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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LAUREN ROSENBERG, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MOOD APPAREL, LTD. d/b/a MOOD FABRICS,

Defendant.

Case No. 5:26-cv-13395

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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I. Introduction.

1. Defendant Mood Apparel, Ltd. d/b/a Mood Fabrics ("Mood Fabrics") sells fabric, sewing tools and accessories, and related consumer products online through its website, www.moodfabrics.com. When consumers proceed to checkout, Mood Fabrics automatically 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 cart, Mood Fabrics presents them with a checkout page with the shipping protection box already checked. Unless the consumer notices the pre-checked box and affirmatively unchecks it, Mood Fabrics charges the consumer for shipping protection. So the majority of consumers never choose to buy shipping protection; Mood Fabrics makes that choice for them—and charges them for it—using dark patterns. And for the minority of consumers who do notice the fee, Mood Fabrics falsely conveys that shipping protection is necessary to protect them if their shipment is lost, damaged, or stolen—when in truth Mood Fabrics' own policies, the carriers it uses, credit cards, and federal law already protect consumers' shipments. So consumers who pay Mood Fabrics' shipping protection fees do so either without noticing them, or under false pretenses that their package is otherwise unprotected.

2. Pre-checking a paid add-on is a "dark pattern": a manipulative design practice that causes consumers to pay for something they never chose to buy. The Federal Trade Commission has condemned the practice of "sneaking" items and fees into consumers' online purchases without their consent.[1] And as the FTC has explained, "[a] 'pre-checked box' does not constitute affirmative consent."[2]

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[1] FTC, *Bringing Dark Patterns to Light* (2022), at pp. 21–22 (https://perma.cc/847M-EY69). All links in this complaint were last accessed November 6, 2026, unless otherwise noted.

[2] FTC, *Enforcement Policy Statement Regarding Negative Option Marketing* (Oct. 22, 2021), at p. 13 n.46 (https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf).

3. Mood Fabrics' checkout process is designed to ensure that its pre-selected shipping protection fee escapes consumers' notice. The pre-checked box for the fee appears near the bottom of the checkout page, below the shipping-method options and the delivery-address fields. And the fee itself does not appear as a line item in the order summary. It is automatically added into the subtotal. And the fee is added at the same time as taxes and shipping are added to the order, charges that consumers understand to be standard and mandatory parts of any online order and expect to increase their final purchase price at checkout. By adding a shipping protection fee by default and late in the checkout process, Mood Fabrics manipulates consumers into paying for shipping protection that they never chose and would not have chosen.

4. Worse, the shipping protection that Mood Fabrics pre-selects provides little, if any, additional value. The protections it purports to offer—reimbursement for lost, stolen, or damaged packages—are largely duplicate protections consumers already have: Mood Fabrics says it will replace lost orders and work with the carrier on damaged ones, 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 Mood Fabrics using dark patterns to sneak an unwanted product into consumers' carts, but the product has little-to-no additional value for most consumers (and instead, benefits Mood Fabrics). This makes sense: if consumers actually wanted shipping protection, there would be no reason to sneak it in. Consumers would affirmatively opt in to receive the supposed benefits that shipping protection affords. But precisely because shipping protection offers little-to-no additional benefits to the average consumer, the overwhelming majority of consumers would decline to pay extra for shipping protection if presented with a true choice. So Mood Fabrics has to resort to dark patterns to trick consumers into paying for shipping protection that they don't need or want.

5. Plaintiff Lauren Rosenberg is one of those consumers. Ms. Rosenberg made a purchase from Mood Fabrics' website on September 15, 2025. For that purchase,

Mood Fabrics charged her a shipping protection fee that it added to her order without asking. Plaintiff did not notice the fee at the time of her purchase. She would not have chosen to purchase it if Mood Fabrics had presented the option clearly, without adding it to her order for her.

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

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

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

II. Parties.

9. Plaintiff Lauren Rosenberg is domiciled in Carmel, California.

10. The proposed class includes citizens of every state.

11. Defendant Mood Apparel, Ltd. d/b/a Mood Fabrics is a New York Corporation with its principal place of business in New York.

III. Jurisdiction and Venue.

12. 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.

13. The Court has personal jurisdiction over Defendant because Defendant sold Mood Fabrics Products to consumers in California, including to Plaintiff.

14. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims occurred in this District: Plaintiff resides in this District, and she placed her order at issue from this District. Venue is also proper under

28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because Defendant would be subject to personal jurisdiction in this District if this District were a separate state. Defendant advertises and sells its Products to customers in this District, serves a market for its Products in this District, and Plaintiff's claims arise out of Defendant's contacts in this forum.

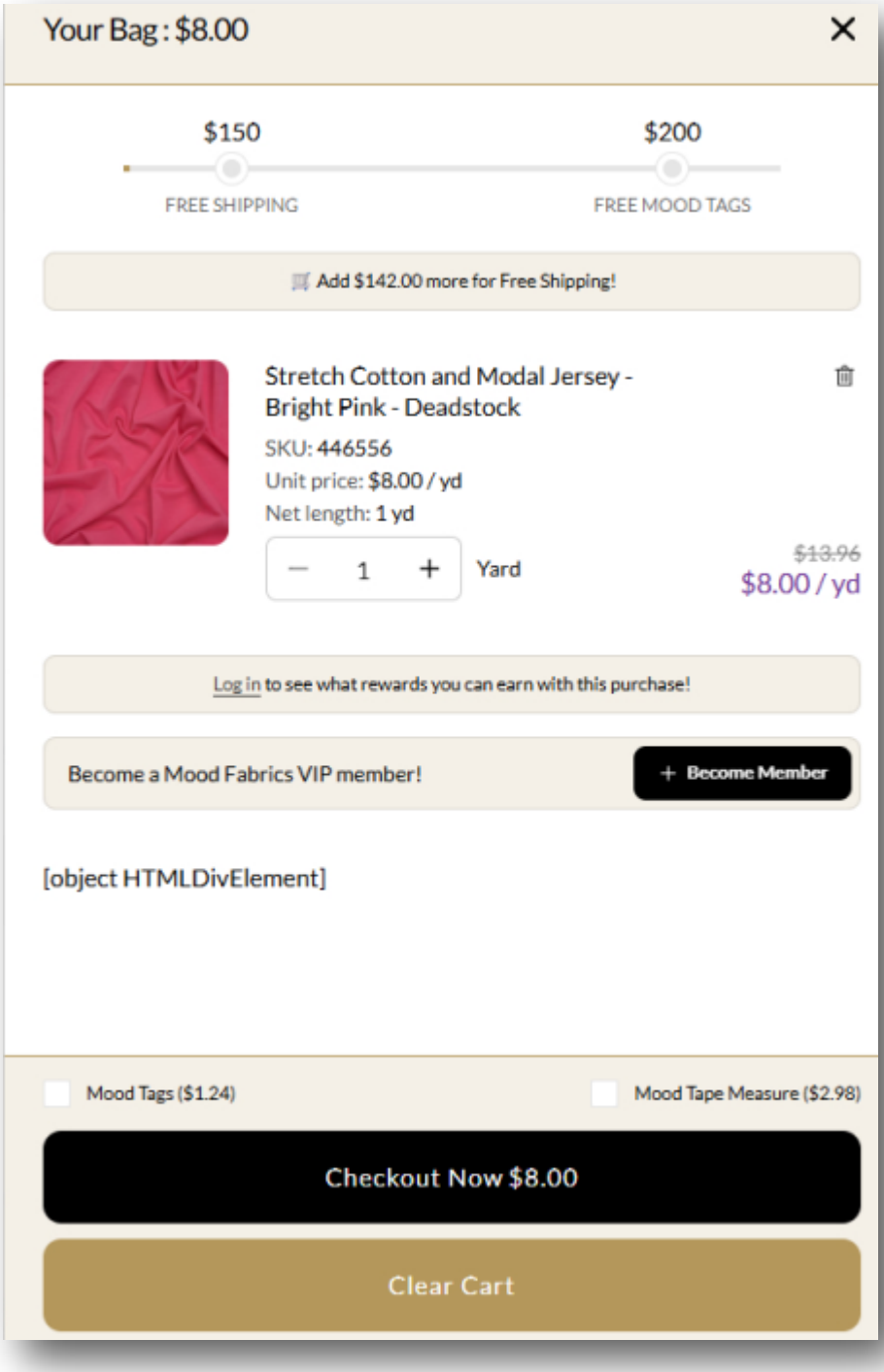
15. Divisional Assignment: This case should be assigned to the San Jose division. *See* LR 3-2(c). A substantial part of the events giving rise to the claim occurred in Monterey County, California.

