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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KRISTIN BAKER, ALISHA FANYO, and JEAN IADEROSA, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SAVED BY LLC d/b/a SAVEDBY,

Defendant.

Case No.: 26STCV15927

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Kristin Baker, Alisha Fanyo and Jean Iaderosa, on behalf of themselves and all others similarly situated, complain and allege upon information and belief based, among other things, on the investigation made by Plaintiffs and through their attorneys, as follows:

INTRODUCTION

1. This is a proposed class action seeking monetary damages, restitution, and public injunctive and declaratory relief from Saved By LLC d/b/a SavedBy ("SavedBy"), arising from its unfair and deceptive addition of junk fees to consumers' shopping carts.

2. When consumers browse products on e-commerce websites, the e-commerce websites will advertise the price of their retail items, along with an advertisement for either free or flat-rate shipping. Those pricing representations are false, however, because SavedBy encourages e-commerce retailers to surreptitiously add junk fees to consumer purchases, including SavedBy's so-called "package protection" fee.

3. As discussed in detail herein, the assessment of these fees is deceptive and unfair, since: (a) SavedBy sneaks these fees into consumers' shopping carts; (b) the fees are nothing more than an additional cost for shipping, rendering retailer promises for "free" or flat-rate shipping false; (c) the fees themselves are deceptively named and described; and (d) the fees provide no added value to consumers and reasonable consumers, like Plaintiffs, who would not knowingly choose to pay them absent SavedBy's deception.

4. Hundreds of thousands of e-commerce customers like Plaintiffs have been assessed hidden shipping charges for which they did not bargain due to SavedBy's deceptive and unfair tactics.

5. By unfairly obscuring consumers' true shipping costs, SavedBy deceives consumers and gains an unfair profit to competitors that fairly disclose their true shipping charges. To wit, most major e-commerce sites do not assess such a fee.

6. Plaintiffs seek damages and, among other remedies, public injunctive relief that will fairly allow consumers to decide whether they will pay shipping costs.

PARTIES

7. Plaintiff Kristin Baker is a resident and a citizen of Long Beach, California. She is presently and resided in Los Angeles County, California at the time she paid the fee.

8. Plaintiff Jean Iaderosa is a resident and citizen of Missoula, Montana. She is presently and resided in Missoula County, Montana at the time she paid the fee.

9. Plaintiff Alisha Fanyo is a resident and a citizen of Temecula, California. She was present and resided in Riverside County, California at the time she paid the fee.

10. Defendant Saved By LLC is a Delaware corporation with its principal place of business located at 2255 Sheridan Blvd Unit C PMB 246, Edgewater, Colorado 80214. Its registered agent is Greg Burstein, who lists the same address as his street and mailing address. SavedBy provides its unauthorized and illegal shipping insurance to consumers nationwide, including in this jurisdiction.

JURISDICTION AND VENUE

11. This Court has personal jurisdiction over Defendant because it has contacts with California that are so continuous and systematic that they are essentially at home in this state. Defendant sold its products to consumers in California, including Plaintiffs Baker and Fanyo. Defendant regularly conducts and solicits business in California, provides products to persons in the State of California, maintains an interactive commercial website, allows customers in California to order its product, and derives substantial revenue from customers in California.

12. Venue is proper in this County because a substantial part of the events or omissions giving rise to the claims occurred in this County, and Defendant is subject to the Court's personal jurisdiction.

13. Further, as set forth herein, Defendant has contacts in this district sufficient to subject it to the personal jurisdiction of this district as if this district were a separate state. Defendant continuously and systematically places its service/goods into the stream of commerce for distribution in California, maintains an interactive commercial website and allows customers in California to order its service. Exercising jurisdiction over Defendant is fair, just, and reasonable considering the quality and nature of Defendant's acts that occur in California and which affect interests located in California. Defendant has purposefully availed itself of the privilege of conducting activities in California and should reasonably anticipate being haled into court in California.

