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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

CAMILLE BROOME, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

CHAIRISH, INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff brings this action on behalf of herself, and all others similarly situated against  
2 Chairish, Inc. (“Defendant” or “Chairish”). Plaintiff makes the following allegations pursuant to  
3 the investigation of her counsel and based upon information and belief, except as to the allegations  
4 specifically pertaining to herself, which are based on personal knowledge.

### 5 NATURE OF THE ACTION

6 1. For years, Chairish has nickel and dimed online purchasers on its website  
7 www.chairish.com in violation of the Consumer Legal Remedies Act. Whenever a consumer visits  
8 the website chairish.com and selects an item for purchase, they are not shown the total cost  
9 upfront. Instead, consumers are quoted an artificially low price which excludes all fees, only to  
10 sneak in a hidden “Processing Fee” after consumers click through various screens required to make  
11 a purchase. To make matters worse, Defendant’s fee is affirmatively disclosed for the first and  
12 only time on the final “Place Order” screen, *after* consumers input all their shipping and credit card  
13 information. This cheap trick has enabled Defendant to swindle substantial sums of money from  
14 its customers.

15 2. By analogy, if consumers were to walk into a brick-and-mortar antique store, saw an  
16 heirloom on the shelf for sale for \$129.00, grabbed item, and took them to the checkout counter,  
17 they would expect to pay \$129.00 to the store, plus sales tax to the government. If, *after*  
18 consumers swiped their credit card, they noticed in fine print on the credit card pad that they would  
19 *also* be charged a \$5.00 “Processing Fee” for the service of having their wares rolled the down the  
20 conveyor belt and the tag’s barcodes scanned, they would reasonably be outraged. And yet, this is  
21 exactly what Chairish does every day through its online marketplace.

22 3. This practice is known known as drip pricing. “Businesses engage in drip pricing by  
23 advertising products at artificially low headline price and then disclosing additional charges later in  
24 the buying process.” *Harvey v. World Mkt., LLC*, 2025 WL 1359066, at \*1 (N.D. Cal. May 9,  
25 2025).

26 4. Drip pricing has long violated the California Legal Remedies Act. “California  
27 banned bait and switch in consumer transactions when it passed the Consumers Legal Remedies  
28

1 Act (the ‘CLRA’) in 1970.” *Mansfield v. StockX LLC*, 802 F. Supp. 3d 1143, 1148 (N.D. Cal.  
2 2025) (citation omitted). And “[a] common form of bait and switch is drip pricing.” *Id.*

3 5. However, in the summer of 2024, the California legislature “amended the CLRA to  
4 *directly prohibit* drip pricing.” *Mansfield*, 802 F. Supp. 3d at 1148 (emphasis added). Effective  
5 July 1, 2024, California Civil Code § 1770(a)(29)(A) makes it unlawful to “[a]dvertis[e], display[],  
6 or offer[] a price for a good or service that does not include all mandatory fees or charges.”<sup>1</sup> subject  
7 to a few inapplicable exceptions (like taxes or shipping).

8 6. According to California Attorney General’s Office, “[t]he law is ‘intended to  
9 specifically prohibit drip pricing, which involves advertising a price that is less than the actual  
10 price that a consumer will have to pay for a good or service.’”<sup>2</sup> “Put simply, **the price a**  
11 **Californian sees should be the price they pay.**”<sup>3</sup> That said, the legislature’s recent enactment of  
12 California Civil Code §§ 1770(a)(29)(A) is not meant to suggest it was previously legal.  
13 “Advertising or listing a price that is less than what a consumer will eventually be charged is a  
14 form of deceptive advertising that also violates existing state ... law.”<sup>4</sup> The CLRA has prohibited  
15 bait and switch sales tactics for more than half a century. *Mansfield*, 802 F. Supp. 3d at 1148.

16 7. In or around January 30, 2025, Plaintiff Broome made a purchase on Defendant’s  
17 Website. Defendant advertised the price of this item as \$5,800, exclusive of tax and shipping.  
18 However, when Plaintiff Broome went to submit her order, after she had already entered in her  
19 shipping and credit card information, a “Processing Fee” of \$185 was added to the total cost of the  
20 item. This Processing Fee was not included in the original price of the item advertised on  
21 Defendant’s Website.

