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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RODNEY POWELL, individually and on behalf of all others similarly situated,

Plaintiff,

v.

CARPARTS.COM, INC.,

Defendant.

Case No. 4:26-cv-12457

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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I. Introduction.

1. Defendant CarParts.com sells automotive parts and accessories online through its website, www.carparts.com.[1] When consumers reach CarParts.com's checkout page, CarParts.com adds a shipping protection fee to their order. Rather than letting consumers who want shipping protection take an affirmative step to add it to their order, CarParts.com adds it for them, and then structures its checkout so that the only way to remove the fee is to find, and uncheck, a pre-checked checkbox. Unless the consumer notices that checkbox and unchecks it, CarParts.com charges the consumer for shipping protection. So the majority of consumers never choose to buy shipping protection; CarParts.com makes that choice for them—and charges them for it. And for the minority of consumers who do notice the choice, CarParts.com conveys that shipping protection is what stands between them and a lost, stolen, or damaged package—telling them, in the same breath, that "CarParts.com does not cover lost, stolen, or damaged packages"—when in truth consumers who decline it are not left on their own: carriers are responsible for the packages they carry, federal law lets consumers reverse charges for goods that never arrive, and many credit card issuers reimburse cardholders for purchases that are stolen. So consumers who pay CarParts.com's shipping protection fees do so either without noticing them, or under false pretenses.

2. Pre-checking an optional, paid add-on is a "dark pattern": a manipulative design practice that causes consumers to pay for something they never chose to buy.[2] The Federal Trade Commission has condemned the practice of "sneaking" items and fees into consumers' online purchases without their consent. And as the FTC has explained, "[a] 'pre-checked box' does not constitute affirmative consent."[3]

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[1] Unless otherwise noted, the images reproduced in this complaint are screenshots of www.carparts.com captured on August 3, 2026.

[2] FTC, Bringing Dark Patterns to Light (2022), at pp. 21–22 (https://perma.cc/847M-EY69). All links in this complaint were last accessed October 23, 2026 unless otherwise noted.

[3] FTC, Enforcement Policy Statement Regarding Negative Option Marketing (Oct. 22, 2021), at p. 13 n.46.

3. CarParts.com'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 control that governs it—a checkbox labeled "Extend Shipping Protection"—arrives already checked, dark-filled and bearing a checkmark, before the consumer has touched it. This means the consumer is charged for the add-on unless they affirmatively act and uncheck the box. In addition, CarParts.com presents the charge not as a separate, optional product but inside the "Shipment Details" module of its checkout page, immediately beneath the shipping option CarParts.com has pre-selected.

4. And CarParts.com adds the charge only after the consumer has already been shown—and given no reason to question—an order total that does not include it. The order summary CarParts.com displays in the consumer's cart, and again when the consumer first arrives at checkout, reports a "Subtotal," a "Shipping" line, "Handling," "Est. Tax," and an "Order Total" with no shipping protection line at all. Only after the consumer saves a shipping address does CarParts.com insert a "Shipping Protection" line into the order summary and raise the "Order Total" by the amount of the fee. In the order summary, CarParts.com reports that line among the shipping-related figures—directly above "Shipping"—so that a consumer reviewing the order before paying sees a charge that is named for, grouped with, and presented as part of the shipping they must buy.

5. Worse, CarParts.com tells the consumers who do notice the charge that they need shipping protection to protect their order. The module containing the pre-checked box is headed "Protect Your Shipment With Extend," and the one line of explanation CarParts.com supplies beneath that heading reads: "Extend Shipping Protection provides peace of mind. CarParts.com does not cover lost, stolen, or damaged packages." The box itself promises protection "in case of loss, theft, or

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(https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf).

damage." The message is unmistakable: pay the fee, or you're on your own if your package never arrives.

6. But that message is false. In reality, the shipping protection that CarParts.com adds provides little, if any, real value. The protections it purports to offer—resolution for lost, stolen, or damaged packages—are largely duplicate protections consumers already have. Carriers are responsible for the packages they carry, federal law lets consumers reverse credit card charges for orders that never arrive, and many credit card issuers reimburse cardholders for purchases stolen even after delivery. So not only is CarParts.com using dark patterns to slip an unwanted product into consumers' orders, but the product has little-to-no value for most consumers (and instead, primarily benefits CarParts.com). This makes sense: if consumers actually wanted shipping protection there would be no reason to pre-select it for them. 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 it if presented with a true choice. So CarParts.com has to resort to dark patterns to charge consumers for shipping protection that they don't need or want.

7. Plaintiff Rodney Powell is one of those consumers. Mr. Powell purchased two bumper covers for his 2007 Honda Pilot from CarParts.com's website on August 20, 2026. CarParts.com charged him a shipping protection fee that CarParts.com had added to his order without asking. Mr. Powell did not notice the fee at the time of his purchase. He would not have chosen to purchase it if CarParts.com had presented the option clearly, without adding it to his order for him.

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

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

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 nationwide class and a California subclass.

II. Parties.

11. Plaintiff Rodney Powell is domiciled in Daly City, California.

12. The proposed class includes citizens of every state.

13. Defendant CarParts.com, Inc. is a Delaware corporation, with its principal place of business located at 4910 Airport Plaza Dr., Suite 300, Long Beach, CA 90815.

14. CarParts.com, Inc. advertises and sells CarParts.com Products to consumers throughout the United States, including in California, through its website www.carparts.com.

III. Jurisdiction and Venue.

15. 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. 28 U.S.C. § 1332(d)(2)(A). Defendant is a citizen of Delaware, where it is incorporated, and of California, where its principal place of business is located; the proposed Nationwide Class includes citizens of every state.

16. The Court has personal jurisdiction over Defendant. Defendant is at home in California: its principal place of business is in Long Beach, California. Defendant also sold CarParts.com Products to consumers in California, including to Plaintiff.

17. 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: Mr. Powell is domiciled in Daly City, California, and he placed the order at issue from this District.

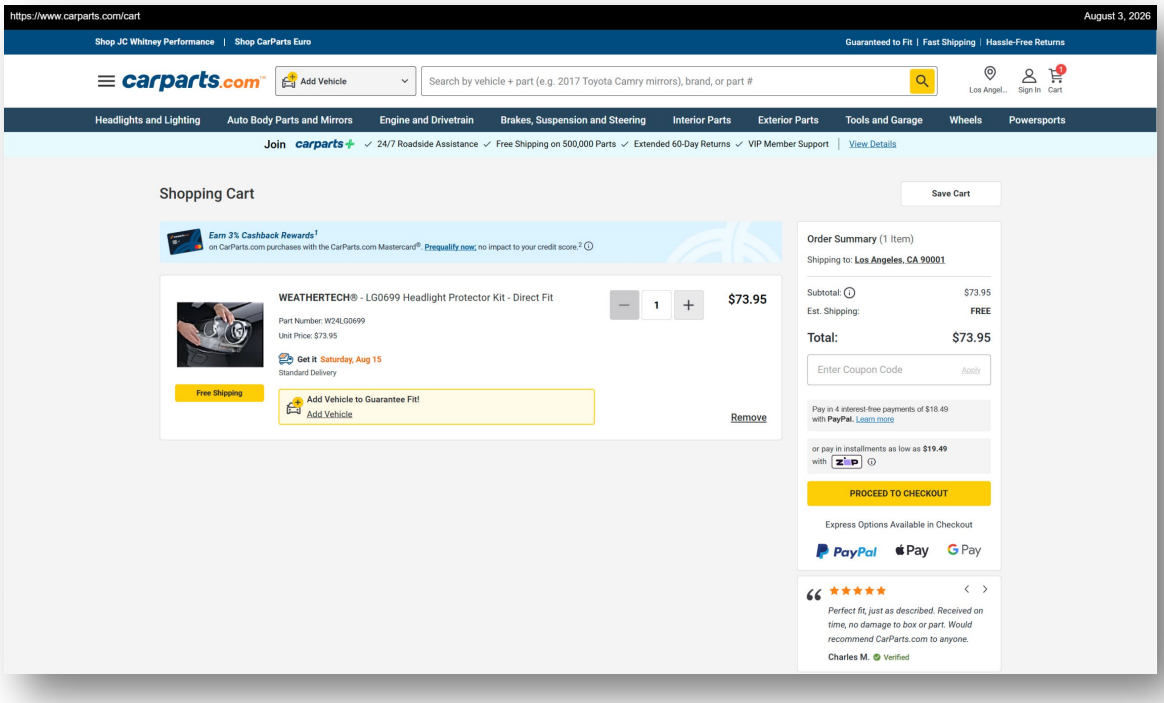
18. Divisional Assignment: This case should be assigned to the San Francisco/Oakland division. *See* L.R. 3-2(c). A substantial part of the events giving rise to the claims occurred in San Mateo County.