IV. Facts.

A. Mood Fabrics automatically adds a pre-checked Shipping Protection Fee to consumers' orders.

16. Mood Fabrics sells fabric, sewing tools and accessories, and related consumer products ("Mood Fabrics Products") online through its website, www.moodfabrics.com.

17. To buy a product on Mood Fabrics' website, consumers select the product they want and add it to their cart. Once an item is added to the customer's cart, a window appears showing the consumer's cart and the items the consumer affirmatively chose to add to the cart.

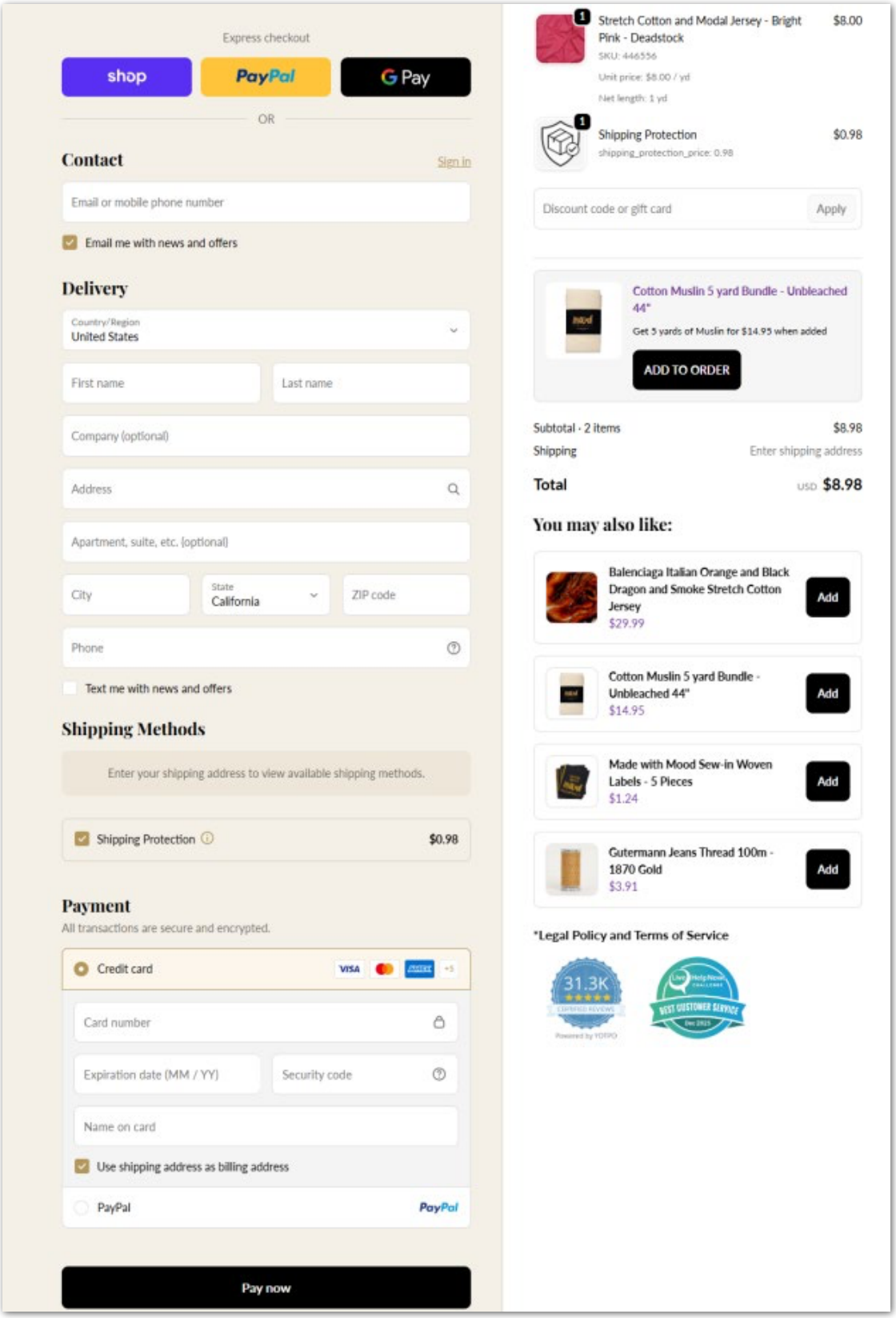


Captured May 8, 2026

18. Once the consumer has added Products to their cart, Mood Fabrics tells consumers they can "Checkout Now" for the cumulative price of the items they added to their cart (e.g., "Checkout Now $8.00").

19. But when a consumer clicks "Checkout Now," Mood Fabrics' checkout page opens with a "Shipping Protection" charge (the "Shipping Protection Fee") added to the consumer's cart—without the consumer having taken any affirmative action to add this optional add-on to their cart:[3]

[3] In this example, the Shipping Protection Fee is $0.98, which is the minimum possible amount for the fee. On larger orders, the Shipping Protection Fee is higher.



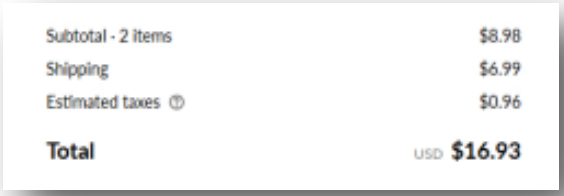
Captured May 8, 2026

20. Once the consumer enters their shipping address, they receive several options for shipping methods, but the "Shipping Protection" option remains selected.



