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*Attorneys for Plaintiff and
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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANA CHERNOV, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BLACKSTONE, INC., a Delaware
corporation, A PLACE FOR
ROVER, INC., a Delaware corporation,
ROVER GROUP, INC., a Delaware
corporation, dba ROVER/ROVER.COM,
and DOES 1-50, inclusive,

Defendants.

Case No.: **'25CV0923 BEN MSB**

CLASS ACTION COMPLAINT

[DEMAND FOR JURY TRIAL]

1 Plaintiff Ana Chernov (“Plaintiff”), brings this action, on behalf of herself
 2 and all others similarly situated, against Blackstone, Inc., A Place for Rover, Inc.,
 3 and Rover Group, Inc. dba “Rover” or “Rover.com” (collectively, “Defendants” or
 4 “Rover”) and states:

5 I. NATURE OF ACTION

6 1. Defendant Rover operates an online marketplace for people to sell and
 7 purchase pet care services, including but not limited to, dog boarding, dog walking,
 8 and other services for both dogs and cats.

9 2. Plaintiff, individually and on behalf of all others similarly situated,
 10 brings this class action complaint against Defendants for violations of California
 11 Consumer Laws. Specifically, Defendants violate the California Consumer Legal
 12 Remedies Act (“CLRA”), Cal. Civ. Code § 1750 *et seq.*, arising from Defendants’
 13 failure to disclose all fees, costs, and/or expenses upfront, as required under Cal.
 14 Civil Code § 1770(a)(29).

15 3. The CLRA requires businesses to include all mandatory fees or
 16 charges upfront in an advertisement or listing for goods and services. Cal. Civ. Code
 17 § 1770(a)(29). The purpose of this law is intended to prevent deceptive advertising
 18 and promote truthful price advertising to allow consumers to make accurate price
 19 comparisons and to help businesses compete fairly on price.¹

20 4. At all relevant times, Defendants have continually advertised the price
 21 of each service without including all of Rover’s mandatory fees. Instead,
 22 Defendants deceptively list the service price as the “total price,” when in reality,
 23 that “total price” does not include Rover’s mandatory booking fee, which is **11%** of
 24 the service(s) selected. Consumers are not given their actual total price until they
 25 go to checkout and pay for their services, which is when they learn their total price
 26 for the first time.

27
 28 ¹ <https://oag.ca.gov/hiddenfees>

6. Plaintiff seeks injunctive and declaratory relief, damages, restitution, attorney fees, and costs as provided under Cal. Civ. Code § 1782(c) and Cal. Bus. & Prof. Code §17200, *et seq.*

7. Plaintiff is, and at all times relevant was, a resident of the City of Escondido in the State of California.

9. Defendant A Place for Rover, Inc., is a corporation organized and existing under the laws of the State of Delaware and is authorized to do business in the State of California, with its principal place of business in Olympia, Washington.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-50, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff is informed and believes, and upon such information and belief alleges, that each of the Doe defendants is in some manner legally responsible for the damages suffered by Plaintiff and the proposed Class members as alleged herein. Plaintiff will amend this Complaint to set forth the true names

1 and capacities of these defendants when they have been ascertained, along with
2 appropriate charging allegations, as may be necessary.

3 **III. JURISDICTION AND VENUE**

4 12. This Court has original jurisdiction over the subject matter of this
5 action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The
6 matter in controversy, exclusive of interests and costs, exceeds the sum or value of
7 \$5,000,000, and Plaintiff, and at least some members of the proposed Class (defined
8 below) have different state citizenship from Defendants.

9 13. The Southern District of California has personal jurisdiction over
10 Defendants because Defendants are corporations which conduct business in the
11 State of California. Defendants conduct sufficient business with sufficient
12 minimum contacts in California, and/or otherwise intentionally avail themselves of
13 the California market through the operation of Rover.com within the State of
14 California.

15 14. Venue is proper under 28 U.S.C. § 1391(b)(2) because Defendants
16 transact substantial business in this District, and a substantial part of the events
17 giving rise to Plaintiff's claims occurred in this District.

