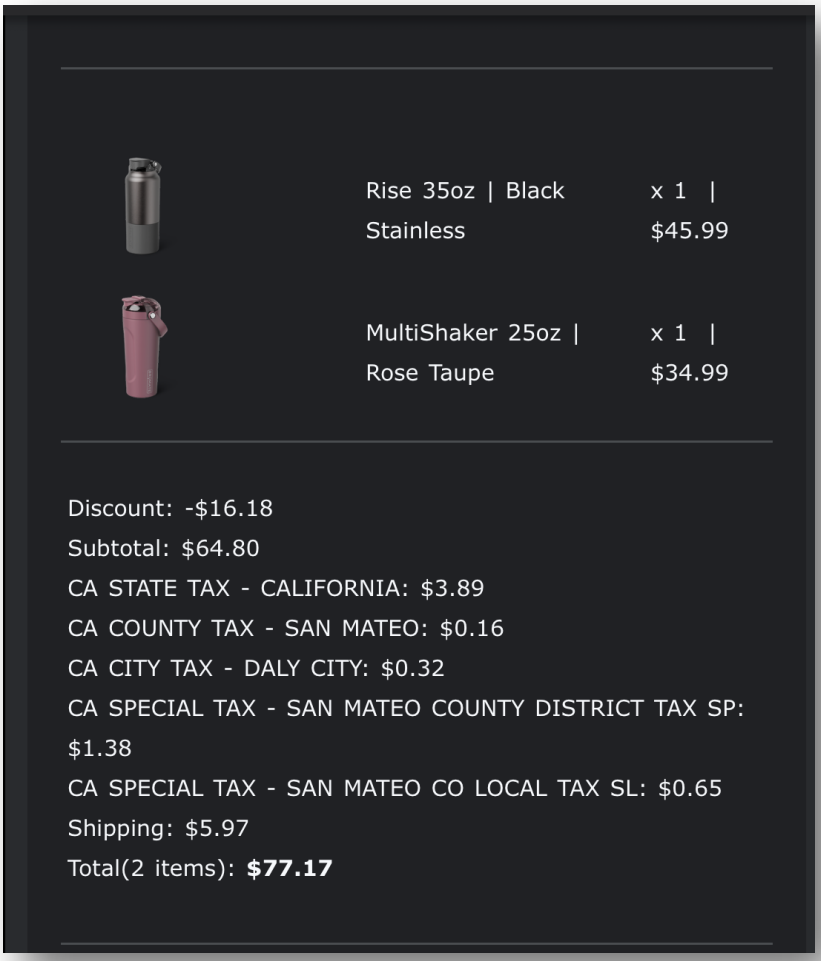
60. First, on April 2, 2026, Ms. Akman purchased a Müv 25oz tumbler in Sage ($37.99) and a Rise 35oz bottle in Prickly Pear ($42.99) from BrüMate's website, for a total price of $85.15:

[14] https://www.corso.com/blog/introducing-the-new-corso-app.



61. As part of that order, BrüMate charged Ms. Akman a $0.98 Shipping Protection Fee. Her order confirmation does not itemize that fee. It lists a single "Shipping" charge of $5.97—BrüMate's $4.99 economy shipping rate plus the $0.98 Shipping Protection Fee that BrüMate added to her order. Ms. Akman did not choose to add this Shipping Protection Fee to her order; BrüMate did.

62. Second, on May 26, 2026, Ms. Akman again purchased Products from BrüMate's website—a Rise 35oz bottle in Black Stainless ($45.99) and a MultiShaker 25oz in Rose Taupe ($34.99)—for a total price of $77.17:



63. As part of that order, BrüMate again charged Ms. Akman a $0.98 Shipping Protection Fee, again embedded and hidden within a single "Shipping: $5.97" line. As before, this was a charge that BrüMate added to her order without asking.

64. Ms. Akman did not notice that BrüMate had added a Shipping Protection Fee to her orders at the time she made her purchases. She did not know that the charges existed, did not know that they were optional, and did not know that they could be removed. She never chose to purchase shipping protection; BrüMate added it to her orders for her. If BrüMate had presented the shipping protection option clearly—without adding it to her order for her, and without requiring her to "waive" it—Ms. Akman would not have chosen to purchase it.