22  
23  
24 <sup>1</sup> The law has a few exceptions not applicable here. A seller may disclose “[t]axes or fees imposed  
25 by a government on the transaction” or “[p]ostage or carriage charges that will be reasonably and  
26 actually incurred to ship the physical good to the consumer,” after the initial price display.  
27 California Civ. Code §§ 1770(a)(29)(A).

28 <sup>2</sup> OFFICE OF THE ATTORNEY GENERAL, CAL. DEP’T OF JUSTICE, *SB 478 Frequently Asked Questions*,  
<https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf>.

<sup>3</sup> *Id.* (emphasis in original).

<sup>4</sup> *Id.*



1 16. The transaction flow process that Plaintiff viewed on Defendant’s website was  
 2 substantially similar as that depicted in this complaint.

3 17. Defendant Chairish, Inc. is a Delaware corporation with its principal place of  
 4 business in San Francisco, California. Defendant offers buying and selling of furniture, art, décor,  
 5 lighting, rugs and other home furnishings throughout the United States, including in the state of  
 6 California. Defendant owns and operates the universally accessible, interactive website  
 7 <https://www.chairish.com>, which website accepts orders from all the United States and delivers  
 8 products to all the states, including California, as part of its regular course of business.

9 **RELEVANT FACTUAL ALLEGATIONS**

10 18. Defendant owns and operates a website, and a mobile application available on iOS.  
 11 Users of both the website and the mobile application may purchase items (1) by making a direct  
 12 purchase (the “Add to Cart” feature), or, (2) by placing a bid and waiting for it to be accepted (the  
 13 “Make an Offer” feature).

14 **Purchases Made Using the Website’s “Buy Now” Feature**

15 19. When a consumer visits Defendant’s website, Chairish.com, on the main page, they  
 16 can search for furniture, art, décor, rugs, and more. See Figures 1 and 2, below.

