How Cos. Can Fight Consumers' Tariff Refund Class Actions

By **Michael Buchanan, Julie Simeone and James Mayer** (September 14, 2026)

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On Feb. 20, the U.S. Supreme Court held in Learning Resources Inc. v. Trump that the International Emergency Economic Powers Act, or IEEPA, does not authorize the president to impose tariffs. The decision immediately invalidated an estimated $165 billion or more in customs duties collected on imports over the preceding year.

In its wake, a wave of consumer class actions has emerged against retailers, brands, manufacturers and logistics companies, alleging that those businesses unjustly profited by passing unlawful tariff costs to consumers, while simultaneously pursuing, or being eligible for, government refunds of those same tariffs.

In June, the federal government appealed the U.S. Court of International Trade's March 4 order requiring refunds on all duties paid under the IEEPA.[1] Some companies have announced that they will pass refunds along to customers, adding another layer of complexity to tariff refund litigation.[2]

This article examines the background of the tariffs and the Supreme Court's decision, discusses the resulting class actions and the theories on which those cases rest, and analyzes the defenses being raised in response.

The 2025 Tariffs and Learning Resources v. Trump

In early 2025, President Donald Trump invoked the IEEPA to impose sweeping tariffs on imported goods, including "drug-trafficking" tariffs on goods from Canada, Mexico and China, and broader "reciprocal" tariffs on imports from nearly all U.S. trading partners.

These tariffs ranged from 10% to as high as 145% on certain Chinese goods, and were modified repeatedly over the following months.[3] The tariffs touched virtually every category of consumer goods, and resulted in the collection of an estimated $165 billion or more in customs duties.[4]

In February, the Supreme Court issued its Learning Resources decision, holding that the IEEPA does not authorize the president to impose tariffs.

Writing for the majority, Chief Justice John Roberts grounded the decision in the constitutional structure of the taxing power, holding that the tariff power is part of Congress' Article I taxing power and that the IEEPA's text contains no reference to tariffs, duties or any form of taxation.

Applying an analysis that echoed the major questions doctrine, the court concluded that the IEEPA's grant of authority to regulate importation does not clearly authorize taxation, and that a power of such extraordinary economic and political significance would not be found in so oblique a delegation.[5]

The practical consequences were immediate. On Feb. 22, U.S. Customs and Border Protection announced it would halt IEEPA tariff collection effective Feb. 24, and on April 20, CBP launched the Consolidated Administration and Processing of Entries portal to process refund claims.[6]

By mid-2026, well over 100,000 refund applications had been filed, representing tens of billions of dollars in anticipated payouts.[7] Notably, only importers of record — the businesses that actually paid the duties to CBP — are eligible for government refunds through the claims portal.

The Consumer Class Actions: Scope, Theories and Claims

In the months following the Learning Resources decision, consumers have filed a wave of putative class actions against companies across virtually every sector of the economy. More than 80 suits have been brought in over 20 federal districts and 20 states, targeting shipping and logistics companies, retailers, manufacturers, and automobile companies.

Plaintiffs have brought these cases even where there is no evidence that the defendant in fact raised prices to account for tariffs. The volume and breadth of filings signal significant potential exposure for any business that imported goods subject to the IEEPA tariffs and either passed those costs to consumers or is eligible for a government refund.

The causes of action asserted fall into a handful of recurring categories.

Equitable and Quasi-Contract Claims

These are the most common. Virtually every complaint asserts unjust enrichment and money had and received, on the theory that a company cannot both collect tariff-inflated prices and retain a government refund for the same tariffs without producing a windfall at consumers' expense.[8]

Contract-Based Claims

These claims, including breach of contract and breach of the implied covenant of good faith and fair dealing, arise mainly where plaintiffs allege that itemized surcharges were unauthorized under shipping contracts or terms of service.[9]

Statutory Consumer Protection Claims

Many complaints also assert consumer protection claims under state unfair and deceptive acts and practices statutes. These complaints alleging that defendants charged consumers tariff-inflated prices while failing to disclose that they were pursuing, or were eligible for, refunds of those same tariffs.[10]

Declaratory Relief

Several complaints seek declaratory relief, with some explicitly asking the court to declare that a company's pursuit or receipt of a government refund is not a condition precedent or prerequisite to a consumer's right to recover.[11]

Defenses Available to Companies Facing Consumers' Tariff Refund Claims

Depending on the claims asserted, defendants often have a substantial and multifaceted set of defenses to deploy on a motion to dismiss, and in challenging class allegations.

Article III Standing and the Benefit of the Bargain

Nearly all complaints asserting claims arising out of Learning Resources suffer from the same defect: Plaintiffs lack Article III standing because they suffered no concrete, particularized injury-in-fact.

Indeed, they received exactly the merchandise they paid for, at an accurately disclosed price, in a voluntary transaction, and so suffered no legally cognizable injury.

Ripeness

Even were plaintiffs able to allege an injury, many such claims would not be ripe, and therefore are not justiciable. For example, claims premised on a defendant's alleged double recovery are contingent on the defendant obtaining a tariff refund and then failing to share it with consumers.

Such claims may not be ripe, because many refunds have not yet been received, the amounts and timing remain uncertain, and companies have not yet decided how they would allocate any refund proceeds.

Moreover, a defendant's potential alleged double recovery is still in flux, given the federal government's appeal of the U.S. Court of International Trade's order requiring it to pay refunds on all duties paid under the IEEPA.