Captured May 8, 2026

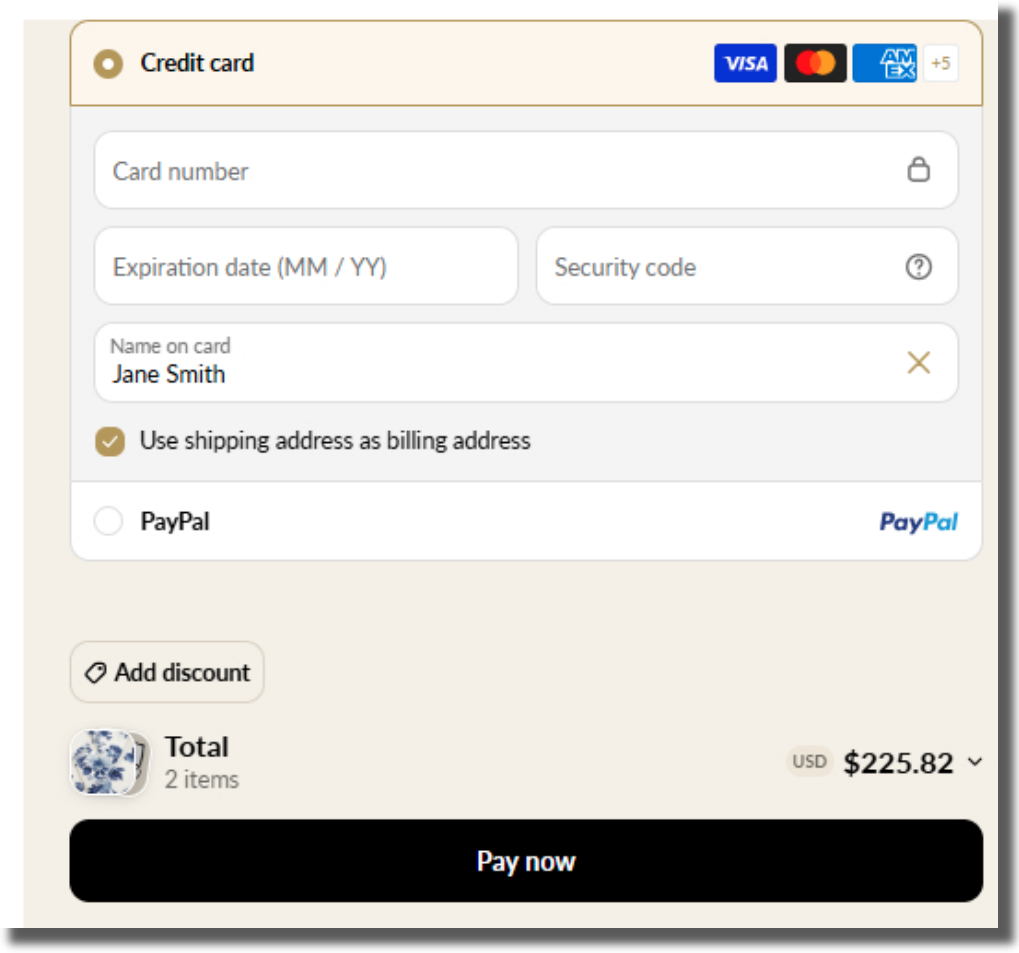
21. And once the shipping method is selected, the consumer's order summary and order total are updated.



Captured May 8, 2026

22. As the screenshots show, at checkout, Mood Fabrics folds the "Shipping Protection" charge into the order's "Subtotal" itself (in the example depicted above, the Subtotal increased from $8.00 to $8.98 the moment the consumer reached this page). The page breaks out the shipping and tax charges, fees that consumers expect to be added to their subtotal, as separate line items. Not so for the Shipping Protection Fee. Instead, buried on the left side of the page—below a box for selecting a shipping method, and below an unchecked box offering "Text me with news and offers"—Mood Fabrics displays the pre-checked box for the "Shipping Protection" fee.

23. On smaller screens and mobile devices, the checkout page does not display the individual items in the cart by default at all. And it only displays the total price by default, without showing the subtotal or added shipping and taxes. So the Shipping Protection Fee is folded into the "Total" at the same time as shipping and taxes, making it especially hard for consumers to notice.



Captured October 8, 2026

24. Mood Fabrics never asks consumers whether they want to purchase shipping protection before automatically adding shipping protection on the checkout page. Instead, Mood Fabrics makes that decision for them by automatically adding it to their purchase and pre-checking the "Shipping Protection" option. 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 affirmatively uncheck the pre-checked box.

25. Worse, Mood Fabrics automatically adds shipping protection at the same time as it adds taxes and shipping charges. This makes it difficult for consumers to notice that an unwanted fee was added simply by noticing that the subtotal or total presented for their order went up.[4] Reasonable consumers expect taxes and shipping to be added to their item's listed sale price. So reasonable consumers assume that the additional charge is for taxes and shipping, as is common practice in internet transactions. In other words, when a consumer clicks "Checkout Now," they expect the total on the checkout page to be higher than the price next to "Checkout Now" due to taxes and shipping. So the increased price does not put them on the lookout for unexpected fees like the Shipping Protection Fee.

26. Mood Fabrics' Shipping Protection Fee is non-refundable and is not offered through any third-party service.[5] So Mood Fabrics keeps 100% of every Shipping Protection Fee it charges consumers.

27. Mood Fabrics' checkout design is not fixed: Mood Fabrics controls it, and can change it at any time. Indeed, Mood Fabrics recently changed its checkout flow so that the shipping protection option is no longer pre-checked, and consumers must now affirmatively opt in. That change came only after years of pre-selection—including when Plaintiff made her purchase. And Mood Fabrics can revert to the pre-checked design at any time, just as easily and quietly as it changed it.

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[4] This is especially true for consumers purchasing from Mood Fabrics on their phone or other smaller devices. Those consumers are not automatically presented with a subtotal amount on their checkout page. Instead, they are automatically presented with one "Total" price that adds the shipping charges, taxes, and the Shipping Protection Fee all together to the price of the consumer's chosen Product(s).

[5] https://www.moodfabrics.com/pages/terms-conditions.

B. Pre-checking a paid add-on is an unfair "dark pattern" that manipulates consumers into paying for a product they never chose.

28. The FTC has identified "dark patterns" as manipulative website design practices that can "trick or manipulate consumers into buying products or services or giving up their privacy." One dark pattern the FTC has identified is the practice of "sneaking" unwanted items and charges into consumers' online orders without their consent—for example, by providing "[a] checkbox . . . which if left un-checked is interpreted as acceptance" of a charge.[6]

29. The FTC has likewise made clear that pre-checking a box does not amount to consumer consent: "[a] 'pre-checked box' does not constitute affirmative consent."[7]

30. Pre-checked, 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 scanning the page for unexpected, additional options that have been selected for them. And reasonable consumers do not expect a retailer to sneak in a Shipping Protection Fee that they never chose at the eleventh hour of the checkout process.

31. As a result, many reasonable consumers never notice the pre-selected fee at all, and pay for a product they never chose to buy. Others may glimpse the fee in the order summary, but, because it is presented as an already-selected component of the order, positioned alongside mandatory charges, reasonably believe that it is simply a required part of the purchase. Either way, consumers end up paying for shipping

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[6] 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*, *see* above note 1, at pp. 21–22, 25.

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

protection that they did not choose and would not have chosen. And consumers who not only notice the box but click the information icon next to it are told that they need the product for "protection against lost, damaged, or stolen packages"—a false premise, as described in greater detail below.