17 **Figure 1**

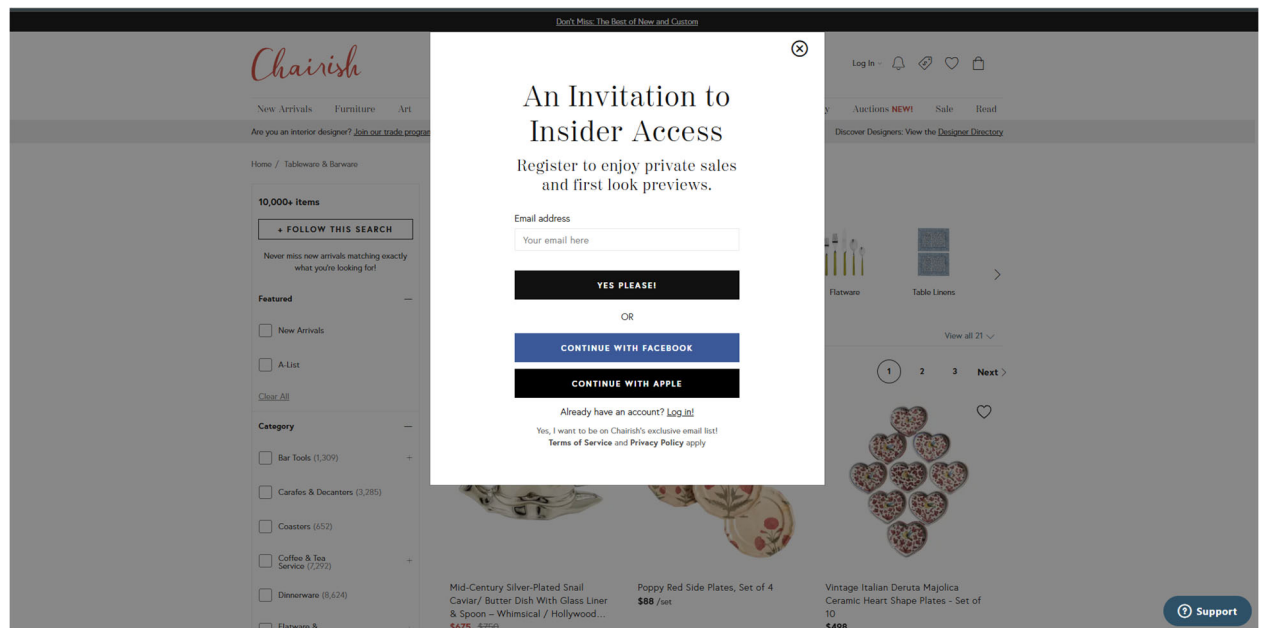