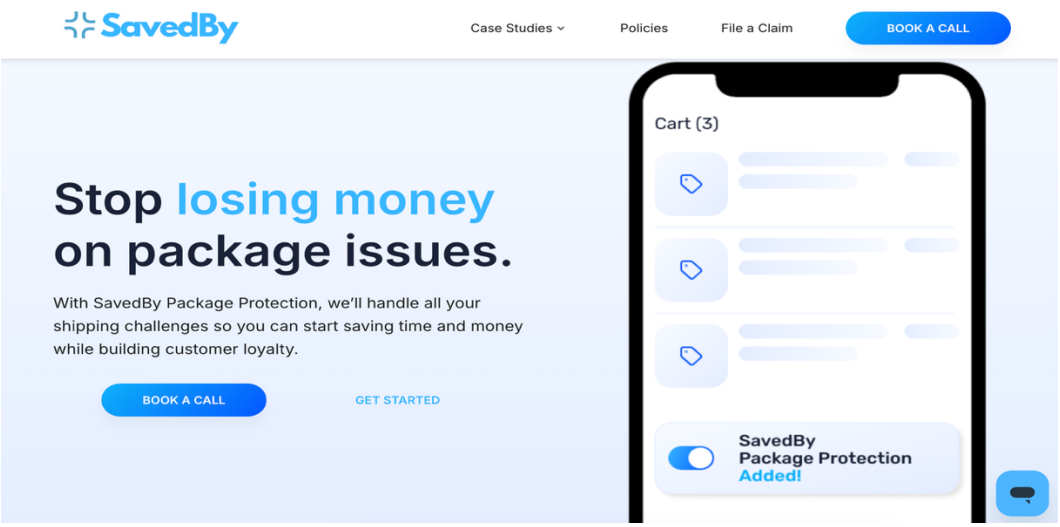
FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. The Rise of SavedBy

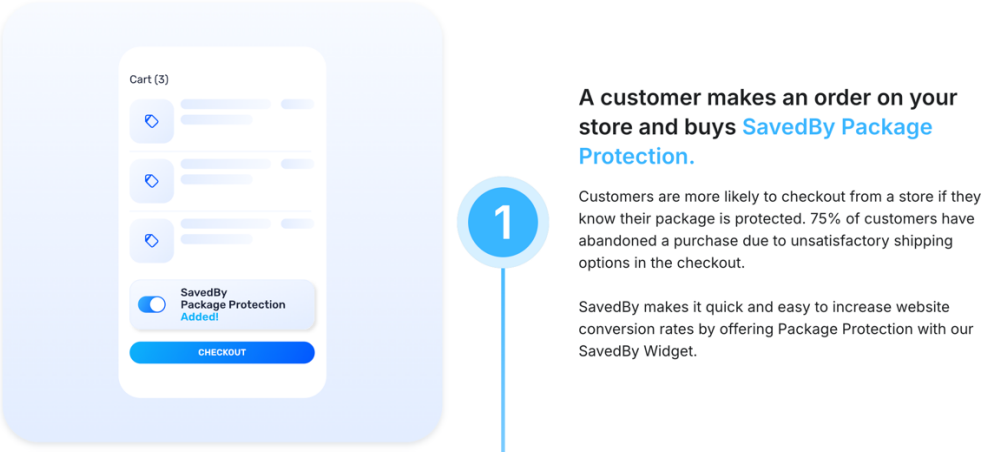
14. SavedBy offers various services to e-commerce retailers related to shipping, including its

purported "package protection."

15. SavedBy ingratiates itself with e-commerce retailers by promising it can help retailers make more money from the shipping rates they charge consumers. For example, SavedBy promises to help retailers "boost profits" with package protection:



16. But the way in which SavedBy helps e-commerce retailers "stop losing money" is through deception. As described herein, SavedBy directs e-commerce retailers who use its services to install a widget on their websites. That widget adds a hidden, *pre-selected* box or toggle, like the one displayed in the image below, that automatically adds junk fees to all orders. This method of adding on fees is designed to go undetected by consumers and thus provide additional revenue to both SavedBy and e-commerce retailers who use it:



17. On information and belief, SavedBy designs the interface presented by merchants to consumers regarding the add-on fee, including the name of the fee, the time at which the fee is first mentioned during the checkout process, the time at which the fee amount is added to the purchase price, and the pre-selection of the box or toggle for the fee. On information and belief, SavedBy uses sales tactics that pressure merchants into placing pre-selected boxes or toggles at checkout that automatically add package protection and other fees by default.

18. The Wall Street Journal has highlighted this problem, stating:

> Some brands automatically add optional coverage to orders. ***Customers have complained the fees are disclosed in small fonts, made to appear mandatory when they are not or are displayed late in the online checkout process***.