65. Nor could Ms. Akman have discovered the charges from her own records. Neither of her order confirmations discloses the Shipping Protection Fee, and neither mentions shipping protection at all.

66. Because Ms. Akman did not know that the charges existed, were optional, or could be removed, she never knowingly agreed to pay them. Her payments were made without full knowledge of the facts.

67. Ms. Akman was injured by BrüMate's conduct. She lost money: the two $0.98 fees that BrüMate charged her for shipping protection she never chose and did not want. BrüMate, for its part, was unjustly enriched, twice: it retained some of the money Ms. Akman paid for shipping protection; and it received, at her expense, a third-party undertaking with a market value of $0.98 per order that protected BrüMate against losses BrüMate would otherwise have had to bear itself.

68. Ms. Akman would like to purchase from BrüMate's website again in the future. But she cannot rely on BrüMate's checkout process. BrüMate controls, and can change at any time, the fee's name, amount, placement, and appearance, as well as the mechanism by which it adds the fee and the mechanism by which consumers must remove it. If BrüMate continues to be able to charge Shipping Protection Fees that consumers never chose, Ms. Akman has no way of knowing whether, when, where, or in what form BrüMate will add a paid add-on to her next order. And because BrüMate does not itemize the fee on its order confirmations, she cannot verify after the fact whether she was charged one.

V. Class Action Allegations.

69. Plaintiff brings the asserted claims on behalf of the proposed Class and Subclass of:

- Nationwide Class: all persons who, while in the United States and within the applicable statute of limitations period, purchased a BrüMate Product and paid a Shipping Protection Fee.

- California Subclass: all persons who, while in the State of California and within the applicable statute of limitations period, purchased a BrüMate Product and paid a Shipping Protection Fee.

70. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity & Ascertainability

71. The proposed Class contains members so numerous that separate joinder of each member of the Class is impractical. There are millions of Class Members.

72. Class Members can be identified through Defendant's sales records and public notice. Because BrüMate added the Shipping Protection Fee to consumers' orders by default and collected it as part of a single combined "Shipping" charge, class membership can be determined from Defendant's own transaction records, and does not depend on individual consumers' records or recollection.

Predominance of Common Questions

73. There are questions of law and fact common to the proposed Class. Common questions of law and fact include, without limitation:

(1) whether Defendant's Shipping Protection Fee is unfair;

(2) whether Defendant's Shipping Protection Fee is illegal under California's consumer protection statutes and the FTC Act;

(3) whether Defendant's Shipping Protection Fee unjustly enriched Defendant;

(4) what damages are needed to reasonably compensate Plaintiff and the proposed Class;

(5) whether an injunction is necessary to prevent Defendant from continuing to charge unlawful Shipping Protection Fees.

Typicality & Adequacy

74. Plaintiff's claims are typical of the proposed Class. Like the proposed Class, Plaintiff paid a Shipping Protection Fee that BrüMate added to her order by default, and that BrüMate charged her because she did not check a box to remove it, when purchasing BrüMate Products. There are no conflicts of interest between Plaintiff and the Class.

Superiority

75. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of millions of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. Claims.

First Cause of Action:

Unjust Enrichment

(By Plaintiff and the Nationwide Class)

76. Plaintiff incorporates each and every factual allegation set forth above.

77. Plaintiff brings this cause of action on behalf of herself and members of the Nationwide Class, under the common law of unjust enrichment.

78. Plaintiff and Class Members conferred a benefit on Defendant: the Shipping Protection Fees that Defendant charged and collected from them. Plaintiff and Class Members also conferred a second benefit on Defendant: a third-party undertaking that inured to the benefit of Defendant by shifting to a third party (Corso) risk of certain losses that Defendant would otherwise have had to bear.