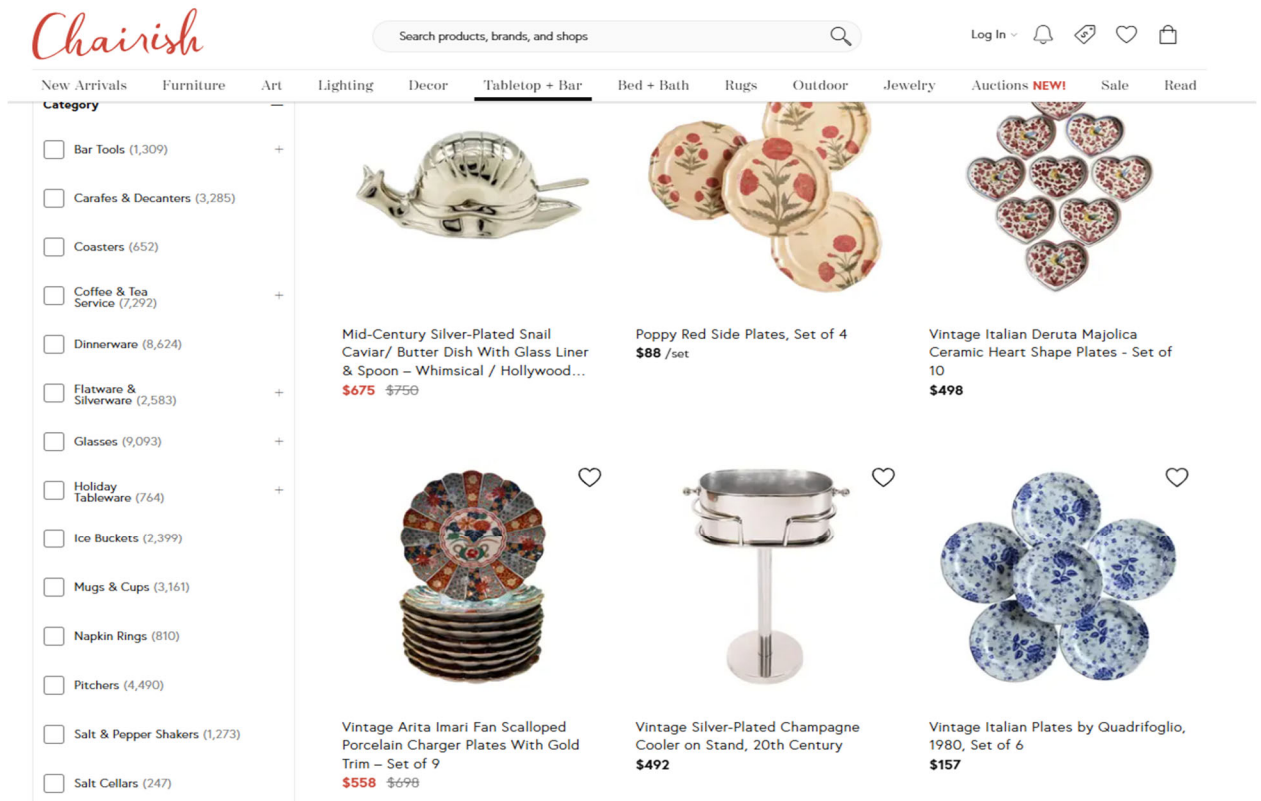
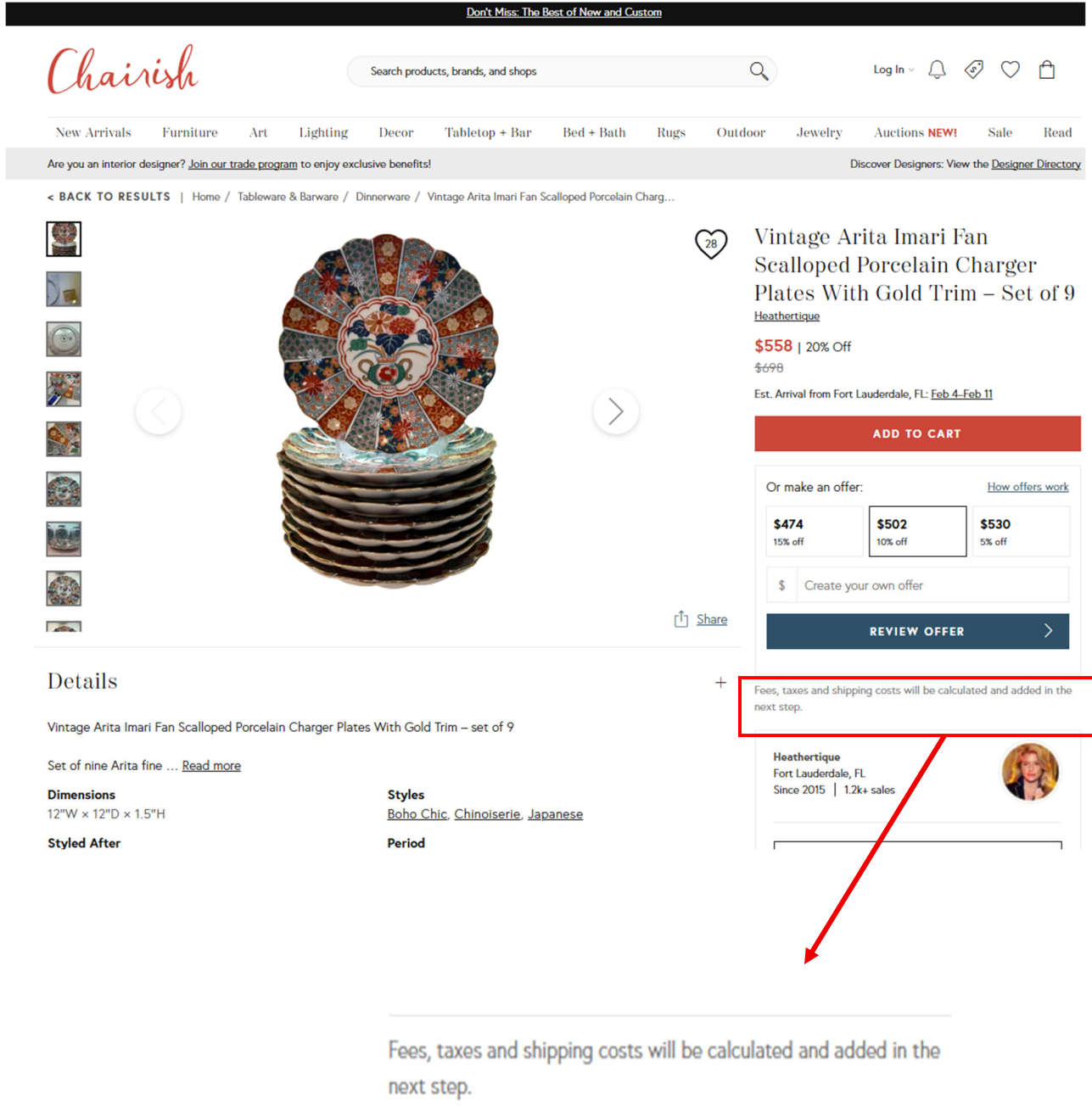