Imani Moise, *Porch Pirates are Now Raising the Price You Pay at Checkout*, Wall Street Journal, Dec. 25, 2024, available at https://www.wsj.com/personal-finance/package-theft-hidden-fee-higher-prices-325c4a34?mod=Searchresults_pos3&page=1 (emphasis added).

19. Upon information and belief, SavedBy is aware that, by programming its widget to automatically opt in consumers to its "package protection" fees, most consumers will unknowingly purchase the protection. SavedBy is further aware that, if its widget were programmed to offer *optional* package protection (requiring an opt-in), the vast majority of consumers would not purchase its product.

20. Further, SavedBy's widget automatically opts consumers into additional shipping-related junk fees even when the e-commerce website at issue expressly and prominently promises that shipping is completely "free" or has a flat price.

21. SavedBy receives a significant portion of all fees it is able to foist upon consumers, thereby incentivizing SavedBy to minimize the number of persons who opt out of its fees.

22. Because SavedBy's practice is deceptive and unfair, Shopify, which handles the technology infrastructure for many direct-to-consumer brands and larger companies, recently informed merchants that automatically adding optional charges at checkout will be banned, starting in February 2025. *Id*.

23. This ban is too little, too late to help the hundreds of thousands of consumers already deceived and exploited like Plaintiffs.

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II. SavedBy Surreptitiously Adds Fees to Consumers' Carts

24. Here's how SavedBy's deception works. When a consumer views an item online through an e-commerce retailer, the consumer is informed that the item will either be delivered for free or for a flat rate.

25. Once the consumer begins the checkout process of the e-commerce retailer's website, a small fee for "package protection" is added to the cart, without the consumer having done anything at all to have added the fee to the cart.

26. While the e-commerce retailer's checkout page displays the toggle adding the fee, the toggle is tiny and purposely designed to go unnoticed by consumers. So, consumers who wish to check out under the assumption that they are receiving free or flat-rate shipping simply proceed through the checkout process without knowing that they are not, in fact, receiving free or flat-rate shipping. Consumers are left entirely unaware that the added "package protection" charge is optional and must be removed by *unchecking* the box adding the fee.

27. Thus, if consumers even *notice* a fee added to their transactions, they are still left entirely unaware that the added "package protection" fee is optional, because it is presented in the cart as mandatory.

28. This pre-selection and automatic opting in of consumers to junk fees is itself unfair and deceptive.

29. Many consumers do not notice that an additional fee is being added to their order. Others believe that they have no choice but to pay this fee. Others notice the previously undisclosed fee but decide to go through with the purchase anyway: they have already invested substantial time and effort inputting their information into the merchant's system. So, it doesn't make sense to start over and research whether there may be some other way to avoid the fee. There is no incentive to reverse course—there is only an incentive to pay the fee, be done with it, and avoid the burden of finding a way to avoid the fee, if the consumer can even figure out how to avoid the fee at all after navigating SavedBy's deceptive screens. The deceptive checkout practice has done its job and diverted the sale to SavedBy.

30. As the FTC notes, "[f]or years, unscrupulous direct-mail and brick-and-mortar retailers have used design tricks and psychological tactics such as pre-checked boxes, hard-to-find-and read

disclosures, and confusing cancellation policies, to get consumers to give up their money or data." *FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap Consumers,* Sept. 15, 2022 (available at https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers).

31. The FTC further notes in its *Enforcement Policy Statement Regarding Negative Option Marketing* that **"[a] 'pre-checked box' does not constitute affirmative consent."** https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf at p. 13 (emphasis added). Similarly, an item automatically added to the cart, without having done anything whatsoever to add that item, does not constitute affirmative consent.

III. The Add-On Fees Render Promises of Free or Flat-Rate Shipping False

32. Even beyond the deceptive way in which SavedBy's fees are added, the fees themselves are additionally deceptive because they directly contradict other promises on e-commerce retailers' websites regarding "free" or flat-rate shipping. That is because SavedBy's add-on fees are actually a disguised shipping charge.

33. Whatever the package protection fee is for—and as described herein, it is totally unclear—it is a fee somehow related to shipping of the products purchased by consumers.