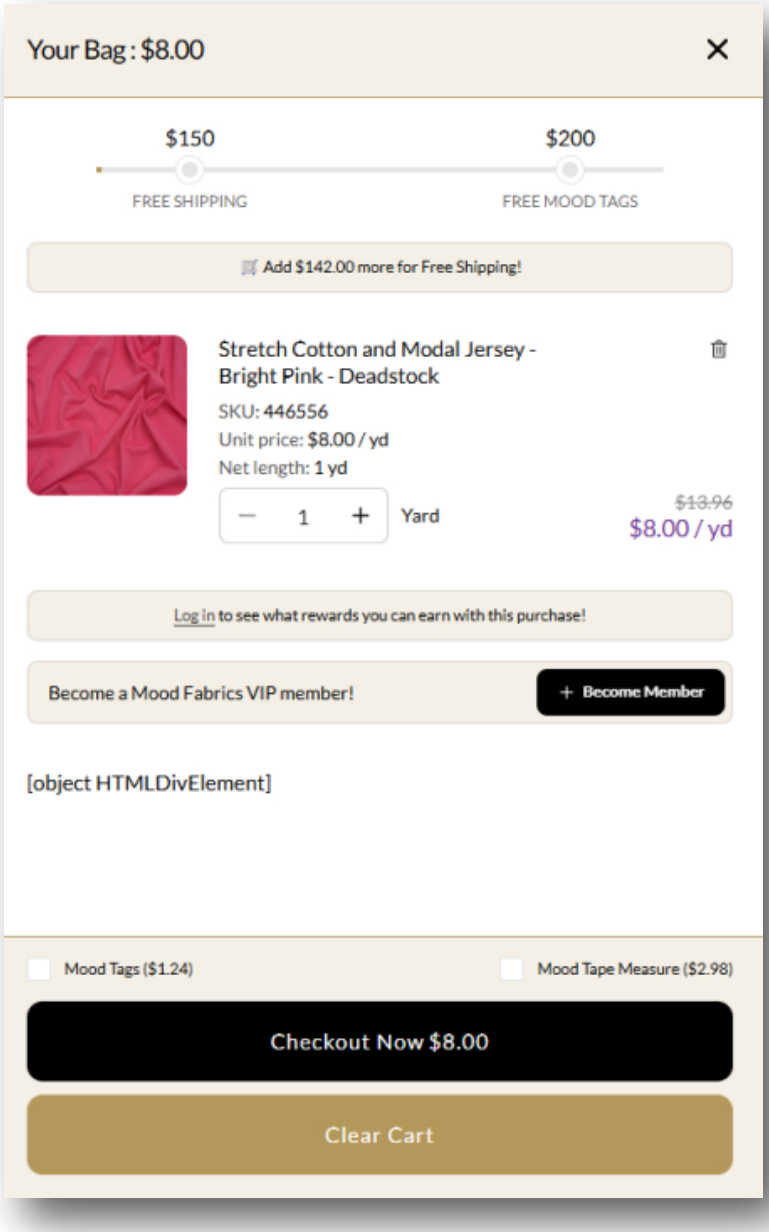
32. Congress has drawn the same line. The Restore Online Shoppers' Confidence Act ("ROSCA") makes it unlawful "to charge or attempt to charge any consumer for any goods or services sold in a transaction effected on the Internet through a negative option feature" unless the seller has first "clearly and conspicuously disclose[d] all material terms of the transaction before obtaining the consumer's billing information" and has "obtain[ed] a consumer's express informed consent before charging the consumer's credit card" or other financial account. 15 U.S.C. § 8403(1)–(2). ROSCA takes its definition of a "negative option feature" from the Federal Trade Commission's Telemarketing Sales Rule: "a provision under which the customer's silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as acceptance of the offer." 16 C.F.R. § 310.2(w); *see* 15 U.S.C. § 8403. That definition describes Mood Fabrics' shipping protection fee. Mood Fabrics charges for shipping protection by placing it in the consumer's order without being asked; the consumer's failure to take the affirmative action of unchecking the "Shipping Protection" box—the only action that rejects the offer—is treated as their acceptance of it; and Mood Fabrics then charges them.[8]

33. 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. Mood Fabrics does things differently. It makes

[8] 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.

the decision to add an extra purchase for its customers, and profits from those who do not catch it.

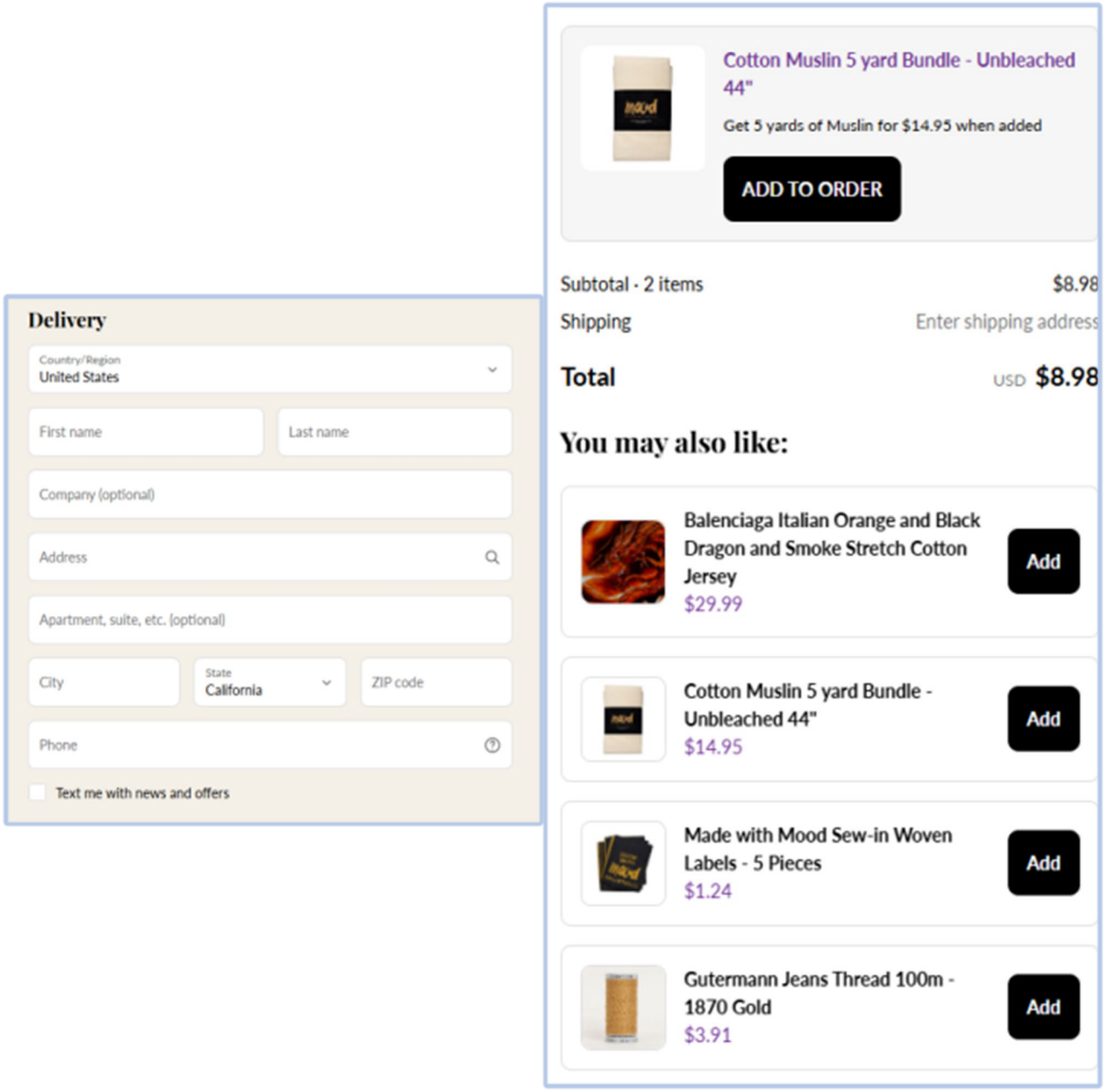
34. Mood Fabrics knows how to present an optional add-on as a choice when it wants to, in multiple ways. On Mood Fabrics' cart page, before consumers proceed to checkout and have the Shipping Protection Fee automatically added, Mood Fabrics asks consumers if they want to add "Mood Tags" or a "Mood Tape Measure" to their order.



Captured May 8, 2026

35. The boxes for these add-ons are unchecked by default. So these add-ons are not added to the consumer's cart unless the consumer puts them there.

36. And on the checkout page, Mood Fabrics offers consumers the choice to "Text me with news and offers" or to add various items to their order. These options are not pre-selected, and nothing is charged unless the consumer affirmatively chooses it:



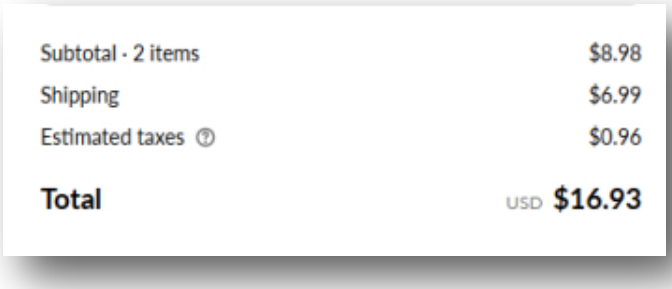
Captured May 8, 2026

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

C. Mood Fabrics also presents the Shipping Protection Fee late in the checkout process and without displaying it as its own charge in the order summary—another "dark pattern" that manipulates consumers into paying for a product they never chose.