IV. Facts.

A. CarParts.com automatically adds a pre-selected Shipping Protection Fee to consumers' orders at checkout.

19. CarParts.com sells automotive replacement parts and accessories—including headlights and lighting, auto body parts and mirrors, engine and drivetrain components, brakes, suspension and steering parts, interior and exterior parts, tools, wheels, and powersports parts ("CarParts.com Products")—through its website, www.carparts.com.

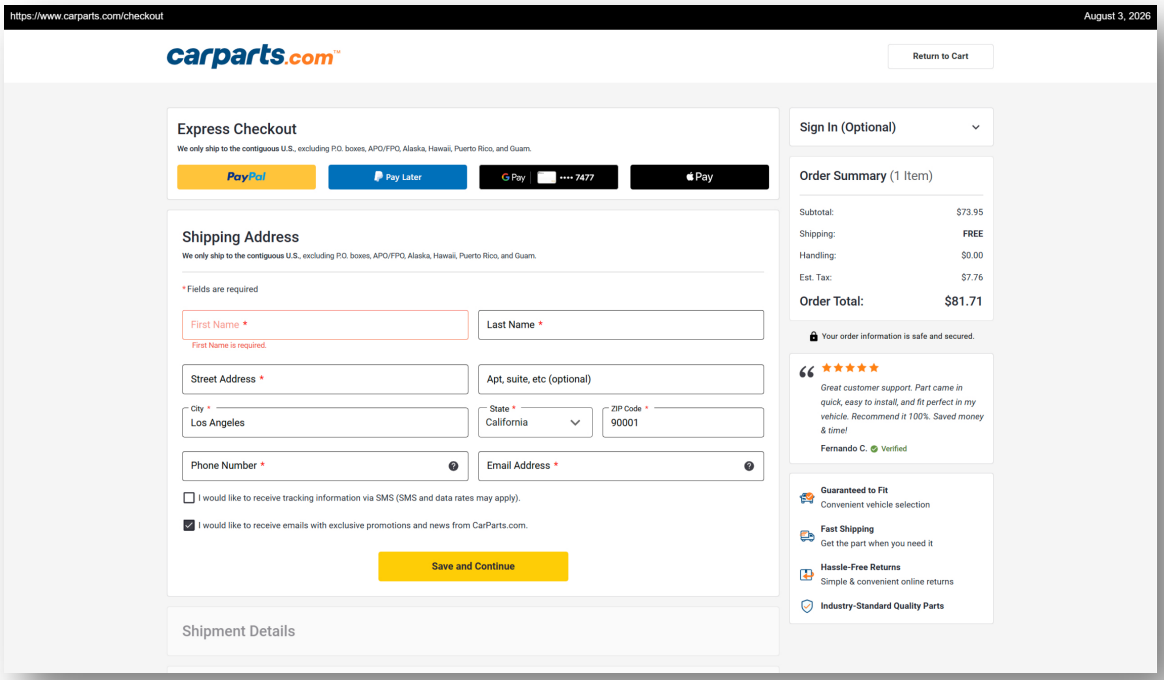
20. To buy a product on CarParts.com's website, consumers select the product they want and add it to their cart. CarParts.com's cart page opens with the selected item, its price, and an "Order Summary" reporting a "Subtotal," an "Est. Shipping" line, and a "Total." No shipping protection charge appears in the cart:



Captured August 3, 2026

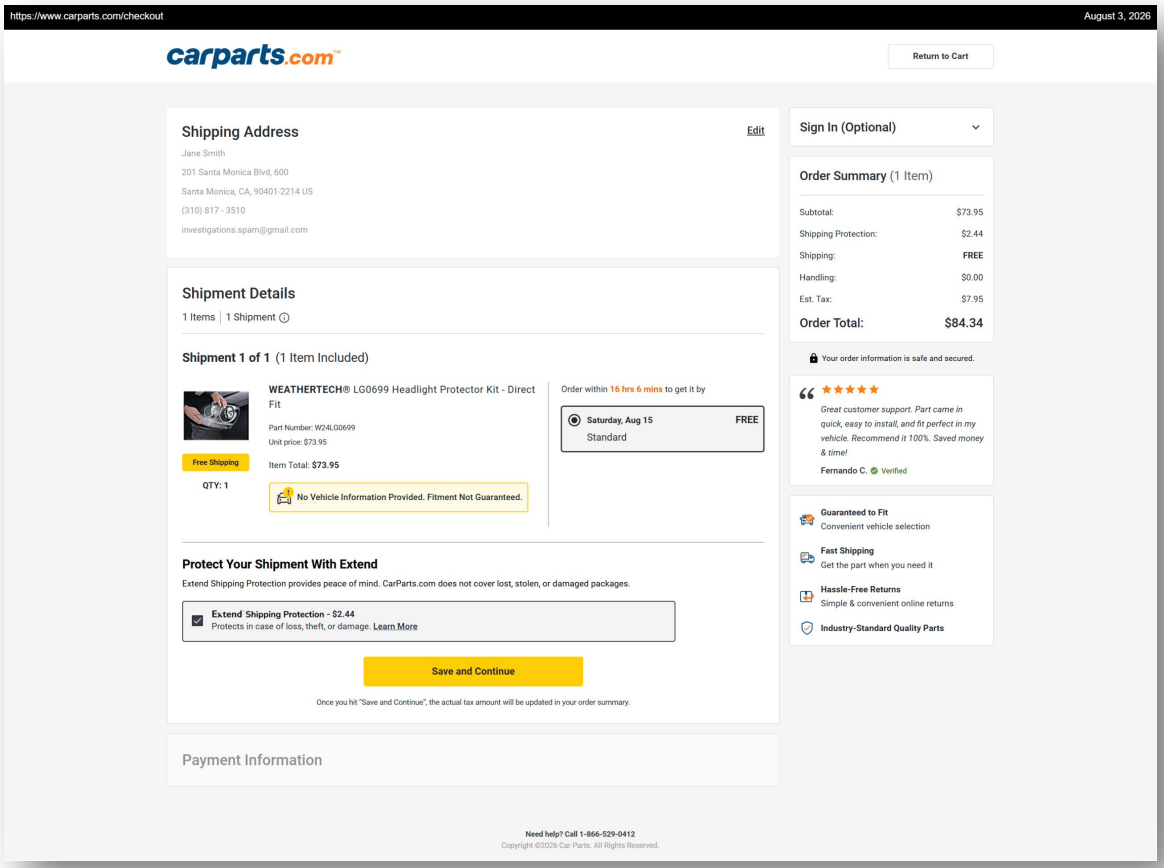
21. Nor does any shipping protection charge appear when the consumer proceeds to CarParts.com's checkout page—the page where the consumer enters their

shipping address, reviews the shipment, and enters their payment information. At the first step of checkout, the order summary reports only a "Subtotal," "Shipping," "Handling," "Est. Tax," and an "Order Total":



Captured August 3, 2026

22. Only after the consumer enters a shipping address and presses "Save and Continue" does CarParts.com open the second step of checkout, the "Shipment Details" page. As shown below, that page is cluttered with modules, including a shipping address module, a summary of the order, information about the shipment, the expected delivery date, customer reviews, various guarantees, and more. On that page, beneath the shipment's contents and the delivery date and shipping method CarParts.com has pre-selected, CarParts.com displays a module headed "Protect Your Shipment With Extend," containing the line "Extend Shipping Protection provides peace of mind. CarParts.com does not cover lost, stolen, or damaged packages," and a checkbox—already checked—labeled "Extend Shipping Protection - $2.44," with the description "Protects in case of loss, theft, or damage" and a "Learn More" link:



Captured August 3, 2026

23. That checkbox is the control CarParts.com provides on its checkout form to decline the shipping protection charge (the "Shipping Protection Fee"), and CarParts.com sets it in its own favor. In ordinary online commerce, a checked box means the consumer has selected something. Here, the consumer has selected nothing: CarParts.com made the selection, recorded it on the face of the control, and charged the consumer for it. To avoid the charge, the consumer must not only notice a checkbox placed at the bottom of the shipment module and below the shipping option they were shown, but understand that it has already been checked for them, and uncheck it.