79. Defendant obtained that benefit through the unfair and deceptive practices alleged above. Defendant added the Shipping Protection Fees to consumers' orders without their knowledge or affirmative consent; required consumers to find and check a box to remove shipping protection in order to avoid the charge; represented that consumers who declined the charge would bear the risk that their shipments were lost, damaged, or stolen; presented the charge as a component of the shipping rate it had pre-selected rather than as an optional add-on; omitted the fee from the order summary and from its order confirmations, folding it into a single "Shipping" charge in both; and misrepresented the nature and benefits of the shipping protection itself. Plaintiff and Class Members paid the fees unknowingly or under false pretenses, and received little or nothing of value in return.

80. Defendant knew of and appreciated the benefit, and has retained it. Under these circumstances, it would be unjust and inequitable for Defendant to retain the Shipping Protection Fees at Plaintiff's and Class Members' expense.

81. Plaintiff and Class Members accordingly seek restitution and disgorgement of the Shipping Protection Fees that Defendant collected, plus interest. Plaintiff and Class Members also seek restitution and disgorgement of the value of the shipping protection that they paid for and that Defendant benefitted from. Plaintiff pleads this claim in the alternative to her other claims, and, as alleged above, she and the Class lack an adequate remedy at law.

Second Cause of Action:

Violation of California's Unfair Competition Law

(By Plaintiff and the California Subclass)

82. Plaintiff incorporates each and every factual allegation set forth above.

83. Plaintiff brings this cause of action on behalf of herself and members of the California Subclass.

84. The UCL prohibits any "unfair … business act or practice." Bus. & Prof. Code § 17200. The UCL's "unfair" prong is "intentionally broad, thus allowing courts

maximum discretion to prohibit new schemes to defraud." *State Farm Fire & Cas. Co. v. Superior Court*, 45 Cal. App. 4th 1093, 1103 (1996).

85. Defendant has violated California's Unfair Competition Law (UCL) by engaging in unlawful, unfair, and deceptive conduct.

The Unlawful Prong

86. Defendant engaged in unlawful conduct by violating the FTC Act, the Restore Online Shoppers' Confidence Act, the unfair prong of the UCL, the deceptive prong of the UCL, the FAL, and the CLRA as alleged above and incorporated here. Plaintiff pleads each of these predicates independently and in the alternative.

87. Defendant's unlawful Shipping Protection Fees violate Section 5 of the FTC Act's prohibition on "unfair or deceptive acts or practices in or affecting commerce" because they employ the very dark patterns the FTC has condemned. 15 U.S.C. § 45(a)(1). The FTC has explained that "sneaking" additional products and charges into consumers' online orders without their affirmative consent is an unfair and deceptive practice, including, for example, presenting "[a] checkbox . . . which if left unchecked is interpreted as acceptance."[15] By adding shipping protection to consumers' orders by default, requiring consumers to check a box "waiving" it in order to avoid the charge, presenting the charge as a component of its pre-selected shipping rate and then omitting it from the order summary and the order confirmation, and telling consumers who decline that BrüMate "is not responsible for any shipping issues," BrüMate charges consumers for an optional add-on to which they never affirmatively agreed—precisely the conduct that the FTC's guidance on negative-option marketing and dark patterns prohibits.

88. Defendant's Shipping Protection Fees are independently unlawful because they violate the Restore Online Shoppers' Confidence Act, 15 U.S.C. § 8403. BrüMate charges consumers for goods and services sold in transactions effected on the Internet

[15] FTC, *Bringing Dark Patterns to Light*, *supra* note 1, at p. 25.

"through a negative option feature"—a provision under which the consumer's "silence or failure to take an affirmative action to reject" the goods or services "is interpreted by the seller as acceptance of the offer," 16 C.F.R. § 310.2(w). Defendant's negative option feature (1) does not conspicuously disclose all material terms of the transaction before obtaining the consumer's billing information, and (2) does not obtain the consumer's express informed consent before charging them. 15 U.S.C. § 8403(1)–(2). Moreover, Defendant does not clearly and conspicuously disclose that the Shipping Protection Fee is an optional add-on rather than a component of the shipping the consumer must buy: Defendant presents the charge as a sub-line of its pre-selected shipping rate, omits it from the order summary, and omits it from its order confirmations. Because a reasonable consumer in Defendant's checkout would be confused about whether the Shipping Protection Fee is optional at all, their assent to the total price Defendant displays is not express informed consent to that fee.[16]

89. Defendant's Shipping Protection Fees are also unlawful because they violate the FAL and the CLRA, and because they violate the unfair and deceptive prongs of the UCL, for the reasons alleged in the sections that follow and incorporated here. Each of these violations independently renders BrüMate's conduct "unlawful" within the meaning of the UCL.