38. Mood Fabrics' checkout design compounds the problem. Mood Fabrics does not present the Shipping Protection Fee as an option (or disclose the amount of the fee) when consumers select their Products, when they add Products to their cart, or even when they start to check out and enter their contact information and delivery address. The pre-checked box appears only late in the checkout process: at the bottom of the checkout page, *after* the consumer has already selected their Products, begun checking out, typed in their delivery address, and selected their shipping method based on the price and speed of their desired shipping method.

39. Worse, Mood Fabrics never presents the Shipping Protection Fee as a line item in its checkout order summary. That summary lists "Subtotal," "Shipping," and "Estimated taxes," and then a "Total." Shipping protection appears nowhere in it. Instead, Mood Fabrics folds the fee into the "Subtotal" figure, so that a consumer reviewing their order sees only a "Subtotal" charge that silently combines Mood Fabrics' Products cost with the price of an add-on they never selected:

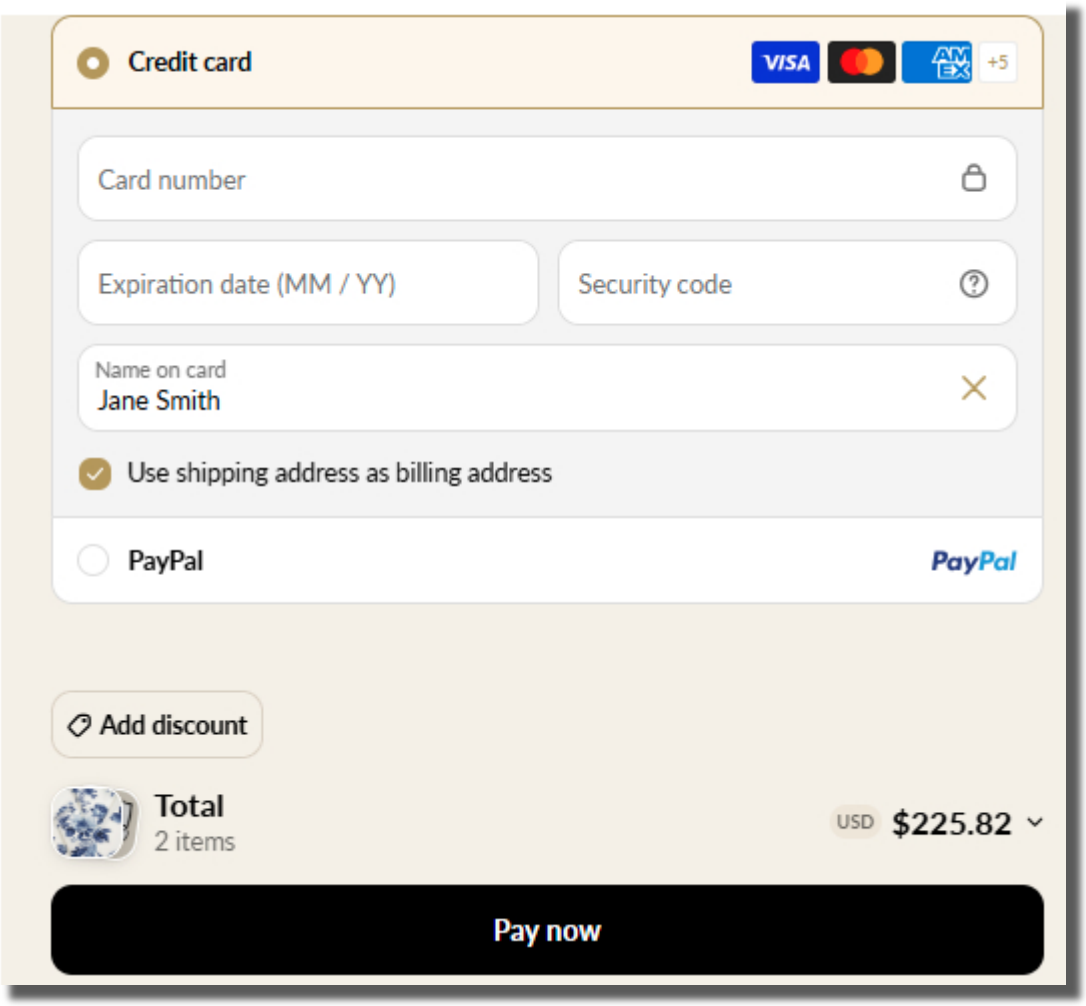


Captured May 8, 2026

40. Reasonable consumers understand line items like the subtotal, shipping, and taxes to be standard, mandatory components of an online order's total price for the items the consumer chose to purchase. A consumer reviewing Mood Fabrics' order summary would not expect that the "Subtotal" line is anything besides the items they affirmatively added to their cart—let alone that part of it is the price of an optional item Mood Fabrics added. And consumers would have already chosen to proceed to the checkout page that shows this summary by clicking on a "Checkout Now" option that displayed their subtotal without the Shipping Protection Fee.[9]

41. Even worse, many consumers on phones or smaller devices do not see any line items on the checkout page or a cart showing the individual items by default. They just see a "Total." A reasonable consumer reviewing the "Total" would not expect it to be anything besides the items they affirmatively added to the cart and necessary shipping fees and taxes.

[9] That Mood Fabrics increases the "items" number when it adds the Shipping Protection Fee does not help consumers notice the fee. A reasonable consumer would not be on the lookout for or notice that item number when they already chose the Products they wanted to purchase, saw a cart page that showed their items, and then clicked "Checkout Now" next to a subtotal that did not include the Shipping Protection Fee. And consumers can get to "Pay now" without having to go past or review their cart or the displayed "Subtotal" on the checkout page.



Captured October 8, 2026

42. Mood Fabrics' placement of the fee beneath its "Shipping Methods" header is especially misleading because Mood Fabrics tells its customers that shipping is free on orders over $150. When a consumer hits that amount, Mood Fabrics tells consumers "Congrats! You get Free Shipping!" And its cart page also shows "Free Shipping" at the top and the "Checkout Now" option with their subtotal shown next to it (e.g., "Checkout Now $155.00"). Then, the checkout page shows standard ground shipping as "FREE" underneath "Shipping Methods"—before the "Shipping Protection" charge. And the "Shipping" line shows "FREE" in the order summary, leaving "Estimated taxes" as the only other itemized charge besides the "Subtotal." A consumer who has received free shipping has especially no reason to expect that Mood

Fabrics has added a supposedly shipping-related charge to their order. But in reality, by spending more to get "Free Shipping," the consumer gets charged a higher Shipping Protection Fee because the fee increases with the size of the order. Mood Fabrics does not always provide free shipping—on some orders, including Plaintiff's, it charges a separate shipping fee—but where free shipping is advertised, the pre-selected Shipping Protection Fee is especially likely to escape notice.

43. Disclosing the fee this late in the process, at the same time as other legitimate mandatory charges such as taxes are added, is unfair. By the time the fee appears, consumers have already invested time and effort in the transaction. At that point, consumers are focused on completing the purchase, and are unlikely to scrutinize each line of the order summary for charges they never selected. Mood Fabrics' late, inconspicuous timing and placement of the pre-selected fee causes consumers to pay for Shipping Protection Fees that they otherwise would not have paid for.