24. Worse, CarParts.com adds the Shipping Protection Fee to the order at the same moment it first displays the pre-checked box, and it makes the corresponding change to the order silently. The consumer takes no action that offers, describes, or asks

about shipping protection: the consumer presses "Save and Continue" to save a shipping address, and a new charge appears in the order summary and in the "Order Total." Nothing tells the consumer that the total went up, or why. So a consumer cannot detect that an unwanted product was added to their order by noticing that they agreed to buy something, or by watching a total change in response to a choice they made—the ways consumers ordinarily detect an unexpected charge.

25. CarParts.com never asks its customers whether they want to purchase shipping protection before adding it to their orders. Instead, CarParts.com 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.

26. CarParts.com offers this shipping protection in partnership with a third party, Extend, Inc., which markets a package-protection product to online merchants under the name "Extend Shipping Protection." CarParts.com sets the amount of the fee as a percentage of the consumer's merchandise subtotal: the $2.44 fee in the capture above is approximately 3.3% of the $73.95 "Subtotal," and the $3.10 fee CarParts.com charged Plaintiff is approximately 3.3% of his $93.98 "Item(s) Subtotal." And CarParts.com retains a share of the Shipping Protection Fees it charges its customers: Extend's support documentation for merchants states, "[w]e work on a revenue share model for Shipping Protection, so you will be receiving a portion of the profits for every plan sold."[4]

27. In addition, as explained further below, CarParts.com further benefits from charging its customers for shipping protection by offloading the cost of lost or damaged shipments—which it would otherwise absorb itself—onto a third party. Extend markets that benefit to merchants directly. Under the heading "How Extend makes merchants

[4] https://extend-merchant-support.zendesk.com/hc/en-us/articles/12804391649303-Shipping-Protection-Payment-and-Revenue-Share.

more profitable," Extend tells merchants that it "eliminates the need to absorb replacement costs for approved claims regarding broken products or failed deliveries," and that when "packages are lost, stolen, or damaged during the delivery process, Extend takes on the cost and overhead of issue resolution—streamlining your internal operations and improving your margins."[5] Said differently, CarParts.com charges its customers out of pocket for shipping protection that doesn't benefit them, and instead benefits CarParts.com.

28. Extend itself describes the product as one the consumer chooses and buys. The plan-details page CarParts.com links from its checkout asks "Why should I add Extend Shipping Protection?" and answers that "[p]urchasing shipping protection from your retailer[] protects your package in case of loss, damage, or theft during shipment." And Extend's Shipping Protection Guide opens by telling the consumer: "If you have purchased shipping protection from your retailer, your package is protected in case of loss, damage, or theft during shipment."[6] But CarParts.com's checkout does none of that. The consumer does not "add" anything and does not "purchase" anything: the product is in the consumer's order, and the charge is in the consumer's total, before the consumer has done anything at all. There is no confirmation screen.

29. CarParts.com controls its checkout design, and can change it at any time. CarParts.com 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 starting state—of the control by which consumers must remove it. CarParts.com can change any of those choices as easily and as quietly as it made them.

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[5] Extend, Product Protection and Shipping Protection for Profitability, https://www.extend.com/post/product-and-shipping-protection-for-profitability.

[6] https://customers.extend.com/en-US/shipping_protection_plan_details/ ("FAQS"); Extend Shipping Protection Guide, https://www.extend.com/shipping-protection-guide.

B. Pre-selecting a paid add-on 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.[7]

31. The FTC has been explicit that pre-selecting an add-on for the consumer does not amount to consumer consent: "[a] 'pre-checked box' does not constitute affirmative consent." The same guidance instructs sellers to "obtain the consumer's acceptance of the negative option feature offer separately from any other portion of the entire transaction."[8]

32. That is precisely what CarParts.com does not do. CarParts.com's "Extend Shipping Protection" control is a pre-checked box. It arrives checked, it is styled to look like a choice the consumer has already made, and the consumer's acceptance of it is never obtained separately from the rest of the transaction—it is bundled into the shipment module and into the single total the consumer approves when they press "Place Order."

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 order and each control on the checkout page for paid items the retailer put there on its own initiative. And

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[7] 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-consumers); *see also* FTC, *Bringing Dark Patterns to Light*, *supra* note 2, at pp. 21–22, 25.

[8] FTC, *Enforcement Policy Statement Regarding Negative Option Marketing*, *supra* note 3, at p. 13 n.46.

reasonable consumers do not expect a retailer to add a paid product to their order when they proceed to checkout, or to keep that product in the order unless they find and switch off a control to take it out.

34. Extend markets that effect to merchants as a selling point. Extend publishes a case study of a merchant, Felix Gray, that had offered shipping protection on an opt-in basis and then switched to presenting it pre-checked, so that the protection is added to the order unless the customer affirmatively opts out. Extend reports that the switch produced a "1,200% increase in shipping protection sales over the initial opt-in period," and an attach rate—which Extend defines as "the percentage of customers who purchase shipping protection"—of "40%." Extend titles the case study "Increases Attach Rate & Revenue."[9] On Extend's own numbers, then, pre-checking the box sells the product more than twelve times over asking for the sale—which is exactly why retailers pre-check it rather than allowing a customer the choice to opt in.

35. CarParts.com compounds the problem by where it puts the control. The pre-checked box is not presented with the consumer's merchandise, where a consumer would look for items in their order. It sits on a cluttered page, at the bottom of the "Shipment Details" module, below the shipment's contents and the shipping option the consumer was shown, and above the "Payment Information" section—positioned as though it were a feature of the shipment the consumer must buy rather than a separate product the consumer may decline. And at the final step of checkout—the step at which the consumer enters payment information and presses "Place Order"—CarParts.com collapses the "Shipment Details" module and grays it out, so that the pre-checked box appears in muted, non-interactive type. A consumer who wants to remove the charge at that point must first find and click "Edit."