34. But, as described herein, e-commerce websites that use SavedBy's widget promise "free" shipping on certain orders and a flat-rate price for shipping on other orders. These are clear promises that the total, marginal cost of having products shipped—that is, moved from the retailer to the consumer—are represented by the "free" or flat-rate shipping price representation.

35. However, SavedBy decided it could actually charge more for shipping, thereby increasing profitability for both SavedBy and the e-commerce retailer, by misrepresenting the true shipping costs to consumers.

36. SavedBy was aware, or should have been aware, that consumers were and would be deceived by an add-on shipping fee at the same time that a promise of "free" or flat-rate shipping was being made.

37. The deceptively added package protection fee is a hidden shipping fee. This renders false e-commerce retailers' promise of a free or a flat, low-cost shipping fee.

38. By unfairly obscuring its charges to consumers, SavedBy deceives consumers and gains an unfair economic advantage over its competitors.

IV. SavedBy's "Package Protection" Fee Is Inaccurately Named and Described and Provides No Added Value to Consumers

39. In addition to the manner by which SavedBy's fees are added and the fact that the added fees render other "free" or flat-rate shipping promises false and deceptive, SavedBy's fees are nonsense fees that provide little or no value to consumers.

40. Even beyond the deceptive manner in which the fees are added and the fact that the fees themselves directly contradict other promises on e-commerce retailers' websites regarding "free" or flat-rate shipping, the "package protection" fees are also deceptively named and described.

41. First, the fee provides little or no *additional* "protection" for shipments than already exist. Most online retailers provide replacements and allow for returns of products. Therefore, the package protection fee provides no extra protection for goods that arrive damaged. SavedBy misrepresents and omits material facts about that truth.

42. Moreover, popular shipping services like UPS, Federal Express, and USPS Priority Mail *automatically* include package protection for the first $100 worth of value in a package when goods are not delivered, stolen or damaged. SavedBy misrepresents and omits material facts about that truth, too. Thus, for the vast majority of consumers—those who are paying to ship a product costing less than $100—"package protection" is entirely worthless, because they are already provided the same protection by the shippers.

43. Additionally, in the event goods are not delivered, stolen, or damaged, consumers can report the issue to their credit card company or bank, who will often reverse the charge. Indeed, credit cards are a popular option for consumers making online purchases for this reason.

44. For all these reasons, SavedBy's package protection fee is deceptively named and described.

45. Even beyond the deceptive manner in which SavedBy's fees are added, the fact that fees themselves directly contradict other promises on e-commerce retailers' websites regarding "free" or flat-rate shipping, and the fact that the "package protection" fees are deceptively named and described, they also provide virtually no additional value to consumers. No reasonable consumer would knowingly elect

to pay for the "package protection" fee because it provides essentially zero additional value to consumers.

46. As described above, damaged goods may already be returned to the retailer; third party shipping services like USPS, UPS, and FedEx already provide some insurance coverage; and lost or stolen packages can be reported to credit card companies for chargebacks. Accordingly, the additional fee serves no purpose.

47. On information and belief, a significant portion of the fee does not even go toward package protection but instead goes toward SavedBy's and e-commerce retailers' profits.

48. Worse, even in the exceedingly rare case when a consumer chooses to make a claim—such claims are exceedingly rare because of the numerous other self-help methods described above and also because most consumers do not even know they have "protection"—SavedBy works to make it difficult or impossible for consumers to actually recover anything from those claims, creating numerous obstacles for consumers. Online complaints to the Better Business Bureau confirm as much:

> Ordered an extremely limited now sold out keyboard drop. Package was lost and they assured me a replacement with the insurance I purchased. Then I had to jump around hoops to get it and then they ended up saying they were out of stock. Now they are refunding me 100 but I haven't seen a refund and the keyboard that was lost could be worth 500.[1]

V. SavedBy's Fees are Junk Fees and Violate Federal and State Guidance

49. SavedBy's fees, such as its package protection fee, are precisely the type of "Junk Fees" that have come under government scrutiny in recent years:

> Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system.

The White House, The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition, Mar. 5, 2024, available at https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/#_ftnref3.

50. As the Federal Trade Commission said recently regarding its effort to combat Junk Fees:

> [M]any consumers said that sellers often do not advertise the total amount they will have to pay, and disclose fees only after they are well into completing the transaction. They also

[1] https://www.bbb.org/us/co/edgewater/profile/mailing-services/savedby-llc-1296-1000184194/complaints

> said that sellers often misrepresent or do not adequately disclose the nature or purpose of certain fees, leaving consumers wondering what they are paying for or if they are getting anything at all for the fee charged.