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

44. Mood Fabrics does not just hide the Shipping Protection Fee from consumers—it also misleads the consumers who find it. The checkout page only tells consumers that they are getting "Shipping Protection" if the box is checked.

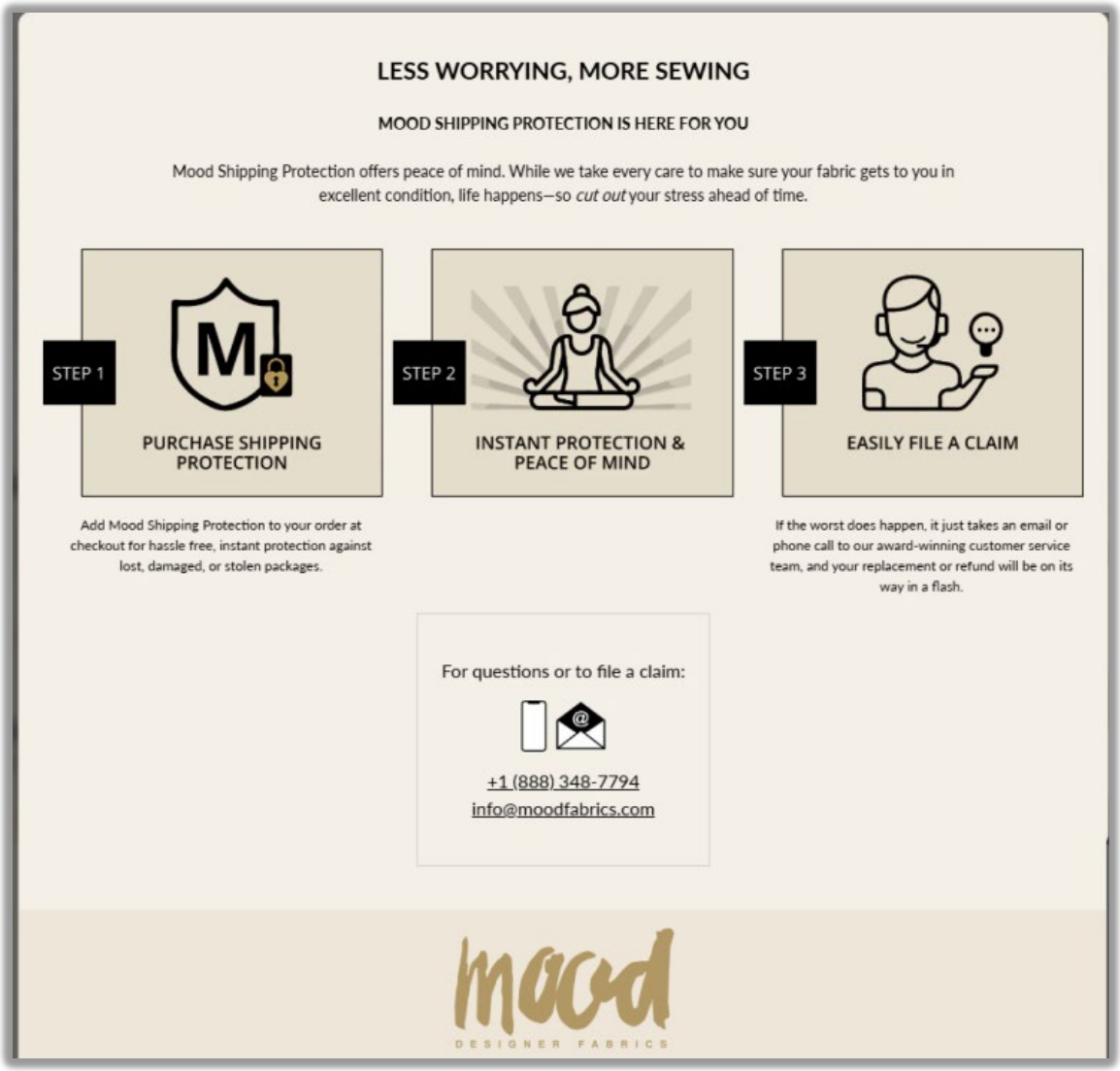
45. The message to a reasonable consumer is unmistakable: if they uncheck the Shipping Protection box, their shipment is not protected, so if their package is lost, damaged, or stolen in transit, the customer has no remedies.

46. That message is false. Mood Fabrics' Terms and Conditions describe the Shipping Protection Fee as an "extra layer of protection" "designed to safeguard your orders throughout the delivery process."[10] In other words, by Mood Fabrics' own description, the Shipping Protection Fee is at most an "extra layer" on top of protection consumers already have.

[10] https://www.moodfabrics.com/pages/terms-conditions.

47. The "ⓘ" icon that Mood Fabrics places beside the "Shipping Protection" box on its checkout page opens a pop-up that tells consumers that "Step 1" is to "Purchase Shipping Protection" and that "Step 2" is "Instant Protection & Peace of Mind."

48. And it tells consumers to "Add Mood Shipping Protection to your order at checkout for hassle free, instant protection against lost, damaged, or stolen packages."[11]



Captured May 8, 2026

[11] Mood Fabrics' Terms and Conditions repeat this message that the Shipping Protection Fee is "designed to safeguard your orders throughout the delivery process." https://www.moodfabrics.com/pages/terms-conditions.

49. The premise of the pitch—that consumers must pay a fee so that they "cut out [their] stress ahead of time" and to get "protection against lost, damaged, or stolen packages"—is false. In reality, Mood Fabrics' terms say that if a "package is lost" consumers can order a "replacement order" after a "waiting period of 12-14 business days."[12] So consumers already can get a replacement for Mood Fabrics Products lost in shipment from Mood Fabrics. Relatedly, Mood Fabrics tells consumers that "[i]f a product was damaged in transit, [it] will work with the carrier to try and rectify the problem."[13]

50. Moreover, the carriers used to ship the Products offer protection for packages lost, damaged, or stolen in transit. And federal law entitles consumers who pay by credit card to dispute, and have reversed, charges for goods that are never delivered or that they do not accept. *See* 15 U.S.C. § 1666. Many credit card issuers also offer purchase protection that reimburses cardholders for eligible purchases that are lost, stolen, or damaged—including after delivery to the customer's address.[14]

51. But consumers are not presented with, and Mood Fabrics omits, this information about protections from Mood Fabrics' own policies, carriers, credit card companies, and federal law when they go through the checkout process on Mood Fabrics' website. So reasonable consumers believe based on Mood Fabrics' representations of the Shipping Protection Fee that without it, their shipment is unprotected if it is lost, damaged, or stolen.

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[12] https://www.moodfabrics.com/pages/terms-conditions.

[13] https://www.moodfabrics.com/pages/faq.

[14] *E.g.,* https://www.americanexpress.com/en-us/credit-cards/credit-intel/purchase-protection; https://static.chasecdn.com/content/services/structured-document/document.en.pdf/card/benefits-center/product-benefits-guide-pdf/BGC11359_v2.pdf; https://creditcards.chase.com/cash-back-credit-cards/freedom/flex; https://asset.chase.com/content/services/structured-document/document.en.pdf/card/benefits-center/product-benefits-guide-pdf/BGC11542.pdf.

52. The result is that consumers who pay Mood Fabrics' 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, Mood Fabrics induces its customers to pay Shipping Protection Fees through manipulation and deception, not through its customers' informed choice. That shipping protection then benefits Mood Fabrics. And since the Shipping Protection Fee is not refundable, consumers can never get the fee back.

E. Mood Fabrics charged Plaintiff a Shipping Protection Fee that she never chose.

53. Plaintiff Lauren Rosenberg purchased Products from Mood Fabrics, and Mood Fabrics charged her a Shipping Protection Fee that Mood Fabrics had added to her order without asking.