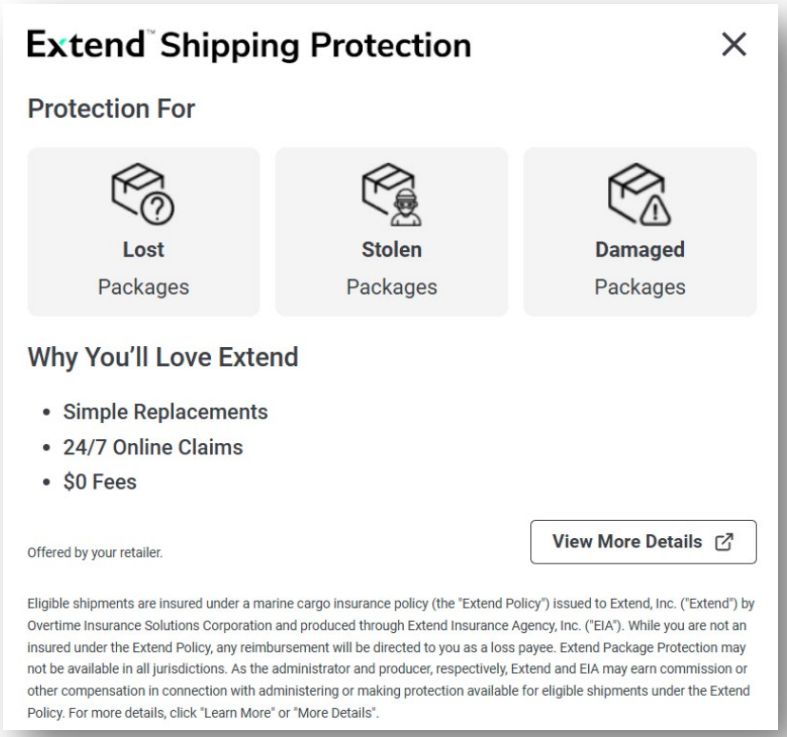
[9] Extend, Felix Gray Case Study – Increases Attach Rate & Revenue, https://www.extend.com/merchant-case-studies/felix-gray-pre-checked-shipping-protection.

36. 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).[10] 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 CarParts.com's checkout precisely. CarParts.com offers shipping protection by placing it in the consumer's order, pre-checked, without being asked; the consumer's failure to take the affirmative action of unchecking the "Extend Shipping Protection" box—the only action that rejects the offer—is treated as their acceptance of it; and CarParts.com then charges them.

37. Making matters worse, the only descriptive information CarParts.com attaches to the control is a sales pitch. The module's heading is an exhortation to buy: "Protect Your Shipment With Extend." The one line of explanation beneath it pairs a promise of peace of mind with a warning: "Extend Shipping Protection provides peace of mind. CarParts.com does not cover lost, stolen, or damaged packages." The box's own label promises only that the product "[p]rotects in case of loss, theft, or damage." And the "Learn More" link beside that label does not explain the charge either. It opens a pop-up that is itself an advertisement, headed "Extend Shipping Protection." Under "Protection For," the pop-up lists "Lost Packages," "Stolen Packages," and "Damaged

[10] 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.

Packages." Under "Why You'll Love Extend," it lists "Simple Replacements," "24/7 Online Claims," and "$0 Fees."



Captured August 3, 2026

38. What the pop-up does not disclose is everything that matters. It does not say that the charge is optional, or that the consumer can remove it. And it states not one term, condition, exclusion, deadline, or limit on the protection it promises. What the pop-up does disclose, it buries: beneath the sales copy, in small gray type, it states that "[e]ligible shipments are insured under a marine cargo insurance policy (the 'Extend Policy') issued to Extend, Inc. ('Extend') by Overtime Insurance Solutions Corporation and produced through Extend Insurance Agency, Inc. ('EIA')"; that "[w]hile you are not an insured under the Extend Policy, any reimbursement will be directed to you as a loss payee"; that "Extend Package Protection may not be available in all jurisdictions"; and that "Extend and EIA may earn commission or other compensation in connection with administering or making protection available for eligible shipments under the Extend

Policy." The rest is a link out of CarParts.com's checkout, to a marketing page hosted by Extend.[11] Nothing on CarParts.com's checkout page tells the consumer that CarParts.com has added an optional paid product to their order, that they may decline it at no cost, or on what terms the protection they are paying for may be claimed.

39. 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 "Extend Shipping Protection" row but reasonably conclude that shipping protection is a standard component of CarParts.com's shipping service rather than a separate, optional charge—particularly because CarParts.com presents it inside the "Shipment Details" module, beneath the shipping option CarParts.com has pre-selected for them, and reports it in the order summary on a line named "Shipping Protection" directly above the "Shipping" line. Either way, consumers end up paying for shipping protection that they did not choose and would not have chosen. And consumers who do read the description CarParts.com supplies are told that the fee is what protects them against lost, stolen, or damaged goods—a false premise, as described in greater detail below.

40. 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. CarParts.com does things differently. It makes the decision to add an extra purchase for its customers, and profits from those who do not catch it.

41. CarParts.com knows how to present an optional add-on as a choice when it wants to. In the panel that opens when a consumer adds an item to their cart, CarParts.com offers additional products under the heading "Customers Also Bought," each with a priced product card the consumer must click. And on the cart page itself, below the consumer's items, CarParts.com offers further products under the heading

[11] The pop-up's "View More Details" button leads to https://customers.extend.com/en-US/shipping_protection_plan_details/, Extend's page marketing the product, which in turn links to a "Privacy Policy," "Terms & Conditions," and an Extend "Shipping Protection guide."

"You May Also Need," each with its price and its own button. Nothing is pre-selected, and nothing is charged unless the consumer affirmatively chooses it. Those add-ons are not in the consumer's order unless the consumer puts them there. CarParts.com also knows how to leave a box unchecked: on the same checkout page, the box offering to send tracking information by text message arrives unchecked.

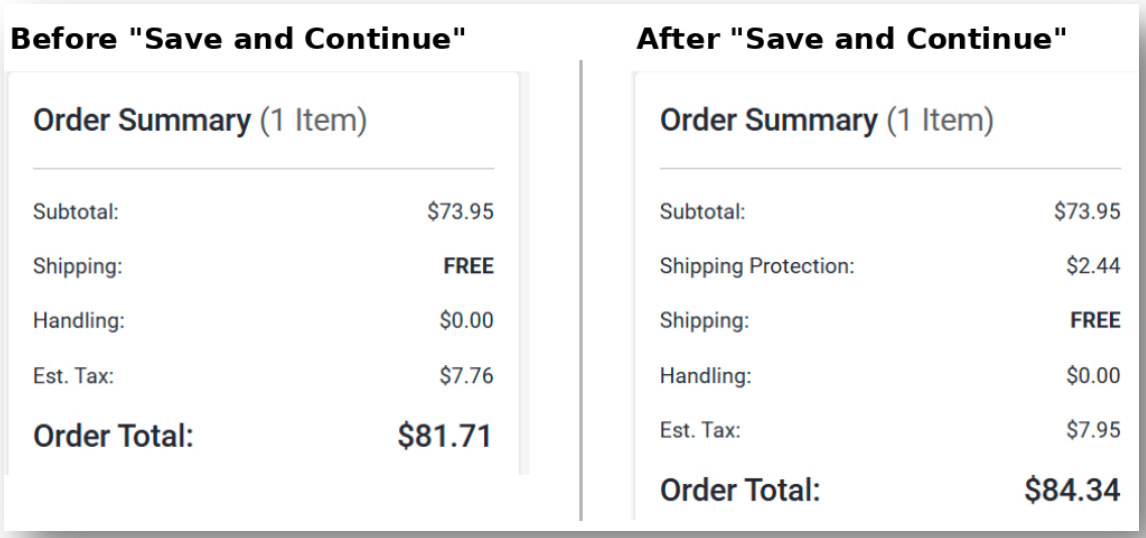
42. So when CarParts.com wants to give consumers an option, it asks. For the Shipping Protection Fee, CarParts.com does not ask—it answers for the consumer, and then charges them.

C. CarParts.com also presents the Shipping Protection Fee as a component of shipping—another "dark pattern" that manipulates consumers into paying for a product they never chose.

43. CarParts.com's checkout design compounds the problem. CarParts.com does not present shipping protection as a separate product the consumer may buy. It presents the charge inside the "Shipment Details" module, directly beneath the shipment's contents and the delivery date and shipping method CarParts.com has pre-selected. It names the charge for shipping—"Shipping Protection"—and, in the order summary, places it among the shipping-related figures: directly below the "Subtotal" of the consumer's merchandise and directly above the "Shipping" line, where the consumer would look for the cost of getting their order delivered. 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.