18 **IV. GENERAL ALLEGATIONS**

19 **The hidden fees imposed by Defendants are deceptive and unlawful.**

20 15. According to data from Consumer Reports in 2018, "at least 85% of
21 Americans have experienced a hidden or unexpected fee for a service, and more
22 than two-thirds of those surveyed in 2023 said they were paying more now in
23 surprise charges than they did five years earlier."²

24 16. On July 1, 2024, a new provision of the CLRA, codified at Cal. Civ.
25 Code § 1770(a)(29), went into effect. This provision mandates that businesses
26 advertising, displaying, or offering prices for goods or services must include all
27

28 ²<https://www.oag.ca.gov/news/press-releases/landmark-price-transparency-law-set-go-effect-july-1-attorney-general-bonta>

1 mandatory fees and charges upfront, with limited exceptions for government-
2 imposed taxes and shipping costs.

3 17. The legislative intent behind this provision was to address the
4 widespread practice of “drip pricing,” where businesses advertise an initial price
5 but later add mandatory fees during the transaction process. This practice was found
6 to mislead consumers and prevent them from making informed purchasing
7 decisions.

8 18. This new law, often referred to as the “Honest Pricing Law,” aims to
9 promote transparency in pricing and protect consumers from deceptive and unfair
10 business practices. It ensures that consumers are presented with the true cost of
11 goods or services at the outset, enabling them to compare prices and make informed
12 choices.

13 19. Per Rover’s website, fees and rates are different in California than they
14 are in other states.³ In California, Rover charges two different types of fees:
15 marketplace fees and booking fees. Rover’s marketplace fees are included in the list
16 price. The marketplace fee is 25%—rounded to the nearest dollar—of the rate pet
17 care providers set for each service, which is equivalent to 20% of the list price. For
18 example, if a pet care provider sets their rate at \$20 per service, the marketplace fee
19 would be \$5, and thus the listing price would be \$25. Put simply, the marketplace
20 fees are *already included* in the listing price. Defendants’ booking fee, however, is
21 not included in the listing price. Rather, the 11% booking fee (not to exceed \$50) is
22 added to the listing price during checkout when consumers pay for the booking.

23 20. Upon visiting Rover’s website at <http://rover.com> (or Rover’s mobile
24 application), consumers are prompted to select a service. Consumers can enter their
25 zip code to narrow their search to nearby local listings. Once this information is
26 entered, consumers are able to view those listings, and each listing includes the
27

28 ³ <https://support.rover.com/hc/en-us/articles/12439190554132-Fees-and-rates-in-California>

1 “total” price for each service. The pet care providers set their own rates for their
2 services. Defendants then collect a portion of the listing price (i.e., marketplace fees
3 that are already included in the listing price) and collect additional fees (i.e.,
4 booking fees) at checkout.

5 21. Defendants have advertised, and continue to advertise, the services
6 offered without disclosing all mandatory fees and charges upfront, including but not
7 limited to “drip” fees (i.e., Rover’s booking fees) that are added later in the
8 transaction process.

9 22. Defendants’ failure to disclose all mandatory fees and charges upfront,
10 as required by Cal. Civ. Code § 1770(a)(29), constitutes a violation of the CLRA.
11 Despite the law’s clear requirements, Rover continues to engage in deceptive
12 practices by advertising services that do not include all mandatory fees (i.e., Rover’s
13 booking fees), thereby misleading consumers and violating consumers’ rights under
14 the CLRA.

15 23. Plaintiff and the proposed Class has been harmed by Defendants’ non-
16 compliance with the CLRA, as they were subjected to undisclosed fees that were
17 added after the initial service price was advertised and presented on Defendants’
18 website and application. This practice deprived Plaintiff and the proposed Class of
19 the ability to make informed purchasing decisions and resulted in financial harm,
20 as they were misled as to the actual price for the services advertised initially.

21 **Plaintiff was deceived in purchasing pet care service from Defendants.**

22 24. Plaintiff purchased boarding services for her dog from Defendants’
23 Rover application, following the enactment of the CLRA drip pricing statute.

24 25. She purchased one boarding service, priced at a standard rate of \$75
25 per night. Plaintiff’s “total” price *as advertised* was \$75. But because of Rover’s
26 11% booking fee, Plaintiff was charged an additional \$8.25 at checkout, and thus
27 Plaintiff’s actual total was \$83.25.
28



Search Sitters List More Services Invite a Friend

Ana (0)



Congrats, your stay is booked!

Do we have the most up-to-date info about Winston?