Fed. Trade Comm'n, FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden and falsely advertised fees, Oct. 11, 2023, available at https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees.

51. In July 2024, California expanded its Consumers Legal Remedies Act ("CLRA"), amending it to make "drip pricing" illegal. Drip pricing is advertising a price that is less than the actual price that a consumer will have to pay for a good or service. *See* Cal. Civ. Code § 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for a product, only for that product to be subject to additional or mandatory fees later. In other words, "the price listed or advertised to the consumer must be the full price that the consumer is required to pay." *See* California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked Questions*, available at https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf (last accessed Sept. 16, 2025). As the California Department of Justice stated:

> Businesses are free to explain how they set their prices or to *subsequently* itemize the charges that make up the total price that they charge customers. However, the price they advertise or display must be the total price that customers will have to pay for the good or service. Knowing the price of a good of service is essential to competition, and displaying a price that is less than what the customer will actually be charged is deceptive.

Id. at p. 4 (emphasis added).

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

53. SavedBy's conduct also violates the federal Restore Online Shoppers' Confidence Act, 15 U.S.C. §§ 8401–05 ("ROSCA"). Specifically, SavedBy used "negative option" sales "[that] took advantage

of consumers' expectations." *Id*., § 8401(8). Moreover, SavedBy violated ROSCA by using a negative option feature that (1) did not provide text that clearly and conspicuously discloses all material terms of the transaction before obtaining the consumer's billing information; and (2) did not obtain the consumer's express informed consent before charging the consumer's credit card, debit card, bank account, or other financial account for products or services through such transaction. *Id*., § 8403(1), (2). SavedBy also violated ROSCA's requirement under 15 U.S.C. § 8403(3) that a seller provide a simple mechanism for consumers to stop all recurring charges. SavedBy's opt-out process is deliberately obscured, requiring consumers to affirmatively locate and uncheck a pre-selected widget during checkout, which does not constitute a "simple mechanism" to avoid the charge. Each transaction in which SavedBy charged consumers who had not affirmatively opted in constitutes a separate violation of ROSCA, entitling Plaintiffs and the Class to seek injunctive relief and to refer such violations to the FTC pursuant to 15 U.S.C. § 8404.

54. SavedBy violates federal guidance by adding the shipping fees as line items after the consumer "add[s] to shopping cart," and by failing to disclose the nature of these fees.

VI. Plaintiff Baker's Experience

55. Plaintiff Baker purchased products from e-commerce retailer Azuna (www.azunafresh.com) on December 29, 2025.

56. Plaintiff Baker's purchase included a $1.47 "Package Protection" fee that was automatically and surreptitiously added to her cart, that—for the reasons described above—in fact represented an additional shipping charge.

57. Plaintiff Baker did not know the charge could have been removed prior to her purchase and did not want to purchase shipping insurance.

58. Plaintiff Baker would not have purchased "Package protection" if she knew it was optional.

VII. Plaintiff Fanyo's Experience

59. Plaintiff Fanyo purchased several apparel items from MJ Arsenal (www.mjarsenal.com) on March 21, 2025.

60. Plaintiff Fanyo's purchase included a $2.97 "Package Protection" fee that was automatically and surreptitiously added to her cart, that—for the reasons described above—in fact

represented an additional shipping charge.

61. Plaintiff Fanyo did not know the charge existed or could be removed prior to her purchase.

62. Plaintiff Fanyo would not have purchased "Package protection" if she knew it was optional.

VIII. Plaintiff Iaderosa's Experience

63. Plaintiff Iaderosa purchased several fitness items from Bala Fitness (www.shopbala.com) on November 30, 2025.

64. Plaintiff Iaderosa's purchase included a $2.97 "Package Protection" fee that was automatically and surreptitiously added to her cart, that—for the reasons described above—in fact represented an additional shipping charge.

65. Plaintiff Iaderosa did not know the charge existed or could be removed prior to her purchase.

66. Plaintiff Iaderosa would not have purchased "Package Protection" if she knew it was optional.

CLASS ALLEGATIONS

67. Plaintiffs bring this action on behalf of themselves and a nationwide Class of all other similarly situated persons. The proposed Class is defined as:

> All consumers who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, paid a "package protection" fee, or any other fee automatically added to their shopping cart without affirmative consent, in connection with a transaction processed through SavedBy's platform.