44. And because CarParts.com inserts the charge only after the consumer has already been shown an order total without it, the total CarParts.com asks the consumer to approve is not the total CarParts.com showed the consumer moments earlier—and nothing on the page explains the difference. In the order depicted above, the order summary reported a "Subtotal" of $73.95, "Shipping" of "FREE," "Handling" of $0.00, "Est. Tax" of $7.76, and an "Order Total" of $81.71 before the consumer pressed "Save

and Continue." After the consumer pressed "Save and Continue," a "Shipping Protection" line of $2.44 appeared, and the "Order Total" rose to $84.34:



Captured August 3, 2026

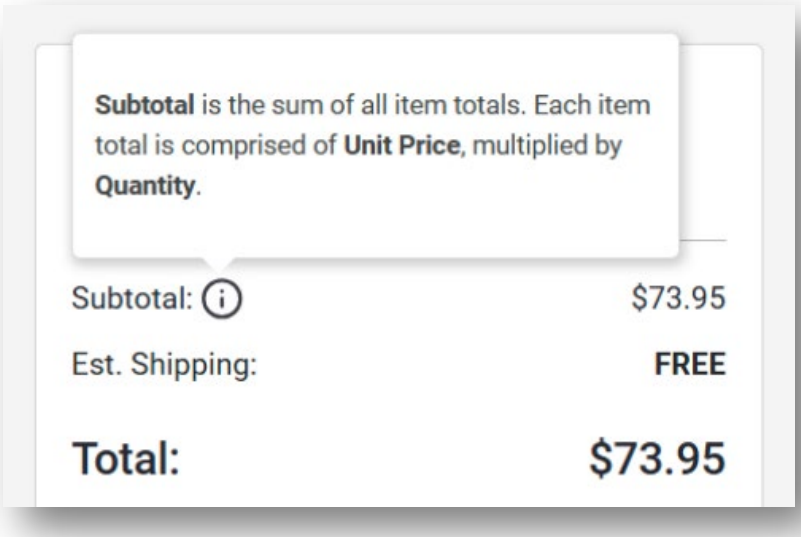
45. That increase is attributable to a product the consumer never selected, on a line that reads as part of the cost of shipping.[12]

46. Nor does CarParts.com's checkout disclose the charge to a consumer who goes looking for an explanation of the figures on the page. Clicking the "ⓘ" icon that CarParts.com places beside the "Subtotal" line of the cart's order summary opens a tooltip that explains only: "Subtotal is the sum of all item totals. Each item total is comprised of Unit Price, multiplied by Quantity." The tooltip says nothing about shipping protection, nothing about "Extend," and nothing about the charge CarParts.com will add to the order at the next step:[13]

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[12] The cart page, the first checkout step, and the shipment-details checkout step depicted above are the same order. The cart reported a "Subtotal" of $73.95 and a "Total" of $73.95; the first checkout step reported an "Order Total" of $81.71 with no shipping protection line; the shipment-details step reported an "Order Total" of $84.34 including a "Shipping Protection" line of $2.44.

[13] Captured from www.carparts.com/cart on August 3, 2026.



Captured August 3, 2026

47. Adding the fee without asking, delivering the control pre-checked, presenting the charge as part of the shipment module, naming it for shipping, and reporting it among the shipping-related figures in the order summary is unfair. A consumer reviewing their order before paying is focused on completing the purchase, not on auditing an order summary for charges the retailer added on its own initiative, or on distrusting a line item that is named for, and grouped with, the shipping they know they have to pay for. CarParts.com's presentation of the fee causes consumers to pay Shipping Protection Fees that they otherwise would not have paid.

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

48. CarParts.com does not just slip the Shipping Protection Fee past consumers—it also misleads the consumers who find it. The pre-checked box says the fee "[p]rotects in case of loss, theft, or damage." The module containing it tells the consumer that "CarParts.com does not cover lost, stolen, or damaged packages." The pop-up behind the "Learn More" link tells the consumer, without qualification, that the product provides "Protection For" "Lost Packages," "Stolen Packages," and "Damaged Packages," with "Simple Replacements" and "$0 Fees." Together, the message a

reasonable consumer takes away is unmistakable: if they decline the Shipping Protection Fee and their package is lost, damaged, or stolen in transit, they are on their own.

49. That message is false. Consumers who decline the fee are not left to absorb the loss of a package that goes missing or arrives damaged. Extend itself pitches its product to merchants as one that "eliminates the need to absorb replacement costs for approved claims regarding broken products or failed deliveries"—costs that, by Extend's own account, merchants typically bear themselves, including because consumers expect merchants to send them replacement items for anything that is lost in the mail. *See supra* ¶ 27. Carriers are also responsible for the packages they carry. Federal law entitles consumers to dispute, and have reversed, charges for goods that never arrive. *See* 15 U.S.C. § 1666. And many credit card issuers offer purchase protection that reimburses cardholders for eligible purchases that are lost, stolen, or damaged—including after delivery to the customer's address.[14]

50. But CarParts.com's checkout says none of this. It tells consumers nothing about the protections that carriers, credit card issuers, and federal law already provide. So reasonable consumers believe, based on CarParts.com's representations about the Shipping Protection Fee, that without it their shipment is unprotected if it is lost, damaged, or stolen.

51. In short, CarParts.com tricks consumers into buying protection they largely already have. Yet CarParts.com's message represents to consumers that they will be left to absorb the loss of a lost, stolen, or damaged shipment unless they pay the Shipping Protection Fee. That false representation is aimed squarely at the minority of consumers who actually notice the pre-checked box, and is designed to persuade them to leave it checked.

[14] *E.g.,* https://static.chasecdn.com/content/services/structured-document/document.en.pdf/card/benefits-center/product-benefits-guide-pdf/BGC11359_v2.pdf; https://www.americanexpress.com/en-us/credit-cards/credit-intel/purchase-protection/.

52. Nor does CarParts.com disclose to consumers what they are actually buying. Nothing on CarParts.com's checkout page tells the consumer what the coverage actually reaches, what is excluded from it, how a claim is made, how long a consumer has to make one, who decides the claim, or what the consumer receives if the claim is allowed.

53. What CarParts.com does disclose about the product, it discloses in fine print that contradicts the pitch. The "Learn More" pop-up states that eligible shipments are insured under "a marine cargo insurance policy (the 'Extend Policy') issued to Extend, Inc." by a third-party insurer—not to the consumer—and that the consumer is "not an insured under the Extend Policy." A consumer who pays CarParts.com's Shipping Protection Fee therefore does not buy insurance on their own package: they buy a position as a potential "loss payee" under someone else's policy, on terms CarParts.com never shows them.[15] In other words, consumers who pay the Shipping Protection Fee are not even the insureds under the insurance they are paying for—Extend is.

54. Nor can the consumer find those terms by following the links CarParts.com provides. Three clicks past the checkout—"Learn More," then "View More Details," then "Read More"—lies an "Extend Shipping Protection Guide." That Guide states, at its foot, that it "is only a summary of the full Marine Open Cargo Policy underwritten for Extend, Inc.," and that the summary "does not amend, extend, or alter the coverage, terms, exclusions and conditions afforded by the policy." The document that actually governs what the consumer bought is therefore never shown to the consumer at all—not at checkout, not in the pop-up, and not on any page CarParts.com or Extend links. The consumer pays for the coverage before seeing a summary of it, and is not presented with the coverage policy itself.[16]

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[15] Extend Shipping Protection pop-up, captured August 3, 2026.