Your pet's safety info

Make sure all the information for Winston is up-to-date for your sitter



Veterinary Info

COMPLETE

Veterinary Specialty Hospital – North County 2055
Montiel Rd UNIT 104, San Marcos, CA 92069 (760) 466-
0600

[Update veterinary info](#)



Emergency contact info

COMPLETE

Mark Beebe [Update emergency contact info](#)



Care instructions

COMPLETE

We feed Winston twice a day – Breakfast: 3/4 scoop dry
food Dinner: 1 jar of raw food Other: Bully stick in the
evening (take it away before bed) Winston loves to play at
home, but he's not the biggest fan of walks. Don't feel
obligated to take him out on a walk unless it's something
you enjoy. Winston is terrified of children and large dogs,
so unfortunately we avoid situations where they are
present. We do not take Winston to dog parks and we do



Elena D.
Carmel Valley, San Diego, CA

Stay Details

Boarding

In their home

Jan 25, 2025 – Jan 26, 2025

Starts 10:00 AM – 10:00 AM

Ends 10:00 AM – 10:00 AM

With Winston

Charges & Services

Winston \$75.00
Standard Rate
1 night @ \$75.00 / night

Add-Ons & Adjustments

Rover Service Fee ① \$8.25
1 @ \$8.25
Sales Tax \$0.00
1 @ \$0.00

Total: \$83.25

You have paid for this stay.

26. When Plaintiff was browsing pet care services for her dog, the price that was advertised on Rover was “\$75 total per night.” Plaintiff was subjected to undisclosed fees that were not included in this initially advertised price. She was misled by a falsely advertised price only to find out later when she went to finalize the transaction that she had to pay an extra \$8.25 in fees. At no point prior to checkout was the \$8.25 booking fee included in the price that was advertised to Plaintiff, which was the price that Plaintiff relied on in deciding to purchase services from Rover instead of from a competitor.

27. Plaintiff was deprived of the ability to make an informed purchasing decision when she was deceived and misled by Defendants’ unlawful pricing model that did not include all mandatory fees that Plaintiff would have to pay.

Defendants can disclose all mandatory fees in the service listing price.

28. Both of Defendants’ mandatory fees—the marketplace fees and booking fees—are percentages of the original service price, except only the marketplace fees are included in the listing price that Defendants represent is the “total” price on the Rover website and application.

29. Both types of mandatory fees are percentages, which can be easily calculated and added to each listing price automatically. Defendants have no issue computing the marketplace fee percentage to each service listing, but rather than doing the same for Rover’s booking fee, Defendants exclude it from the “total” price and wait until checkout to give consumers their actual total price.

30. What is more, it appears that Defendants have recently changed the display of their website and application to include a statement *near* the service price that an 11% booking fee will apply to the service selected at checkout. This change in Defendants’ price presentation is an admission that their prior presentation, where there was no mention of the booking fee until checkout, was unlawful. Regardless, this disclaimer continues to be in violation of the CLRA, and is deceptive and misleading because it fails to include all mandatory charges in the price as required by the statute and is not sufficiently conspicuous in font, size, color, and proximity to the advertised pricing in order to sufficiently put all consumers on notice of the mandatory charges that follow.

31. The price of a good or service listed or advertised to a consumer must be the *total price* that the consumer will be required to pay. In the event a business is uncertain how much the total price of a service will be, then the business should wait to display a price until they know how much they will charge.⁴

32. If Defendants maintain that they are unable to include the booking fee in the listing price because the price will vary depending on the amount of services selected, then Defendants must not list any price at all until they are able to list the

⁴ <https://oag.ca.gov/hiddenfees>

1 full price that the consumer will pay. Because the booking fee is a percentage of the
2 service price, there is no reason that Defendants cannot include it in the service price
3 as they do for Rover's marketplace fees.

4 **Plaintiff has standing for injunctive relief and lacks an adequate remedy at law.**

5 33. Plaintiff and the proposed Class are also susceptible to the same harm
6 reoccurring, and therefore require an injunction (i.e., Plaintiff lacks an adequate
7 remedy at law), because they cannot be certain that Defendants will have corrected
8 this deceptive pricing scheme, and they desire to book Defendants' Rover services
9 in the future because they like and need the pet care services offered. Further, due
10 to the enormous, fluctuating variety of providers and services offered by Rover on
11 its website and mobile application, Plaintiff will be unable to parse what prices are
12 inflated and untrue, and what prices are not. Plaintiff simply does not have the
13 resources to ensure that Defendants are complying with California and federal law
14 with respect to their pricing, labeling, and/or advertising of their Rover pet care
15 services.