68. Plaintiffs Baker and Fanyo also bring this action on behalf of a California Subclass.

69. Plaintiff Iaderosa also brings this action on behalf of a Montana Subclass.

70. Excluded from the Classes are SavedBy, any entities in which it has a controlling interest, any of its parents, subsidiaries, affiliates, officers, directors, employees, and members of such persons' immediate families, and the presiding judge(s) in this case and their staff. Plaintiffs reserve the right to expand, limit, modify, or amend this Class definition, including the addition of one or more subclasses, in connection with their motion for class certification, or at any other time, based upon, *inter alia,* changing circumstances and/or new facts obtained during discovery.

71. Plaintiffs reserve the right to modify or amend the definition of the proposed Classes and/or add a subclass(es), if necessary, before this Court determines whether certification is appropriate.

72. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Classes. These questions predominate over questions that may affect only individual class members because SavedBy has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

a. Whether SavedBy engaged in conduct that prevented or hindered the performance of the contract between e-commerce retailers and the Classes;

b. Whether SavedBy's alleged misconduct misled or had the tendency to mislead consumers;

c. Whether SavedBy engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;

d. Whether SavedBy's alleged conduct constitutes violations of the laws asserted;

e. Whether Plaintiffs and members of the Classes were harmed by SavedBy's misrepresentations;

f. Whether SavedBy was unjustly enriched;

g. Whether Plaintiffs and the Classes have been damaged, and if so, the proper measure of damages; and

h. Whether an injunction is necessary to prevent SavedBy from continuing to engage in the wrongful conduct described herein.

73. The parties are so numerous that joinder is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of hundreds of thousands of members or more, the identity of whom are within the exclusive knowledge of SavedBy and can be ascertained only by resort to SavedBy's records. SavedBy has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiffs.

74. It is impracticable to bring the individual claims of members of the Classes before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, or expense, or the possibility of inconsistent or contradictory judgments that numerous individual

actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

75. Plaintiffs' claims are typical of the claims of other Class members in that they arise out of the same wrongful business practices by SavedBy, as described herein.

76. Plaintiffs are more than adequate representatives of the Classes in that Plaintiffs are SavedBy's customers and have suffered damages because of SavedBy's misrepresentations. In addition:

a) Plaintiffs are committed to the vigorous prosecution of this action on behalf of themselves and all others similarly situated and have retained competent counsel experienced in the prosecution of consumer class actions;

b) There is no conflict of interest between Plaintiffs and the unnamed Class members; and

c) Plaintiffs' legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

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

78. SavedBy has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate corresponding declaratory relief with respect to the Classes as a whole.

79. All conditions precedent to bringing this action have been satisfied and/or waived.

FIRST CLAIM FOR RELIEF
Tortious Interference with Contract
(On Behalf of Plaintiffs and the Nationwide Class)

80. Plaintiffs repeat and reallege the above allegations as if fully set forth herein.

81. Plaintiffs and the Class have contracted with e-commerce retailers for the purchase of merchandise.

82. SavedBy had knowledge of the contractual relationship or prospective contractual relationship between e-commerce retailers and Class members like Plaintiffs.

83. SavedBy engaged in conduct that prevented or hindered the performance of the contract between e-commerce retailers and the Class by (a) deceptively adding fees into consumers' carts; (b)

deceptively naming and describing its fees; (c) charging Plaintiffs and Class members for shipping above and beyond what was promised to them; and (d) charging fees that provide no added value to consumers when reasonable consumers, like Plaintiffs, would not knowingly choose to pay them, absent SavedBy's deception.

84. SavedBy intended to prevent or hinder performance of the contract between e-commerce retailers and the Class, including Plaintiffs. As a result, Plaintiffs and the Class were harmed.

85. SavedBy's conduct as described herein substantially caused the harm inflicted on Plaintiffs and the Class.

SECOND CLAIM FOR RELIEF
Unjust Enrichment
(On Behalf of Plaintiffs and the Nationwide Class)

86. Plaintiffs repeat and reallege the above allegations as if fully set forth herein.

87. To the detriment of Plaintiffs and the Class, SavedBy has been, and continues to be, unjustly enriched because of its wrongful conduct alleged herein.