[16] Extend Shipping Protection Guide, *supra* note 6. The Guide is reached from https://customers.extend.com/en-US/shipping_protection_plan_details/, which is itself the page behind the "View More Details" button in the pop-up CarParts.com

55. What the Guide does disclose confirms that consumers receive little or nothing for their money, because the coverage largely requires the consumer to pursue the very remedies they already had, for free. For a lost package, the consumer may not file a claim until "5 days after your estimated delivery date"—and 20 days for packages shipped outside the United States. For a damaged package, the consumer has "30 days after delivery to submit a claim," and "[d]amage reported 31 days or more after delivery … is not protected." And Extend routes whole categories of problems straight back to the retailer: "[f]or order issues, contact the retailer directly," including "[b]ackordered items," "[e]rrors, including the wrong size, color, or item," "[m]issing items from the order when the package shows no exterior damage or tampered seal," and "[m]echanical or electrical defects." Items that never shipped are excluded outright: "[i]n this situation, contact the retailer." The consumer who pays the Shipping Protection Fee is told, when something goes wrong, to do what they could have done for nothing.[17]

56. Notably, Extend advertises, on the plan-details page CarParts.com links from its checkout, that "[w]hen porch pirates strike, we've got it covered," suggesting that Extend's package protection extends to packages stolen after delivery.[18] The Extend pop-up on CarParts.com similarly proclaims protection for "Stolen Packages." But Extend's Guide takes that back. It protects a package only "in case of loss, damage, or theft during shipment," and "[s]hipping protection ends when … [y]our package is delivered to your final destination undamaged."[19] So the loss that carriers and the right to dispute a charge for undelivered goods may not reach—a package stolen from the consumer's doorstep after delivery—is a loss Extend does not cover either. For that loss, the remedy many consumers have is their credit card issuer's purchase protection, not CarParts.com's Shipping Protection Fee.

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displays at checkout.

[17] Extend Shipping Protection Guide, *supra* note 6.

[18] https://customers.extend.com/en-US/shipping_protection_plan_details/.

[19] Extend Shipping Protection Guide, *supra* note 6.

57. The exclusions and conditions go further, and none of them are disclosed at checkout. A claim may be denied if the consumer "provided the wrong shipping address," if "[t]he recipient refused to sign for the package," if the package was "not delivered after multiple attempts by the shipping carrier," if it was "held or redirected at the request of the recipient," or for "[d]amage during unboxing or normal use." To obtain payment the consumer may be required to produce "[p]hotos of the damaged items, packages, or packing material," "[a] police report or video surveillance footage," and "[c]ompletion of identity verification"—and if the consumer "[isn't] able to provide such details or documentation within 30 days, we may deny your claim." Coverage is capped, but the cap is never stated: Extend excludes "[p]ackages worth more than the limit set by Extend, which varies by retailer." A consumer at CarParts.com's checkout is never told the limit that applies to their own order, or that a limit exists at all.[20]

58. And what the consumer receives if a claim is allowed is not even their money back. Extend's Guide provides that "if your package is lost or stolen, you may receive a gift card for the value of the product (plus shipping costs and taxes) so you can order a replacement," and that for a damaged product "a full or partial refund via a gift card may be provided." The consumer pays cash for the protection and, at best, is paid back in store credit—a remedy that returns the consumer to the retailer rather than making the consumer whole, and that benefits the retailer a second time. Nor may the consumer undo the purchase they never made: "[o]nce in effect, shipping protection cannot be canceled by you," and "[i]f the order has already shipped, a refund cannot be provided." Extend and the retailer, by contrast, may cancel it—including as to any consumer Extend "suspects" poses "an unacceptable risk of loss, as determined by Extend in its sole discretion." The consumer who never chose the product cannot get out of it; the parties who chose it for them can.[21]

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[20] Extend Shipping Protection Guide, *supra* note 6.

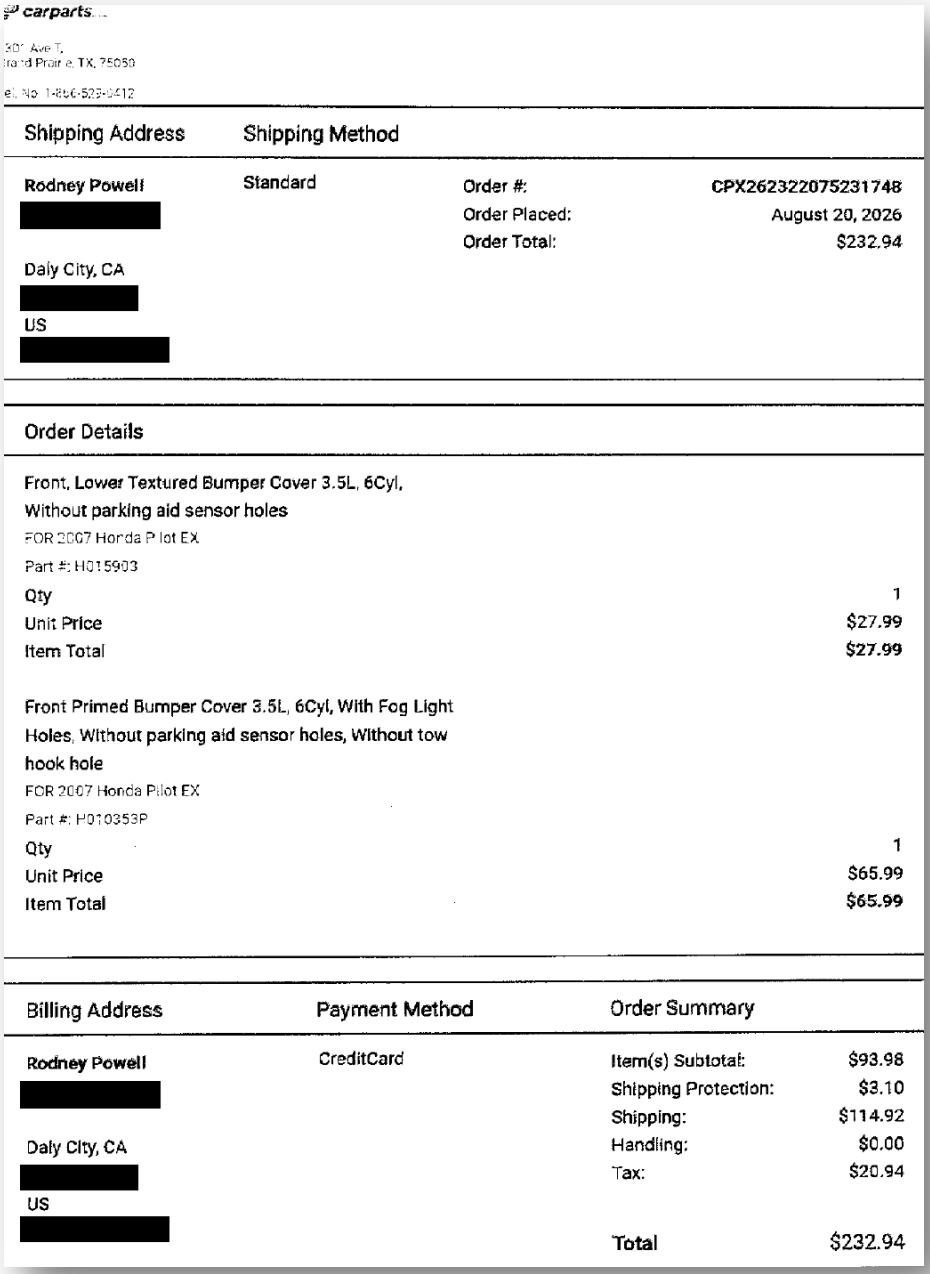
[21] Extend Shipping Protection Guide, *supra* note 6.

59. The result is that consumers who pay CarParts.com'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, CarParts.com induces its customers to pay Shipping Protection Fees through manipulation and deception, not through its customers' informed choice. That shipping protection then benefits CarParts.com, not the customers who pay for it.

E. CarParts.com charged Plaintiff a Shipping Protection Fee that he never chose.

60. CarParts.com charged Plaintiff a Shipping Protection Fee that CarParts.com had added to his order without asking.

61. On August 20, 2026, Mr. Powell purchased two bumper covers for his 2007 Honda Pilot EX from CarParts.com's website—a "Front, Lower Textured Bumper Cover 3.5L, 6Cyl, Without parking aid sensor holes" (Part # H015903, $27.99) and a "Front Primed Bumper Cover 3.5L, 6Cyl, With Fog Light Holes, Without parking aid sensor holes, Without tow hook hole" (Part # H010353P, $65.99)—on order number CPX262322075231748, for a total price of $232.94:



carparts...