Figure 2



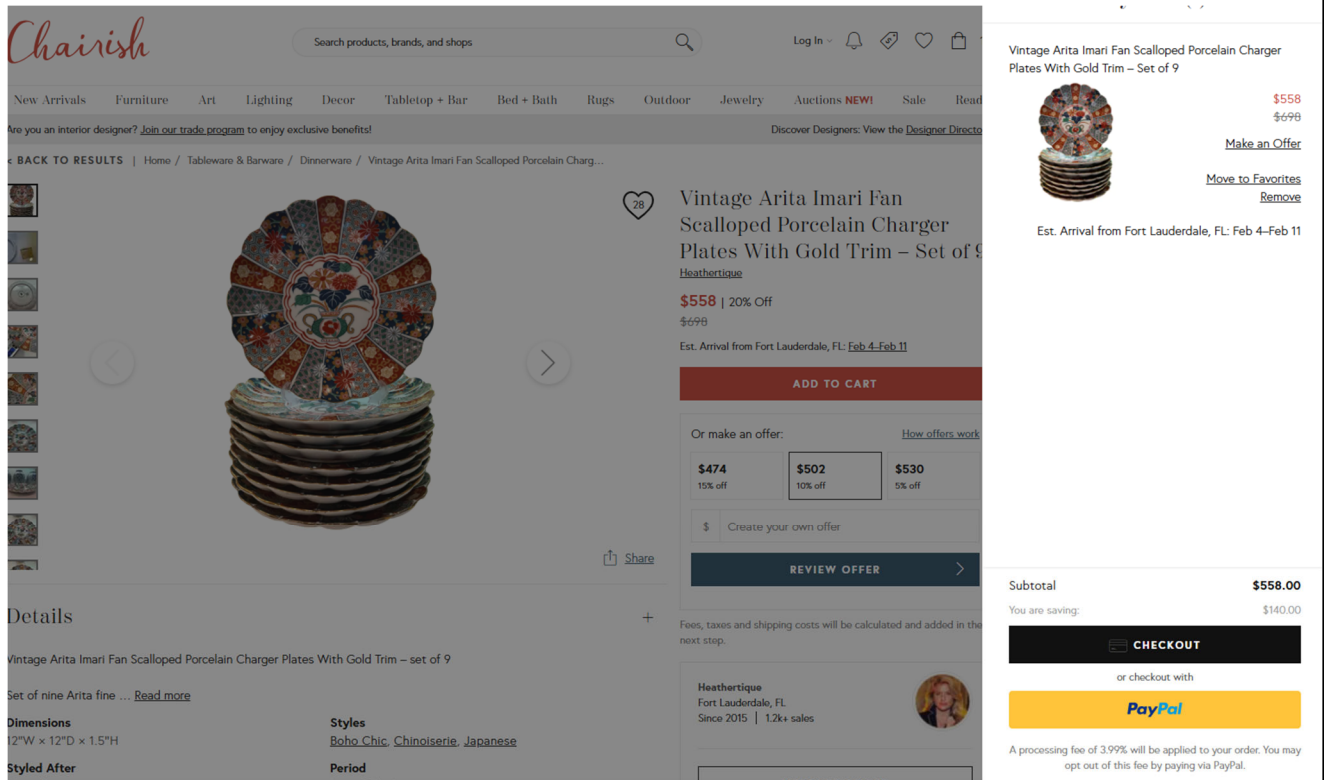
20. After a user clicks on an item, the purchase process begins and users are prompted to either click “Add to Cart” to purchase the item at the full listed price or “make an offer” by choosing a suggested offer or creating their own and clicking “review offer”. See Figure 3, next page). At this point, the “total cost” of the item is never shown, in violation of California Civil Code § 1770(a)(29)(A). See *id.* Instead, Defendant quotes an “Add to Cart” price that is *not* the total cost. *Id.* Rather, the website vaguely states in tiny grey font that “[f]ees, taxes and shipping costs will be calculated and added in the next step” without affirmatively disclosing what the “fees” are for.