The Unfair Prong

90. As alleged in detail above, Defendant committed "unfair" acts by adding a Shipping Protection Fee to its customers' orders by default, and thereby charging them for an optional product they never chose to buy unless they notice the "Waive Shipping Protection" box and affirmatively check it.

91. BrüMate's practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. BrüMate's default Shipping Protection Fee exploits

[16] ROSCA's disclosure and consent requirements apply notwithstanding that BrüMate's fee is charged once rather than on a recurring basis: the definition of a negative option feature is not limited to recurring charges.

consumers' inattention and their reasonable expectation that a retailer will not add paid products to their orders without asking. BrüMate then compounds the manipulation in three ways: by inverting the ordinary meaning of a checkbox, so that the consumer must *check* a box to avoid a charge and the familiar warning sign of a pre-ticked box is absent; by presenting the charge as a component of the shipping rate it has pre-selected rather than as an optional add-on, and then omitting it from the order summary and from its order confirmations, so that a consumer who did not catch the fee cannot discover it afterward; and by telling the consumers who do notice the choice that if they decline, BrüMate "is not responsible for any shipping issues"—falsely conveying that they, rather than BrüMate and the carrier, bear the risk of loss. As the FTC has explained, sneaking charges into consumers' orders is a dark pattern, including specifically presenting an un-checked box "which if left un-checked is interpreted as acceptance"[17] of the charge. And BrüMate extracts fees even from the minority of consumers who notice the un-checked box, by falsely implying that removing the fee means their shipments are unprotected.

92. BrüMate's practice is unfair because the harm to the consumer greatly outweighs the public utility of its conduct. The consumer injury is substantial: BrüMate's Shipping Protection Fees inflict a small harm on a large number of consumers, extracting a dollar or so from each of the many consumers who complete purchases through BrüMate's checkout process. *See FTC v. Neovi, Inc.*, 604 F.3d 1150, 1157 (9th Cir. 2010) ("An act or practice can cause 'substantial injury' by doing a 'small harm to a large number of people' ….''). The injury is not outweighed by any countervailing benefits to consumers or competition. There is no utility to charging consumers by default for an optional add-on rather than asking them whether they want to buy it. Merchants that honestly ask their customers whether they want to buy add-ons are placed at a competitive disadvantage. And consumers cannot reasonably avoid the injury: the fee is added by default as soon as a Product enters the cart, the only means of removing it at

[17] FTC, Bringing Dark Patterns to Light, supra note 1, at p. 25.

checkout is a box that must be checked rather than unchecked, the amount is omitted from the order summary and from the order confirmation, and consumers who notice the choice are told they will bear the risk of loss if they decline.

93. BrüMate's practice also violates established public policies that are tethered to specific constitutional, statutory, and regulatory provisions, including the FTC Act, the UCL, and the CLRA, along with the FTC's policy (as expressed in its Enforcement Policy Statement Regarding Negative Option Marketing) that charges require consumers' express, affirmative consent, and that a pre-checked box does not suffice.

94. Plaintiff and Subclass Members lost money as a result of BrüMate's unfair practice: they paid Shipping Protection Fees that they would not have paid if BrüMate had not added the fees to their orders for them. Subclass Members paid those fees either without noticing them, or under the false pretense that their shipments would otherwise be unprotected and that BrüMate would not be responsible for them.

95. Plaintiff and Subclass Members are entitled to restitution of the Shipping Protection Fees that BrüMate charged them. Bus. & Prof. Code § 17203. The fees are the money that BrüMate obtained through its unfair practice: had BrüMate presented the option honestly, without adding it to consumers' orders by default, Plaintiff and Subclass Members would not have paid the fees.