301 Ave T,
Grand Prairie, TX, 75050

el. No. 1-866-525-0412

Shipping Address	Shipping Method		
Rodney Powell [redacted]	Standard	Order #:	CPX262322075231748
		Order Placed:	August 20, 2026
		Order Total:	$232.94
Daly City, CA [redacted]			
US [redacted]			

Order Details

Front, Lower Textured Bumper Cover 3.5L, 6Cyl, Without parking aid sensor holes	
FOR 2007 Honda Pilot EX	
Part #: H015903	
Qty	1
Unit Price	$27.99
Item Total	$27.99
Front Primed Bumper Cover 3.5L, 6Cyl, With Fog Light Holes, Without parking aid sensor holes, Without tow hook hole	
FOR 2007 Honda Pilot EX	
Part #: H010353P	
Qty	1
Unit Price	$65.99
Item Total	$65.99

Billing Address	Payment Method	Order Summary	
Rodney Powell [redacted]	CreditCard	Item(s) Subtotal:	$93.98
		Shipping Protection:	$3.10
		Shipping:	$114.92
Daly City, CA [redacted]		Handling:	$0.00
		Tax:	$20.94
US [redacted]		Total	$232.94

Invoice received by Mr. Powell for order CPX262322075231748, placed August 20, 2026

62. As part of that order, CarParts.com charged Mr. Powell a $3.10 Shipping Protection Fee. CarParts.com listed the charge in the "Order Summary" on a line labeled "Shipping Protection," directly below Mr. Powell's "Item(s) Subtotal" of $93.98 and

directly above a separate "Shipping" charge of $114.92. Mr. Powell did not choose to add this Shipping Protection Fee to his order; CarParts.com did.

63. Mr. Powell did not notice that CarParts.com had added a Shipping Protection Fee to his order at the time he made his purchase. He did not know that the charge existed, did not know that it was optional, and did not know that it could be removed. He never chose to purchase shipping protection; CarParts.com added it to his order for him. If CarParts.com had presented the shipping protection option clearly—without adding it to his order for him, and without delivering the control already checked—Mr. Powell would not have chosen to purchase it.

64. Because Plaintiff did not know that the charge existed, was optional, or could be removed, he never knowingly agreed to pay it. His payment was made without full knowledge of the facts.

65. Plaintiff was injured by CarParts.com's conduct. He lost money: the Shipping Protection Fee that CarParts.com charged him for shipping protection he never chose and did not want. CarParts.com, for its part, was unjustly enriched, twice: it retained a share of the money Plaintiff paid for shipping protection; and it received, at his expense, a third-party undertaking from Extend, of a market value equal to the price Plaintiff paid, that protected CarParts.com against costs it would otherwise have absorbed itself.

66. Plaintiff would like to purchase from CarParts.com's website again in the future. But he cannot rely on CarParts.com's checkout process. CarParts.com 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 CarParts.com continues to be able to charge Shipping Protection Fees that consumers never chose, Plaintiff has no way of knowing whether, when, where, or in what form CarParts.com will add a paid add-on to his next order. A defendant that can change its checkout design at will can change it back.

V. Class Action Allegations.

67. 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 CarParts.com 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 CarParts.com Product and paid a Shipping Protection Fee.

68. 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

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

70. Class Members can be identified through Defendant's sales records and public notice. Because CarParts.com added the Shipping Protection Fee to consumers' orders by default and recorded it as a line item on every order, 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

71. 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

72. Plaintiff's claims are typical of the proposed Class. Like the proposed Class, Plaintiff paid a Shipping Protection Fee that CarParts.com added to his order by default, and that CarParts.com charged him because he did not find and undo the selection CarParts.com had made for him, when purchasing CarParts.com Products. There are no conflicts of interest between Plaintiff and the Class.

Superiority

73. 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 and the California Subclass)

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

75. Plaintiff brings this cause of action on behalf of himself and members of the Nationwide Class and the California Subclass (together, for purposes of this cause of action, "Class Members"), under the common law of unjust enrichment.

76. Plaintiff and Class Members conferred a benefit on Defendant: the Shipping Protection Fees that Defendant charged and collected from them. Plaintiff and Class Members received little or nothing of value in return, since the fee only offered purported protections that they largely already had. Plaintiff and Class Members also conferred a second benefit on Defendant: a third-party undertaking from Extend, of a market value equal to the price Plaintiff and Class Members paid for shipping protection, that inured to the benefit of Defendant by shifting to Extend costs that CarParts.com would otherwise have absorbed itself.

77. 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; delivered the only control that removes the charge already checked, so that consumers had to find it and uncheck it in order to avoid the charge; represented that consumers who declined the charge would be unprotected if their shipments were lost, damaged, or stolen; presented the charge as a component of the shipment and shipping method it had pre-selected rather than as an optional add-on; reported the charge in the order summary among the shipping-related figures, on a line named for shipping and directly above the "Shipping" line; 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.

78. 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.

79. 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 his other claims, and, as alleged above, he and the Class lack an adequate remedy at law.

Second Cause of Action:

Violation of California's Unfair Competition Law

(By Plaintiff and the Nationwide Class and the California Subclass)

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

81. Plaintiff brings this cause of action on behalf of himself and members of the Nationwide Class and the California Subclass (together, for purposes of this cause of action, "Class Members").

82. The UCL prohibits any "unfair ... business act or practice." Bus. & Prof. Code § 17200. The UCL's "unfair" prong exists so that courts can address the "innumerable new schemes that the fertility of man's invention can contrive." *Camacho v. Auto. Club of S. Cal.*, 142 Cal. App. 4th 1394, 1403 (2006) (citing *Barquis v. Merchants Collection Ass'n*, 7 Cal. 3d 94, 112 (1972)).

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

The Unlawful Prong

84. 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 herein and incorporated here. Plaintiff pleads each of these predicates independently and in the alternative.

85. 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, and that "[a] 'pre-checked box' does not constitute affirmative consent."[22] By adding shipping protection to consumers' orders by default, delivering the only control that removes it already checked, presenting the charge as a component of its pre-selected shipment and shipping method, reporting the charge in the order summary among the shipping-related figures, and telling consumers that the fee is what protects them against lost, stolen, or damaged goods, CarParts.com 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.

86. Defendant's Shipping Protection Fees are independently unlawful because they violate the Restore Online Shoppers' Confidence Act, 15 U.S.C. § 8403. CarParts.com charges consumers for goods and services sold in transactions effected on the Internet "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).[23] 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 inside its shipment-details module, beneath its pre-selected shipping method, names it "Shipping Protection," and reports it in the order summary directly above the "Shipping" line. Because a reasonable consumer in Defendant's checkout would be confused about

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[22] FTC, *Enforcement Policy Statement Regarding Negative Option Marketing*, *supra* note 3, at p. 13 n.46; FTC, *Bringing Dark Patterns to Light*, *supra* note 2, at pp. 21–22, 25.

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

whether the Shipping Protection Fee is optional at all, any assent to the total price Defendant displays is not express informed consent to that fee.

87. 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 CarParts.com's conduct "unlawful" within the meaning of the UCL.

The Unfair Prong

88. 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 pre-checked "Extend Shipping Protection" box and affirmatively uncheck it.