88. Plaintiffs and the Class conferred a benefit on SavedBy.

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

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

91. Damages may not adequately compensate the harms Plaintiffs and the Class sustained because they are not as certain, equally prompt, or otherwise efficient as restitution. Plaintiffs must engage in discovery to determine whether money damages will adequately remedy these harms.

92. Plaintiffs and the Class therefore seek disgorgement of all fees wrongfully retained by SavedBy because of its inequitable conduct as more fully stated herein.

THIRD CLAIM FOR RELIEF
Violations of California's Unfair Competition Law
(Cal. Bus. & Prof. Code § 17200, *et seq*.)
(On Behalf of Plaintiffs Baker and Fanyo and the Nationwide Class, or in the Alternative, the California Class)

93. Plaintiff Baker and Fanyo repeat and reallege the above allegations as if fully set forth

herein.

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

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

96. The UCL imposes strict liability. Plaintiffs Baker and Fanyo need not prove that SavedBy intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—only that such practices occurred.

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

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

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

100. SavedBy committed fraudulent business acts and practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly (a) sneaking fees into consumers' carts; (b) deceptively naming and describing the fees; (c) charging fees that are, in actuality, simply the price involved in the shipping process; and (d) charging fees that provide no added value to consumers.

101. SavedBy engages in unfair business practices insofar as the harm to Plaintiffs Baker and Fanyo and the Classes from SavedBy's practices outweighs the utility of SavedBy's practices. There were reasonably available alternatives to further SavedBy's legitimate business interests, other than engaging in the immoral, unethical, oppressive, and unscrupulous conduct described herein. SavedBy's acts and practices offend California's and the federal government's established public policy of truthful advertising in the marketplace and constitute immoral, unethical, oppressive, and unscrupulous activities that

substantially injure consumers.

102. SavedBy's conduct constitutes an "unlawful" act under the UCL because it also constitutes a violation of sections 1770(a)(3), (5), (9), (14), (20), and (29) of the California Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code section 1750, *et seq*.

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

104. SavedBy's business practices have misled Plaintiffs Baker and Fanyo and the Class and, unless enjoined, will continue to mislead them in the future.

105. Plaintiffs Baker and Fanyo relied on SavedBy's misrepresentations.

106. SavedBy deceived Plaintiffs Baker and Fanyo and the Class into purchasing package protection that they otherwise would not have purchased.

107. As a direct and proximate result of SavedBy's unfair, fraudulent, and unlawful practices, Plaintiffs Baker and Fanyo and the Class suffered and will continue to suffer actual damages by paying for package protection that they did not want or need. SavedBy's fraudulent conduct is ongoing and presents a continuing threat to Plaintiffs Baker and Fanyo and the Class that they will be deceived. Plaintiffs Baker and Fanyo desires to conduct further business with SavedBy by continuing to make online purchases through websites that partner with SavedBy. But Plaintiffs Baker and Fanyo cannot rely on SavedBy's representations unless an injunction is issued.

108. As a result of its unfair, fraudulent, and unlawful conduct, SavedBy has been unjustly enriched and should be required to disgorge its unjust profits and make restitution to Plaintiffs Baker and Fanyo and Class members pursuant to Business & Professions Code sections 17203 and 17204.

109. Pursuant to Business & Professions Code sections 17203 and 17500, Plaintiffs Baker and

Fanyo and Class members, on behalf of the general public, seek an order enjoining SavedBy from continuing to engage in, use, or employ its unfair, unlawful, and fraudulent practices.

110. Plaintiffs Baker and Fanyo has no adequate remedy at law in part because SavedBy continues to automatically add fees to all purchases. Therefore, an injunction on behalf of the general public is needed to prevent SavedBy from continuing to engage in the unfair, deceptive, and misleading practices described herein. Such a remedy cannot be obtained through any of Plaintiffs Baker and Fanyo's legal causes of action.

FOURTH CLAIM FOR RELIEF
False and Misleading Advertising
(Bus. & Prof. Code §§ 17500, et seq.)
(On Behalf of Plaintiffs Baker and Fanyo and the Nationwide Class, or in the Alternative, the California Class)

111. Plaintiffs Baker and Fanyo repeat and reallege the above allegations as if fully set forth herein.

112. California's False Advertising Law ("FAL"), California Business and Professions Code section 17500, states that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . ."