96. Plaintiff and Subclass Members are also entitled to injunctive relief. The balance of equities favors the entry of permanent injunctive relief against Defendant. Plaintiff, Subclass Members, and the general public will be irreparably harmed absent the entry of permanent injunctive relief. No award of damages can remedy BrüMate's ongoing practice or protect consumers (including Subclass Members who wish to continue to shop on BrüMate's website in the future) from being charged fees they never chose. BrüMate continues to charge Shipping Protection Fees by default, as of the date of this filing.

The Deceptive Prong

97. As alleged in detail above, Defendant committed "deceptive" acts by presenting the default Shipping Protection Fee in a manner that is likely to deceive reasonable consumers.

98. BrüMate's checkout is likely to deceive reasonable consumers in multiple ways. First, by adding shipping protection to consumers' orders by default, presenting the charge as a component of the pre-selected shipping method, and folding it into the "Shipping" line of the order summary, BrüMate conveys to reasonable consumers that they chose to purchase shipping protection, or that it is a mandatory part of the shipping they are buying—when in fact it is an optional add-on that consumers never selected.

99. Second, BrüMate's framing of the choice as a "waiver"—the "Waive Shipping Protection" label, the "WAIVED DELIVERY GUARANTEE" line in the order summary, and the statement that "[b]y waiving shipping protection, Brumate is not responsible for any shipping issues"—falsely communicates that shipping protection is a right or benefit that comes with the consumer's order, that declining it means surrendering that right, and that consumers who decline bear the risk that their products are lost, damaged, or stolen in transit. As alleged above, that is false: the seller and the carrier, not the consumer, bear that risk; consumers have the right to dispute and reverse charges for goods that never arrive; and BrüMate has no terms of sale that disclaim its responsibility or shift the risk of loss to its customers.

100. Third, the Corso-branded pop-up that BrüMate uses to describe the product misrepresents what the product is and what it covers, as alleged above: it advertises coverage for perils that Corso's coverage grant does not reach, promises "easily approved claims" that Corso's terms in fact leave up to its "sole and absolute discretion," and describes as "optional" a charge BrüMate has already imposed.

101. BrüMate's deceptive presentation of the fee is material, because a reasonable consumer deciding whether to pay for shipping protection would consider important (1) whether they were made aware of the Shipping Protection Fee and presented with a clear choice about whether to pay for it, (2) whether declining the fee

would in fact leave them bearing the risk that their order never arrives, and (3) the actual value (or lack thereof) that shipping protection provides.

102. Plaintiff and Subclass Members lost money as a result of BrüMate's deceptive practice: they paid Shipping Protection Fees that they did not choose and would not have paid absent BrüMate's deceptive checkout design. They are entitled to restitution of those fees under Business and Professions Code section 17203, and to injunctive relief prohibiting BrüMate's further violations of the UCL. As alleged above, Plaintiff and Subclass Members lack an adequate remedy at law.

Third Cause of Action:

Violation of California's Consumers Legal Remedies Act

(By Plaintiff and the California Subclass)

103. Plaintiff incorporates each and every factual allegation set forth above.

104. Plaintiff brings this cause of action on behalf of herself and members of the California Subclass.

105. Plaintiff and the Subclass are "consumers," as the term is defined by California Civil Code § 1761(d).

106. Plaintiff and the Subclass have engaged in "transactions" with Defendant as that term is defined by California Civil Code § 1761(e). The BrüMate Products that Plaintiff and Class Members purchased, and the Shipping Protection Fees that BrüMate charged them for, are "goods" or "services" within the meaning of the CLRA. Cal. Civ. Code § 1761(a)-(b).

107. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

108. As alleged more fully above, BrüMate's practice of adding the Shipping Protection Fee to consumers' orders by default, presenting the charge as a component of the shipping method it pre-selected, requiring consumers to "waive" shipping protection

in order to avoid the charge, and telling consumers who waive that BrüMate "is not responsible for any shipping issues," violates the CLRA, including the following provisions:

109. Defendant violated, and continues to violate, section 1770 of the California Civil Code.

110. Defendant violated, and continues to violate, section 1770(a)(5) of the California Civil Code by representing that consumers' orders consist of the products they selected, when BrüMate has added to those orders a paid product (shipping protection) that consumers did not select. Defendant also violated this subsection by representing that shipping protection is needed to protect consumers against the risk of lost, damaged, or stolen packages, when in fact—as alleged above—the seller and the carrier, not the consumer, bear that risk, and consumers already receive those protections. Defendant further violated this subsection by advertising coverage (for "theft, missing or wrong items, return to sender, and other carrier mistakes") and service characteristics ("No-Hassle Replacements" on "easily approved claims") that the governing terms do not provide.

111. Defendant violated, and continues to violate, section 1770(a)(9) of the California Civil Code. Defendant violates this subsection by advertising its products and its checkout as involving the items the consumer actually chose, with the intent to charge consumers an additional Shipping Protection Fee that consumers did not choose. Defendant also violated this subsection by advertising the Shipping Protection Fee as providing protection against the risk of lost, damaged, or stolen packages, with the intent not to provide that protection as advertised—because, as alleged above, consumers already receive those protections, the seller and the carrier bear that risk, the advertised coverage exceeds the coverage actually granted, and the shipping protection therefore confers little or no value.

112. Defendant also violated, and continues to violate, section 1770(a)(14) of the California Civil Code, which prohibits "[r]epresenting that a transaction confers or

involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law." Cal. Civ. Code § 1770(a)(14). By labeling the consumer's only means of declining the fee at checkout "Waive Shipping Protection"; by describing the consumer who declines as having taken a "WAIVED DELIVERY GUARANTEE"; by stating that "[b]y waiving shipping protection, BruMate is not responsible for any shipping issues"; and by stating in its Help Center that "[p]rotection must be added to your order for any issues during the shipping process to be covered" and that "BrüMate is not held liable for any shipping carrier issues," BrüMate represents that its customers hold a right to shipping protection that they surrender by declining the fee, and that consumers who decline bear the risk that their products are lost, damaged, or stolen in transit. Those representations are false. As alleged above, consumers already receive protections if their products are damaged or lost in transit: BrüMate is obligated to deliver the products its customers paid for, the seller bears the risk of loss until the consumer receives the goods, carriers are responsible for packages they lose or damage, and consumers have the right to dispute and reverse charges for goods that never arrive. BrüMate has no terms of sale that alter those rights, and no agreement with its customers in which they waived them. BrüMate thus misrepresented the rights, remedies, and obligations that Subclass Members' transactions involved.

113. Defendant's representations were likely to deceive, and did deceive, Plaintiff and reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care, that these statements were inaccurate and misleading.

114. Defendant's misrepresentations were intended to induce reliance, and Plaintiff relied on them. Specifically, Plaintiff relied on BrüMate's presentation of her orders: she reasonably understood the order she was placing to consist of the products she had selected, and she reasonably understood the single "Shipping" charge BrüMate displayed to her to be a charge for shipping. Had BrüMate instead disclosed that it had added an optional paid product to her order, and clearly presented that product as the separate, optional charge that it is, Plaintiff would not have paid for it.

115. In addition, Subclass-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to pay for Shipping Protection Fees.

116. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the Subclass.

117. Plaintiff and the Subclass were injured as a direct and proximate result of Defendant's conduct because they would not have purchased shipping protection if Defendant had not added it to their orders by default, but instead had presented the option clearly and asked them whether they wanted to buy it. And Subclass Members who noticed the choice while checking out would not have paid the fee if Defendant had not falsely represented that shipping protection was necessary to protect their packages against the risk of loss or damage, and that BrüMate would not be responsible if they declined.

118. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on behalf of herself and all other members of the Subclass, seeks injunctive relief.