54. On September 15, 2025, Ms. Rosenberg purchased one "Cannoli Cream and Translucent Beige 2-Hole Flower Shaped Button" ($3.94) and one "Berry Stripes Smooth Top 4-Hole Plastic Button" ($6.94) from Mood Fabrics' website, for a total price of $10.88 for the two Products. Ms. Rosenberg made that purchase using a Visa credit card.

55. As part of that order, Mood Fabrics charged Ms. Rosenberg a $0.98 Shipping Protection Fee. Her order confirmation includes a Shipping Protection Fee of $0.98. It lists a "Shipping & Handling" charge of $6.99 and "Tax" of $1.01. Ms. Rosenberg did not choose to add this Shipping Protection Fee to her order; Mood Fabrics did.

56. Ms. Rosenberg did not notice that Mood Fabrics had added a Shipping Protection Fee to her order at the time she made her purchase. She did not know that the charge existed, did not know that it was optional, and did not know that it could be removed. She never chose to purchase shipping protection; Mood Fabrics added it to her order for her. If Mood Fabrics had presented the shipping protection option

clearly—without adding it to her order for her, and pre-checking the box for her—Ms. Rosenberg would not have chosen to purchase it.

57. Nor could Ms. Rosenberg have gotten a refund for the fee if she had noticed it after her purchase. Mood Fabrics' terms exempt the Shipping Protection Fee from any refunds.[15]

58. Because Ms. Rosenberg did not know that the charge existed, was optional, or could be removed, she never knowingly agreed to pay it. Her payment was made without full knowledge of the facts.

59. Ms. Rosenberg was injured by Mood Fabrics' conduct. She lost money: she never chose the $0.98 fee that Mood Fabrics charged her for shipping protection and did not want it. Mood Fabrics, for its part, was unjustly enriched: it retained the money Ms. Rosenberg paid for shipping protection; and it collected from her, in the name of shipping protection, payment for protections that Ms. Rosenberg already largely had through Mood Fabrics' policies, the shipping carriers, credit card companies, and federal law.

60. Ms. Rosenberg would like to purchase from Mood Fabrics' website again in the future. But she cannot rely on Mood Fabrics' checkout process or advertised prices—like the "Checkout Now" price, to which Mood Fabrics then adds an unexpected Shipping Protection Fee. Mood Fabrics 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 Mood Fabrics continues to be able to charge Shipping Protection Fees that consumers never chose, Ms. Rosenberg has no way of knowing whether, when, where, or in what form Mood Fabrics will add a paid add-on to her next order. Indeed, Mood Fabrics has already demonstrated that control: Mood Fabrics recently changed its checkout so that the shipping protection option is presented on an opt-in basis. A defendant that can flip

[15] https://www.moodfabrics.com/pages/terms-conditions.

its checkout design at will can flip it back. Mood Fabrics' voluntary, unilateral, and easily reversible design change does not eliminate the risk that Ms. Rosenberg will again be charged a pre-selected fee she did not choose—and a defendant's voluntary cessation of challenged conduct does not moot the need for injunctive relief.

V. Class Action Allegations.

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

62. 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

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

64. Class Members can be identified through Defendant's sales records and public notice. Because Mood Fabrics added the Shipping Protection Fee to consumers' orders by default and collected it as part of the consumers' orders, 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

65. 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 charging unlawful Shipping Protection Fees.

Typicality & Adequacy

66. Plaintiff's claims are typical of the proposed Class. Like the proposed Class, Plaintiff paid a Shipping Protection Fee, automatically selected and pre-checked by Mood Fabrics, when purchasing Mood Fabrics Products. There are no conflicts of interest between Plaintiff and the Class.

Superiority

67. 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)

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

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

70. 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.

71. Defendant obtained that benefit through the unfair and deceptive practices alleged above. Defendant added the Shipping Protection Fees to consumers' orders without their knowledge or affirmative consent; required consumers to notice, find, and uncheck a box to remove shipping protection in order to avoid the charge; represented that consumers who declined the charge would be unprotected if their shipments were lost, damaged, or stolen; disguised the charge within the consumer's subtotal rather than as a separate line item in their bill, like shipping and taxes; pre-selected the fee rather than offering it as an unselected optional add-on; 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.

72. 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.

73. Plaintiff and Class Members accordingly seek restitution and disgorgement of the Shipping Protection Fees that Defendant collected, plus interest. Plaintiff and Class Members also seek restitution and disgorgement of the value of the shipping protection that they paid for and that Defendant benefitted from. Plaintiff pleads this

claim in the alternative to her other claims, and, as alleged above, she and the Class lack an adequate remedy at law.

Second Cause of Action:

Violation of California's Unfair Competition Law

(By Plaintiff and the California Subclass)

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

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

76. The UCL prohibits any "unfair … business act or practice." Bus. & Prof. Code § 17200. The UCL's "unfair" prong is "intentionally broad, thus allowing courts maximum discretion to prohibit new schemes to defraud." *State Farm Fire & Cas. Co. v. Superior Court*, 45 Cal. App. 4th 1093, 1103 (1996).

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

The Unlawful Prong

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

79. Defendant's unlawful Shipping Protection Fees violate Section 5 of the FTC Act's prohibition on "unfair or deceptive acts or practices in or affecting commerce" because they employ the very dark patterns the FTC has condemned. 15 U.S.C. § 45(a)(1). The FTC has explained that "sneaking" additional products and charges into consumers' online orders without their affirmative consent is an unfair and deceptive practice, including, for example, presenting "[a] checkbox . . . which if left un-checked is interpreted as acceptance."[16] And the FTC stated that "a 'pre-checked box'

[16] FTC, *Bringing Dark Patterns to Light*, *see* above note 1, at p. 25.

does not constitute affirmative consent." By pre-checking the shipping protection option, disclosing the fee only late in the checkout process, and positioning it in the order summary among mandatory charges, Mood Fabrics charges consumers for an optional add-on to which they never affirmatively agree—precisely the conduct that the FTC's guidance on negative-option marketing and dark patterns prohibits.

80. Defendant's Shipping Protection Fees are independently unlawful because they violate the Restore Online Shoppers' Confidence Act, 15 U.S.C. § 8403. Mood Fabrics 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). 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). Defendant does not clearly and conspicuously disclose the Shipping Protection Fee. It discloses it late in the checkout process without providing any material terms of the agreement on the checkout page. A reasonable consumer in Defendant's checkout would be confused about whether the Shipping Protection Fee is optional at all and whether unselecting the charge would mean their shipment is unprotected. So any assent to the total price Defendant displays is not express informed consent to that fee.[17]

81. 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 are incorporated here. Each of these violations independently renders Mood Fabrics' conduct "unlawful" within the meaning of the UCL.

[17] *See* above note 8.

The Unfair Prong

82. 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 "Shipping Protection" box, understand it, and affirmatively uncheck it.

83. Mood Fabrics' practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. Mood Fabrics' pre-checked default Shipping Protection Fee exploits consumers' inattention and their reasonable expectation that a retailer will not add paid products to their orders without asking. Mood Fabrics then compounds the manipulation by disclosing the pre-selected fee only late in the checkout process and by not including the fee as a separate line item, like it does for taxes and shipping, so that it blends in with mandatory charges and the items consumers chose to purchase. As the FTC has explained, sneaking charges into consumers' orders is a dark pattern, and "[a] 'pre-checked box' does not constitute affirmative consent." And Mood Fabrics extracts fees even from the minority of consumers who notice the pre-checked box, by falsely implying that without the fee their shipments are unprotected.