113. SavedBy's material misrepresentations and omissions alleged herein violate Business and Professions Code section 17500.

114. SavedBy knew or should have known that its misrepresentations and omissions were false, deceptive, and misleading.

115. Pursuant to Business and Professions Code sections 17203 and 17500, Plaintiffs Baker and Fanyo and Class members, on behalf of the general public, seek an order enjoining SavedBy from continuing to engage in, use, or employ its deceptive practices. Such an order is not obtainable through any

of Plaintiffs Baker and Fanyo's legal causes of action, making any remedy at law inadequate.

116. Further, Plaintiffs Baker and Fanyo requests an order awarding Plaintiffs Baker and Fanyo and Class members restitution of the money wrongfully acquired by SavedBy by means of said misrepresentations.

117. Additionally, Plaintiffs Baker and Fanyo and Class members seek an order requiring SavedBy to pay attorneys' fees pursuant to California Civil Code section 1021.5.

FIFTH CLAIM FOR RELIEF
Violation of California's Consumers Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750, *et seq.*
(On Behalf of Plaintiffs Baker and Fanyo and the Nationwide Class, or in the Alternative, the California Class)

118. Plaintiffs Baker and Fanyo repeat and reallege the above allegations as if fully set forth herein.

119. This cause of action is brought pursuant to the Consumers Legal Remedies Act ("CLRA"), California Civil Code section 1750, *et seq*. Plaintiffs Baker and Fanyo and each member of the proposed Class are "consumers" as defined by California Civil Code section 1761(d). SavedBy's sale of shipping insurance to consumers were "transactions" within the meaning of California Civil Code section 1761(e). The merchandise purchased by Plaintiffs Baker and Fanyo and the Class are "goods" within the meaning of California Civil Code section 1761(a).

120. SavedBy violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code section 1770(a) in transactions with Plaintiffs Baker and Fanyo and the Class which were intended to result in, and did result in, the sale of merchandise:

a. "Misrepresenting the affiliation, connection, or association with, or certification by, another" (a)(3);

b. "Representing that goods or services have . . . characteristics . . . that they do not have" (a)(5);

c. "Advertising goods or services with intent not to sell them as advertised" (a)(9);

d. "Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law" (a)(14)

e. "Advertising that a product is being offered at a specific price plus a specific percentage of that price unless (A) the total price is set forth in the advertisement, which may include, but is not limited to, shelf tags, displays, and media advertising, in a size larger than any other price in that advertisement, and (B) the specific price plus a specific percentage of that price represents a markup from the seller's costs or from the wholesale price of the product" (a)(20); and

f. "Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges" (a)(29).

121. Specifically, SavedBy (a) deceptively added fees into consumers' carts; (b) deceptively named and described the add-on fees; (c) charged Plaintiffs Baker and Fanyo and Class members for shipping above and beyond what was promised to them; and (d) charged fees that provide no added value to reasonable consumers.

122. Pursuant to section 1782(a) of the CLRA, Plaintiff's counsel notified SavedBy in writing by certified mail of the particular violations of section 1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected consumers of SavedBy's intent to act. In the event SavedBy fails to respond to Plaintiff's letter and/or fails to agree to rectify the problems associated with the actions detailed above, Plaintiffs Baker and Fanyo will amend her Complaint to include claims for actual and statutory damages, as appropriate, against SavedBy.

123. Plaintiffs Baker and Fanyo also seeks public injunctive relief, as described above. Such a remedy cannot be obtained through any of Plaintiffs Baker and Fanyo's legal claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Classes, demand a jury trial on all claims so triable and judgment as follows:

(a) Certification of this matter to proceed as a class action on behalf of the Classes;

(b) For declaratory and injunctive relief as set forth above;

(c) For an order requiring SavedBy to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;

(d) For compensatory damages according to proof;

(e) For reasonable attorneys' fees and costs of suit;

(f) For pre-judgment interest; and

(g) Awarding such other relief as this Court deems just, proper, and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: May 18, 2026

KALIELGOLD PLLC

By: Sophia Goren Gold

Sophia G. Gold
Amanda J. Rosenberg
Jeffrey D. Kaliel

Attorneys for Plaintiffs and the Putative Classes