89. CarParts.com's practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. CarParts.com's default Shipping Protection Fee exploits consumers' inattention and their reasonable expectation that a retailer will not add paid products to their orders without asking. CarParts.com then compounds the manipulation in three ways: by delivering the control that governs the charge already checked, so that the consumer's inaction is recorded as their agreement; by presenting the charge as a component of the shipment and shipping method it has pre-selected, naming it for shipping, and reporting it in the order summary among the shipping-related figures, so that the charge reads as a mandatory part of getting the order delivered rather than as a separate product the consumer may decline; and by telling the consumers who do notice the charge that it is what protects them against lost, stolen, or damaged goods—falsely conveying that, without it, they would have to absorb any loss themselves. As the FTC has explained, sneaking charges into consumers' orders is a dark pattern, and "[a] 'pre-checked box' does not constitute affirmative consent."[24] And

[24] FTC, *Enforcement Policy Statement Regarding Negative Option Marketing*, *supra* note 3, at p. 13 n.46; FTC, *Bringing Dark Patterns to Light*, *supra* note 2, at p. 25.

CarParts.com extracts fees even from the minority of consumers who notice the pre-checked box, by falsely implying that unchecking it means their shipments are unprotected.

90. CarParts.com's practice is unfair because the harm to the consumer greatly outweighs the public utility of its conduct. The consumer injury is substantial: CarParts.com's Shipping Protection Fees inflict a small harm on a large number of consumers, extracting a few dollars from each of the many consumers who complete purchases through CarParts.com'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 the consumer saves a shipping address, the only means of removing it is a box CarParts.com has already checked, the charge is presented as part of the shipment module and reported among the shipping-related figures in the order summary, and consumers who notice the choice are told they will be unprotected if they decline.

91. CarParts.com's practice also violates established public policies that are tethered to specific constitutional, statutory, and regulatory provisions, including the FTC Act, ROSCA, 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.

92. Plaintiff and Class Members lost money as a result of CarParts.com's unfair practice: they paid Shipping Protection Fees that they would not have paid if CarParts.com had not added the fees to their orders for them. Class Members paid those

fees either without noticing them, or under the false pretense that their shipments would otherwise be unprotected.

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

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

The Deceptive Prong

95. 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.

96. CarParts.com's checkout is likely to deceive reasonable consumers in multiple ways. First, by adding shipping protection to consumers' orders by default, delivering the control that governs it already checked, presenting the charge as a component of the pre-selected shipment and shipping method, and reporting it in the order summary among the shipping-related figures on a line named "Shipping Protection," CarParts.com 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.

97. Second, CarParts.com's description of the product—protection "in case of loss, theft, or damage"—read together with the disclaimer CarParts.com displays in the same module ("CarParts.com does not cover lost, stolen, or damaged packages"), falsely communicates that consumers who decline the fee will be left without protection if their products are lost, damaged, or stolen in transit. As alleged above, that is false: consumers have the right to dispute and reverse charges for goods that never arrive, carriers are responsible for the packages they lose or damage, and many credit card issuers reimburse cardholders for purchases that are stolen.

98. Third, CarParts.com's order summary misrepresents what the consumer is buying: it inserts the "Shipping Protection" line, and raises the "Order Total," only after the consumer has already been shown an order total without it, without telling the consumer that the total changed or why.

99. CarParts.com'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 without protection if their order never arrives, and (3) the actual value (or lack thereof) that shipping protection provides.

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

Third Cause of Action:

Violation of California's Consumers Legal Remedies Act

(By Plaintiff and the Nationwide Class and the California Subclass)

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

102. Plaintiff brings this cause of action on behalf of himself and members of the Nationwide Class and the California Subclass (together, for purposes of this cause of action, "Class Members").

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

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

105. 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.

106. As alleged more fully above, CarParts.com's practice of adding the Shipping Protection Fee to consumers' orders by default, delivering the control that governs the charge already checked, presenting the charge as a component of the shipment and shipping method it pre-selected while reporting it in the order summary among the shipping-related figures, and telling consumers that the fee is what protects their orders against lost, stolen, or damaged goods, violates the CLRA, including the provisions below.

107. 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, plus the shipping, handling, and tax on those products, when CarParts.com has added to those orders a separate paid product (shipping protection) that consumers did not select—and by reporting that product in the order summary, under a name and in a position that present it as a component of the shipping the consumer must buy. Defendant also violated this subsection by representing that

shipping protection is needed to protect consumers in case of lost, damaged, or stolen packages, when in fact—as alleged above—consumers already largely receive those protections.

108. 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 in case of lost, damaged, or stolen packages, with the intent not to provide that protection as advertised—because, as alleged above, consumers already largely receive those protections, and the shipping protection therefore confers little or no value.

109. 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 describing the Shipping Protection Fee as the consumer's protection "in case of loss, theft, or damage," and by telling consumers, in the same module of the same checkout page, that "CarParts.com does not cover lost, stolen, or damaged packages," CarParts.com represents that consumers who decline the fee will be left without protection if their products are lost, damaged, or stolen in transit. Those representations are false. As alleged above, consumers who decline the fee are not left without protection: carriers are responsible for packages they lose or damage, consumers have the right to dispute and reverse charges for goods that never arrive, and many credit card issuers reimburse cardholders for purchases that are stolen. CarParts.com thus misrepresented the rights, remedies, and obligations that Class Members' transactions involved.

110. 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.

111. Defendant's misrepresentations were intended to induce reliance, and Plaintiff relied on them. Specifically, Plaintiff relied on CarParts.com's presentation of his order: he reasonably understood the order he was placing to consist of the products he had selected, and reasonably understood the order summary CarParts.com displayed to report the price of those products and the shipping, handling, and tax on them. Had CarParts.com instead disclosed that it had added an optional paid product to his order, and clearly presented that product as the separate, optional charge that it is, Plaintiff would not have paid for it.

112. In addition, Class-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.

113. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class Members.

114. Plaintiff and Class Members 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 Class Members who noticed the charge while checking out would not have paid the fee if Defendant had not falsely represented that shipping protection was necessary to protect their packages in case of loss, theft, or damage, and that they would be left without protection if they declined.

115. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on behalf of himself and all other Class Members, seeks injunctive relief.

116. CLRA § 1782 NOTICE. On October 14, 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 his CLRA claim. If Defendant does not fully correct the problem for Plaintiff and for each Class Member within 30 days of receipt of the letter, however, Plaintiff will seek all monetary relief allowed under the CLRA.

117. A CLRA venue declaration is attached.

Fourth Cause of Action:

Violation of California's False Advertising Law

(By Plaintiff and the Nationwide Class and the California Subclass)

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

119. Plaintiff brings this cause of action on behalf of himself and members of the Nationwide Class and the California Subclass (together, for purposes of this cause of action, "Class Members").

120. In connection with the sale of CarParts.com Products, CarParts.com disseminates advertising and representations concerning its Shipping Protection Fee that are misleading and likely to deceive reasonable consumers. By adding shipping protection to consumers' orders by default, delivering the control that governs the charge already checked, presenting the charge as a component of the shipment and shipping method it has pre-selected, and reporting the charge in the order summary among the shipping-related figures on a line named "Shipping Protection," CarParts.com 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.

121. CarParts.com's description of the product is misleading in another way. By describing the fee as protection "in case of loss, theft, or damage," and by warning

consumers in the same module on the same page that "CarParts.com does not cover lost, stolen, or damaged packages," CarParts.com falsely implies that consumers who decline the fee will be left without protection if their orders are lost, damaged, or stolen in transit—when, as alleged above, consumers already largely have that protection. Consumers who noticed the charge and paid it after reading that warning therefore did so under false pretenses.

122. CarParts.com knew, or in the exercise of reasonable care should have known, that these representations were misleading. CarParts.com designed its checkout process, chose to add the fee by default, chose to deliver the control that governs it already checked, chose the language describing what the fee buys, chose the disclaimer telling consumers it does not cover lost, stolen, or damaged packages, and chose where and how to display the amount of the Shipping Protection Fee.

123. Plaintiff and Class Members relied on CarParts.com'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 CarParts.com's misleading checkout design.

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

VII. Relief.

125. Plaintiff seeks the following relief for himself 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;
- Upon amendment to add a CLRA claim for damages, 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

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

Dated: October 23, 2026

Respectfully submitted,

By: */s/ Matthaeus Martino-Weinhardt*

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