84. Mood Fabrics' practice is unfair because the harm to the consumer greatly outweighs the public utility of its conduct. The consumer injury is substantial: Mood Fabrics' Shipping Protection Fees inflict a small harm on a large number of consumers, extracting a dollar or so from each of the many consumers who complete purchases through Mood Fabrics' 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, disclosed late in the process, and positioned to escape notice

among mandatory charges, so consumers either never see it or reasonably believe it is required. Plus, any consumers who notice the choice reasonably believe their package will be unprotected if they decline.

85. Mood Fabrics' 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.

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

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

88. Plaintiff and Subclass Members are also entitled to injunctive relief. The balance of equities favors the entry of permanent injunctive relief against Defendant. Plaintiff, Subclass Members, and the general public will be irreparably harmed absent the entry of permanent injunctive relief. No award of damages can remedy Mood Fabrics' ongoing practice or protect consumers (including Subclass Members who wish to continue to shop on Mood Fabrics' website in the future) from being charged pre-selected fees. Mood Fabrics charged pre-selected Shipping Protection Fees through at least May 2026. As alleged above, Mood Fabrics' recent, voluntary, and easily reversible checkout change does not eliminate the need for an injunction or moot injunctive relief.

The Deceptive Prong

89. 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.

90. Mood Fabrics' checkout is likely to deceive reasonable consumers in multiple ways. First, by adding shipping protection to consumers' orders by default, pre-checking the shipping protection option, presenting the fee as an already-selected component of the consumer's order, and folding it into the "Subtotal" line of the order summary, Mood Fabrics conveys to reasonable consumers that they chose to purchase shipping protection, or that it is a mandatory part of their purchase—when in fact it is an optional add-on that consumers never selected.

91. Second, Mood Fabrics' description of the shipping protection option (calling it "Shipping Protection" and saying that "Mood Shipping Protection offers peace of mind" and "instant protection against lost, damaged, or stolen packages") falsely communicates that consumers' shipments are otherwise unprotected, and that consumers are unprotected if their products are lost, damaged, or stolen unless they pay the fee. As alleged above, that is false: Mood Fabrics and the carrier offer protection for shipments, and 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.

92. Mood Fabrics' deceptive presentation of the fee is material, because a reasonable consumer deciding whether to pay for shipping protection would consider it 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 protections if the order never arrives, and (3) the actual value (or lack thereof) that shipping protection provides.

93. Plaintiff and Subclass Members lost money as a result of Mood Fabrics' deceptive practice: they paid Shipping Protection Fees that they did not choose and

would not have paid absent Mood Fabrics' deceptive checkout design. They are entitled to restitution of those fees under Business and Professions Code section 17203, and to injunctive relief prohibiting Mood Fabrics' further violations of the UCL. As alleged above, Plaintiff and Subclass Members lack an adequate remedy at law.

Third Cause of Action:

Violation of California's Consumers Legal Remedies Act

(By Plaintiff and the California Subclass)

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

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

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

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

98. 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.

99. As alleged more fully above, Mood Fabrics' practice of pre-selecting the Shipping Protection Fee, and presenting it as an already-selected component of the consumer's order, positioned alongside mandatory charges, violates the CLRA, including the following provisions:

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

101. Defendant violated, and continues to violate, section 1770(a)(5) of the California Civil Code by representing that consumers' orders consist of the products they selected, when Mood Fabrics has added to those orders a paid product (shipping protection) that consumers did not select. Defendant also violated this subsection by representing that shipping protection is needed to protect consumers against the risk of lost, damaged, or stolen packages, when in fact—as alleged above—the seller, carrier, federal law, and credit card companies offer protections that the consumer receives without paying the Shipping Protection Fee.

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

103. 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 which it does not have or involve, or which are prohibited by law." Cal. Civ. Code § 1770(a)(14). By telling consumers to add shipping protection for "instant protection against lost, damaged, or stolen packages," Mood Fabrics represents that consumers' shipments are unprotected—and that consumers are unprotected from lost, stolen, or damaged shipments—unless they pay a Shipping Protection Fee. That representation is false. As alleged above, consumers already receive protections if their products are damaged or lost in transit: Mood Fabrics says it will replace lost orders and work with the carrier on damaged ones, carriers are responsible for packages they lose or damage, and 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. Mood Fabrics thus misrepresented the rights, remedies, and obligations that Subclass Members' transactions involved.

104. 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.

105. Defendant's misrepresentations were intended to induce reliance, and Plaintiff relied on them. Specifically, Plaintiff relied on Mood Fabrics' presentation of her orders: she reasonably understood the order she was placing to consist of the Products she had selected, and she reasonably understood the single "Subtotal" charge Mood Fabrics displayed to her to be a charge for the Products she chose, and that the "Total" was the charge for the Products she chose plus shipping and taxes. Had Mood Fabrics instead disclosed that it had added an optional paid item to her order, and clearly presented that item as the separate, optional charge that it is, Plaintiff would not have paid for it.

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

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

108. Plaintiff and the Subclass were injured as a direct and proximate result of Defendant's conduct because they would not have purchased shipping protection if Defendant had not added it to their orders by default, but instead had presented the option clearly and asked them whether they wanted to buy it. And Subclass Members who noticed the choice while checking out would not have paid the fee if Defendant had not falsely represented that shipping protection was necessary to protect their packages against the risk of loss, damage, or theft and that they would have no remedies if they declined.

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

110. CLRA § 1782 NOTICE. On October 26, 2026, a CLRA demand letter was sent to Defendant's registered agent and headquarters via certified mail on behalf of Plaintiff, that provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. Because 30 days have not passed since Plaintiff's letter was sent, out of an abundance of caution, Plaintiff seeks only injunctive relief, and does not seek damages, on her CLRA claim. If Defendant does not fully correct the problem for Plaintiff and for each member of the Subclass within 30 days of receipt of her letter, however, Plaintiff will seek all monetary relief allowed under the CLRA.

111. A CLRA venue declaration is attached.

Fourth Cause of Action:

Violation of California's False Advertising Law

(By Plaintiff and the California Subclass)

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

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

114. In connection with the sale of the Mood Fabrics Products, Mood Fabrics disseminates advertising and representations concerning its Shipping Protection Fee that are misleading and likely to deceive reasonable consumers. By pre-checking the "Shipping Protection" box, presenting the fee as an already-selected component of the consumer's order, and positioning the charge within the "Subtotal," Mood Fabrics conveys to reasonable consumers that consumers chose to purchase the Shipping Protection Fee, or that it is a mandatory part of their purchase, when in fact the fee is an optional add-on that consumers never selected.

115. Mood Fabrics' presentation of the shipping protection option ("Mood Shipping Protection offers peace of mind," "Cut out your stress ahead of time," and "instant protection against lost, damaged, or stolen packages") is also misleading in another way: it falsely implies that consumers' shipments are otherwise unprotected—when, as alleged above, consumers already receive protection if their products are lost, damaged, or stolen. A consumer who sees a pre-checked box next to "Shipping Protection" would reasonably believe that unchecking the box means their package is unprotected. Consumers who noticed the fee and paid it after reading that message therefore did so under false pretenses.

116. Mood Fabrics knew, or in the exercise of reasonable care should have known, that these representations were misleading. Mood Fabrics designed its checkout process, chose to add the fee by default, chose to require consumers to notice and uncheck shipping protection to avoid it, chose the language representing to consumers that they would not have protections for their purchase if they unchecked the box, and chose where, when, and how to display (and not display) the amount of the Shipping Protection Fee.

117. Plaintiff and Subclass Members relied on Mood Fabrics' 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 Mood Fabrics' misleading checkout design.

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

VII. Relief.

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

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed Class;

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

Demand For Jury Trial

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

Dated: November 6, 2026

Respectfully submitted,

By: */s/ Stephen Ferruolo*

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