119. CLRA § 1782 NOTICE. On August 18, 2026, a CLRA demand letter was sent to Defendant's registered agent and headquarters via certified mail (return receipt requested) on behalf of Plaintiff, that provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. Because 30 days have not passed since Plaintiff's letter was sent, out of an abundance of caution, Plaintiff seeks only injunctive relief, and does not seek damages, on her CLRA claim. If Defendant does not fully correct the problem for Plaintiff and for each member of the Subclass within 30 days of receipt of her letter, however, Plaintiff will seek all monetary relief allowed under the CLRA.

120. A CLRA venue declaration is attached.

Fourth Cause of Action:

Violation of California's False Advertising Law

(By Plaintiff and the California Subclass)

121. Plaintiff incorporates each and every factual allegation set forth above and below.

122. Plaintiff brings this cause of action on behalf of herself and members of the California Subclass.

123. In connection with the sale of BrüMate Products, BrüMate disseminates advertising and representations concerning its Shipping Protection Fee that are misleading and likely to deceive reasonable consumers. By adding shipping protection to consumers' carts by default, presenting the charge as a component of the shipping method it has pre-selected, and folding the charge into the "Shipping" line of the order summary, BrüMate conveys to reasonable consumers that they chose to purchase shipping protection, or that it is a mandatory part of the shipping they are buying, when in fact it is an optional add-on that consumers never selected.

124. BrüMate's framing of the choice as a "waiver" is misleading in another way. By labeling the only means of declining the fee at checkout "Waive Shipping Protection," by describing the result as a "WAIVED DELIVERY GUARANTEE," and by warning that "[b]y waiving shipping protection, Brumate is not responsible for any shipping issues," BrüMate falsely implies that consumers who decline the fee bear the risk that their orders are lost, damaged, or stolen in transit—when, as alleged above, consumers already receive protection if their products are lost or damaged in transit, and BrüMate has no terms of sale disclaiming its own responsibility. Consumers who noticed the choice and paid the fee after reading that warning therefore did so under false pretenses.

125. The Corso-branded pop-up that BrüMate uses to describe the product is misleading as well. It advertises coverage "[f]or loss, damage, theft, missing or wrong items, return to sender, and other carrier mistakes" when the governing coverage grant reaches only products "DAMAGED OR LOST"; and it promises "No-Hassle Replacements" on "easily approved claims" when the governing terms actually commit

every determination to the provider's "sole and absolute discretion" and permit it to "deny, delay, or reverse any claim" whatsoever.

126. BrüMate's free-shipping representations are also misleading in context. BrüMate advertises "Free Shipping On U.S. Orders Over $90" in a banner across the top of its website and repeats the promise in a band above its footer, and its cart panel urges consumers toward that threshold ("You're only $32.01 away from free U.S. shipping!")—while simultaneously adding a shipping-related charge to those same consumers' orders and folding it into their "Shipping" line.

127. BrüMate knew, or in the exercise of reasonable care should have known, that these representations were misleading. BrüMate designed its checkout process, chose to add the fee by default, chose to require consumers to "waive" shipping protection to avoid it, chose the language warning consumers that it would not be "responsible" if they did, and chose where and how to display (and not display) the amount of the Shipping Protection Fee.

128. Plaintiff and Subclass Members relied on BrüMate's misleading presentation of the fee and were deceived by it: they paid Shipping Protection Fees that they did not choose and would not have paid absent BrüMate's misleading checkout design.

129. Plaintiff and Subclass Members lost money as a result of BrüMate's violations of the FAL, and are entitled to restitution of the fees they paid and to injunctive relief prohibiting BrüMate's further violations of the FAL. As alleged above, Plaintiff and Subclass Members lack an adequate remedy at law.

VII. Relief.

130. Plaintiff seeks the following relief for herself and the Class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed Class;
- Restitution of the Shipping Protection Fees that Defendant charged Plaintiff and the proposed Class;

- Damages, treble damages, and punitive damages where applicable;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's unfair conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Demand For Jury Trial

131. Plaintiff demands the right to a jury trial on all claims so triable.

Dated: September 1, 2026

Respectfully submitted,

By: */s/ Matthaeus Martino-Weinhardt*

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