No Deception

Many claims arising under state law consumer protection statutes are defective because plaintiffs fail to allege actionable misrepresentation or omission. Retailers have no legal obligation to disclose the embedded cost components of a shelf price.

Moreover, characterizing predecision statements as fraudulent in light of Learning Resources is impermissible fraud by hindsight, and many complaints fail to meet Rule 9(b)'s heightened pleading standard.

For the same reasons, in states where a plaintiff must prove reliance to bring a successful claim under the consumer protection statute, establishing that the plaintiff was aware of and relied on any alleged misrepresentation or omission may be challenging.

To establish these claims — absent proof of an explicit promise by defendant to repay price increases if the tariffs were later struck down, and absent contemporaneous evidence of reliance by the consumer — plaintiffs will face an uphill battle.[12]

Unjust Enrichment Barred by Express Contract

Quasi-contractual remedies, including unjust enrichment and money had and received, are generally unavailable where an enforceable express contract — here, the retail sale itself — governs the same subject matter.

This is a principle well established across jurisdictions, particularly where the plaintiff received the benefit of the bargain and no money was unjustly retained.

No Causation

Establishing a causal link between the invalidated tariffs and any specific price increase faced by a specific consumer presents extraordinary difficulties to plaintiffs, given the many other factors, such as rising and falling gas prices, that influence retail pricing.

In addition to providing grounds for dismissal in most cases, causation is also likely to give rise to individualized questions that predominate over classwide questions at the class certification stage.

Contractual and Procedural Defenses

Many companies maintain mandatory arbitration clauses and class action waivers in their online terms of service and customer agreements that may bar or substantially limit consumer claims.

Class Certification Defects

Even if individual claims survive a motion to dismiss, defendants have strong arguments to contest class certification, including that individualized, transaction-by-transaction proof defeats the predominance and commonality requirements, and that individualized identification of tariff-related overcharges for specific line items on a receipt pose an obstacle to the ascertainability requirement.

Conclusion

While the tariff-refund consumer class action wave represents a novel and rapidly developing area of litigation, the defenses available to companies are formidable.

Defendants facing such a claim should investigate whether they actually increased prices in response to the tariffs; whether they have applied for, received or are eligible for an IEEPA-related refund; whether the company has made any public statements regarding the tariffs and pricing; whether receipts or invoices reflect any tariff-specific pricing; and whether customers might be bound by contractual terms that require arbitration or prohibit classwide litigation.

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[1] Dylan Moroses, Feds Appeal Trade Court's Emergency Tariff Refund Order, Law360 (June 4, 2026), https://www.law360.com/articles/2485684.

[2] Mae Anderson, A Surprise Credit After an Overseas Purchase, Associated Press (Aug. 14, 2026), https://apnews.com/article/tariff-refund-shipping-retail-d4162f466eb83aa97e430a86221ad226.

[3] Exec. Order No. 14193, 90 Fed. Reg. 8,617 (Feb. 1, 2025); Exec. Order No. 14194, 90 Fed. Reg. 8,621 (Feb. 1, 2025); Exec. Order No. 14195, 90 Fed. Reg. 8,625 (Feb. 1, 2025); Exec. Order No. 14257, 90 Fed. Reg. 15,041 (April 2, 2025). See also Learning Res. Inc. v. Trump, 607 U.S. 229, 237-38 (2026) (describing the executive orders and tariff modifications).

[4] Tracking the Economic Effects of Tariffs, Yale Budget Lab (April 1, 2026), https://budgetlab.yale.edu/research/tracking-economic-effects-tariffs.

[5] Learning Res. Inc., 607 U.S. at 240-46.

[6] U.S. Customs & Border Patrol, Cargo Systems Messaging Service #67834313, issued Feb. 22, 2026.

[7] Tracking the Economic Effects of Tariffs, Yale Budget Lab (April 1, 2026), https://budgetlab.yale.edu/research/tracking-economic-effects-tariffs.

[8] See, e.g., Anthony v. Dollar Gen. Corp., Compl. ¶¶ 66-78, 2:26-cv-4675, Dkt. #1 (C.D. Cal. April 20, 2026) ("Anthony Compl.") (unjust enrichment and money had and received); Stockov v. Costco Wholesale Corp., Compl. ¶¶ 115-29, 1:26-cv-2734, Dkt. #1 (N.D. Ill. March 11, 2026) ("Stockov Compl.") (unjust enrichment as quasi-contract).

[9] Semrau v. United Parcel Serv. Inc., Compl. ¶¶ 45-62, 1:26-cv-2761, Dkt. #1 (D. Kan. May 15, 2026) ("Semrau Compl.").

[10] See, e.g., Anthony Compl. ¶¶ 36-65 (California UCL); Stockov, Compl. ¶¶ 42-114 (Illinois ICFA and nine other state consumer-protection statutes); Rosen v. Amazon.com Inc., Compl. ¶¶ 75-86, 2:26-cv-1823, Dkt. #1 (W.D. Wash. May 28, 2026) ("Rosen Compl.") (Washington CPA); Semrau Compl. ¶¶ 50-58 (Kansas CPA).

[11] See, e.g., Grazioli v. Five Below Inc., Compl. ¶¶ 72-82, 2:26-cv-4322, Dkt. #1 (June 23, 2026, E.D. Pa.).

[12] Relatedly, in jurisdictions that recognize it — Illinois being a prominent example — a person who voluntarily pays another with full knowledge of the facts is not entitled to restitution absent fraud or mistake. See, e.g., Randazzo v. Harris Bank Palatine, 262 F.3d 663, 667-68 (7th Cir. 2001).