16 34. Further, because of the wide selection of pet care services available at
17 Defendants' website and mobile application, the sheer volume of services involved
18 in Defendants' deceit (i.e., on information belief, virtually all of them), and the
19 likelihood that Defendants may yet develop and market additional pet care services
20 for sale, Plaintiff may again, by mistake, purchase a falsely priced pet care service
21 from Defendants under the reasonable, but false, impression that Defendants had
22 corrected the scheme and that their reference price advertisement represented the
23 actual total price at which the services were offered for sale by Defendants.
24 However, without a substantial, time-consuming, and costly investigation, Plaintiffs
25 and the proposed Class will have no way of knowing whether Defendants have
26 deceived them again.

27 35. Absent an equitable injunction enjoining Defendants from continuing
28 in the unlawful course of conduct alleged herein, Plaintiff, proposed Class

1 members, and the public will be irreparably harmed and denied an effective and
2 complete remedy because they face a real and tangible threat of future harm
3 emanating from Defendants’ ongoing and deceptive conduct that cannot be
4 remedied with monetary damages. Accordingly, Plaintiff, proposed Class members,
5 and the public lack an adequate remedy at law and an injunction is the only form of
6 relief which will guarantee Plaintiff, the proposed Class, and California consumers
7 at large the appropriate assurances.

8 36. Plaintiff lacks an adequate remedy at law with respect to her claims for
9 equitable restitution, as she has not yet retained an expert to develop a damages
10 model that would establish whether an award of actual damages will sufficiently
11 compensate for her monetary losses. Legal damages are typically limited to
12 compensating for out-of-pocket losses (reliance damages) or lost benefit of the
13 bargain (expectancy damages). In contrast, equitable restitution seeks to restore
14 funds improperly obtained by Defendants. Here, Plaintiff and the Classes may seek
15 restitution of the full transaction amount, not merely the drip pricing fee paid, as
16 those monies were unlawfully obtained. At this stage, Plaintiff credibly alleges that
17 legal remedies are inadequate because it remains uncertain whether a damages
18 model will be viable or coextensive with the restitution sought.

19 37. Plaintiff further lacks an adequate remedy at law because California’s
20 Unfair Competition Law (“UCL”) (an equitable cause of action) carries a statute of
21 limitations of four years, while the CLRA (which can provide legal damages and
22 equitable restitution) carries a shorter, three-year statute of limitations. Cal. Bus. &
23 Prof. Code § 17208; Cal. Civ. Code § 1783. Thus, dismissal of Plaintiff’s
24 (equitable) UCL claims would wipe out an entire year’s worth of monetary recovery
25 for the Classes.

26 38. Finally, Plaintiff lacks an adequate remedy at law because the UCL
27 “sweeps more broadly than the CLRA.” *Allen v. Hylands, Inc.*, 773 F. App’x 870,
28 874 (9th Cir. 2019). While Plaintiff’s claim under the “fraudulent” prong of the

UCL is subject to the same “reasonable consumer” test as the CLRA, her claim under the “unfair” prong is more far-reaching, and, as alleged below, liability may be found if Defendants’ practices “offended an established public policy of transparency in pricing” or are “immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.” These tenets of liability seek to remediate broader harm for which there is no corollary under the CLRA, making legal damages inadequate. Accordingly, Plaintiff may set forth alternate claims for legal damages and equitable restitution.

V. CLASS ALLEGATIONS

39. Plaintiff brings this action on behalf of herself and all other similarly situated Class members pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure and seek certification of the following Class(es) against Defendants:

All persons who purchased any pet services from Rover.com or the Rover mobile application to be performed within the State of California during the Class Period.

All California residents who purchased any pet services from Rover.com or the Rover mobile application to be performed outside of California during the Class Period.

40. Excluded from the Classes are Defendants, as well as their officers, employees, agents or affiliates, parent companies and/or subsidiaries, and each of their respective officers, employees, agents or affiliates, and any judge who presides over this action. Plaintiff reserves the right to expand, limit, modify, or amend these Class definitions, including the addition of one or more classes, in connection with her motion for Class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

41. **Numerosity:** The Class members are so numerous that joinder of all members is impracticable. Plaintiff is informed and believes that the proposed Classes contain thousands of individuals who have been harmed by Defendants’

1 conduct as alleged herein. The precise number of Class members is unknown to
2 Plaintiff.

3 42. ***Existence and Predominance of Common Questions of Law and***
4 ***Fact:*** This action involves common questions of law and fact, which predominate
5 over any questions affecting individual Class members. These common legal and
6 factual questions include whether Defendants' service pricing, advertising,
7 representations and omissions were and are misleading and if Plaintiff and Class
8 members are entitled to damages.

9 43. ***Typicality:*** Plaintiff's claims are typical of the claims of the Class
10 members because all were subjected to the same unfair, misleading, and deceptive
11 pricing, advertising, representations, and omissions.

12 44. ***Adequacy:*** Plaintiff will fairly and adequately protect the interests of
13 the Class members. Plaintiff has retained counsel experienced in complex consumer
14 class action litigation, and Plaintiff intends to prosecute this action vigorously.
15 Plaintiff has no antagonistic or adverse interests to those of the Classes.

16 45. ***Superiority:*** The nature of this action and the nature of laws available
17 to Plaintiff and the Classes make the use of the class action format a particularly
18 efficient and appropriate procedure to afford relief to her and the Classes for the
19 wrongs alleged in this Complaint. The injuries suffered by individual members of
20 the Classes are relatively modest compared to the burden and expense that would
21 be entailed by individual litigation of their claims against Defendants. It would thus
22 be virtually impossible for Plaintiff and Class members, on an individual basis, to
23 obtain effective redress for the wrongs done to them. Absent the class action, Class
24 members and the general public would not likely recover, or would not likely have
25 the chance to recover, damages or restitution, and Defendants will be permitted to
26 profit from its wrongful conduct.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of California's Consumers Legal Remedies Act ("CLRA")

**CAL. CIV. CODE §§ 1750, *et seq.*
(CAL. CIV. CODE § 1770(a)(29))**

46. Plaintiff incorporates by reference the allegations contained in every preceding paragraph as though fully set forth herein.

47. This cause of action is brought under the CLRA, Cal. Civ. Code § 1750, *et seq.* The CLRA prohibits deceptive practices in connection with the conduct of a business providing goods, property, or services primarily for personal, family, or household purposes.

48. Plaintiff and each member of the Classes are "consumers" under Cal. Civ. Code § 1761(d). Defendants' sale of services were "transactions" within the meaning of Cal. Civ. Code § 1761(e). Plaintiff and the Class members purchased the services listed by Defendants, through Rover's website or the Rover application, for personal and/or household use.

49. Defendants' policies, acts, and practices were designed to, and did, result in the purchase, consumption and/or use of the services primarily for personal, family, or household purposes, and violated and continue to violate sections of the CLRA, including:

a. Cal. Civ. Code § 1770(a)(9): Advertising goods or services with intent not to sell them as advertised and;

b. Cal. Civ. Code § 1770(a)(29)(A): Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges other than either of the following:

- i. Taxes or fees imposed by a government on the transaction
- ii. Postage or carriage charges that will be reasonably and actually incurred to ship the physical good to the consumer.

1 50. Plaintiff and individual members of the Classes were subjected to
2 undisclosed fees that were added after the initial service price was advertised and
3 displayed on Defendants’ website and application.

4 51. Plaintiff and the proposed Classes were harmed directly and
5 proximately from Rover’s violation of Cal. Civ. Code § 1770(a)(9) and (29) because
6 this practice deprived Plaintiff and the proposed Class members of the ability to
7 make informed purchasing decisions, resulting in financial harm.

8 52. On April 16, 2025, Plaintiff’s counsel sent Defendants a CLRA notice
9 letter, which complies in all respect with Section 1782(a). The letter was sent via
10 certified mail, return receipt requested, and advised Defendants that they were in
11 violation of the CLRA and demanded Defendants cease and desist from such
12 violations and make full restitution by refunding the monies received therefrom
13 within 30 days. The CLRA letter stated that it was sent on behalf of all other
14 similarly situated purchasers.

15 **SECOND CAUSE OF ACTION**
16 **Violation of California’s Unfair Competition Law (“UCL”)**
17 **CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

18 53. Plaintiff incorporates by reference the allegations contained in every
19 preceding paragraph as though fully set forth herein.

20 54. The UCL defines “unfair business competition” to include any
21 “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive,
22 untrue or misleading” advertising. Cal. Bus. & Prof. Code § 17200.

23 55. The UCL imposes strict liability. Plaintiff need not prove that
24 Defendants intentionally or negligently engaged in unlawful, unfair, or fraudulent
25 business practices—but only that such practices occurred.

26 ***“Unfair” Prong***

27 56. A business act or practice is “unfair” under the UCL if it offends an
28 established public policy or is immoral unethical, oppressive, unscrupulous or
substantially injurious to consumers, and that unfairness is determined by weighing

1 the reasons, justifications and motives of the practiced against the gravity of the
2 harm to the alleged victims.

3 57. Defendants’ actions constitute “unfair” business practices because, as
4 alleged above, Defendants engaged and continue to engage in misleading and
5 deceptive pricing practices by subjecting consumers to undisclosed fees that are not
6 included in the initially advertised service price on Rover’s website and application.

7 58. The harm to Plaintiff and proposed Class members outweighs the
8 utility of Defendants’ practices because Defendants’ practice of imposing
9 undisclosed fees provides no utility. There were reasonably available alternatives
10 to further Defendants’ legitimate business interests other than the misleading and
11 deceptive conduct described herein.

12 ***“Fraudulent” Prong***

13 59. A business act or practice is “fraudulent” under the UCL if it is likely
14 to deceive members of the consuming public.

15 60. Defendants’ acts and practices alleged above constitute fraudulent
16 business acts or practices as they have deceived Plaintiff and members of the
17 proposed Classes. Plaintiff and members of the proposed Classes were subjected to
18 undisclosed fees that were not included in the listing price that was advertised by
19 Defendants as the “total” price.

20 61. Defendants’ conduct was and continues to be unfair and/or fraudulent,
21 because it marketed, advertised, and presented service prices that are misleading to
22 consumers as to the true costs of such services.

23 ***“Unlawful” Prong***

24 62. A business act or practice is “unlawful” under the UCL if it violates
25 any other law or regulation. The UCL prohibits activities and business practices that
26 directly violate provisions of particular statutes.

27 63. Defendants’ practices identified herein violate the CLRA and therefore
28 violate the “unlawful” prong of the UCL. As detailed in Plaintiff’s First Cause of

1 Action above, the CLRA, Cal. Civ. Code § 1770(a)(29)(A), prohibits a business
2 from “[a]dvertising, displaying, or offering a price for a good or service that does
3 not include all mandatory fees or charges. . . .”

4 64. As detailed herein, the acts and practices alleged were intended to or
5 did result in violations of the CLRA. Defendants’ practices, as set forth above,
6 misled Plaintiff, the proposed Classes, and the public in the past and will continue
7 to mislead in the future. Consequently, Defendants’ practices constitute an
8 unlawful, fraudulent, and unfair business practice within the meaning of the UCL.

9 65. As a result of Defendants’ misconduct, Plaintiff and the proposed
10 Classes suffered damages in that they were deprived of the ability to make informed
11 purchasing decisions, resulting in financial harm.

12 66. Plaintiff and the proposed Classes are entitled to restitution,
13 declaratory and injunctive relief, and any attorneys’ fees and costs available to
14 them.

15 VII. PRAYER FOR RELIEF

16 Wherefore, Plaintiff, on behalf of herself and on behalf of the other members
17 of the Classes, requests that this Court award relief against Defendants as follows:

18 A. an order certifying the Classes and designating Plaintiff as the
19 Class Representative and her counsel as Class Counsel;

20 B. awarding actual, punitive and statutory damages as permitted
21 under the UCL and CLRA assuming corrective actions have not been made in
22 a timely fashion;

23 C. awarding declaratory and injunctive relief as permitted by law
24 and equity, including injunctive relief requiring Defendants to disclose all
25 mandatory fees and charges upfront in compliance with Cal. Civ. Code
26 § 1770(a)(29) and declaratory relief finding that Defendants’ practices violate
27 the CLRA and UCL;

28 D. awarding attorneys’ fees and costs; and

1 E. for such other and further relief as the Court may deem necessary
2 or appropriate.

3 **VIII. DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a jury trial for all claims so triable.

5 Dated: April 17, 2025

LYNCH CARPENTER LLP

6 By: /s/ Todd D. Carpenter

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