Figure 3



21. Once users click the “Add To Cart” button (*see id.*), they are shown a pop-up screen prompting users to “Checkout” the item at the listed subtotal. *See* Figure 4, next page. Underneath the subtotal and the “Checkout” button in tiny, gray font is the language: “A processing fee of 3.99% will be applied to your order.” *See Id.* However, the processing fee is not calculated and added to the subtotal at this stage. *Id.*

Figure 4



22. Once users click “Checkout”, they are brought to another screen to enter their shipping address, shipping method and secure payment method. See Figure 5, next page. During each of these phases, the subtotal is still being represented as the “Item price” while stating it has a processing fee “TBD”. *Id.* There is a (?) symbol next to the “Processing Fee.” *Id.* If a consumer clicks on the (?) symbol, it discloses that a processing fee of 3.99% is included. See Figure 5-A..

Figure 5

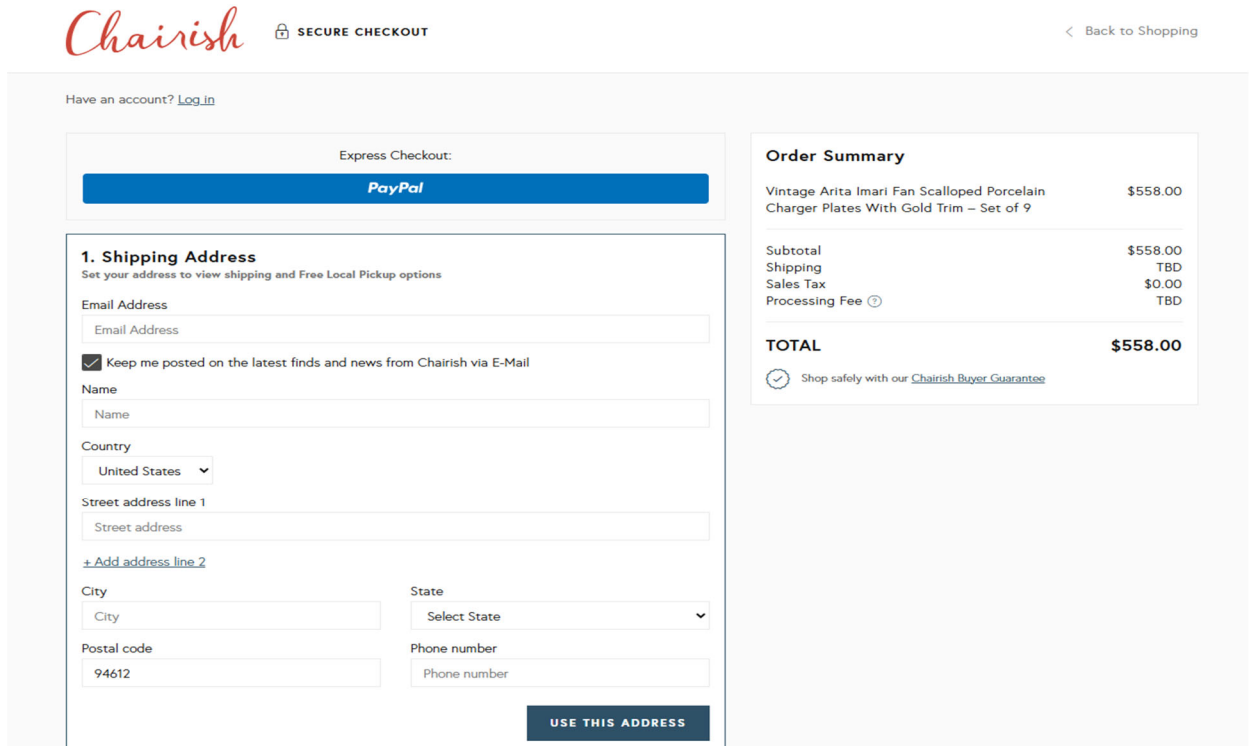
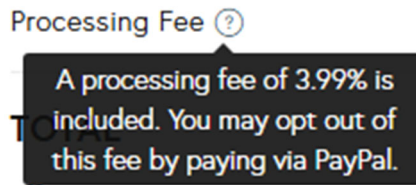
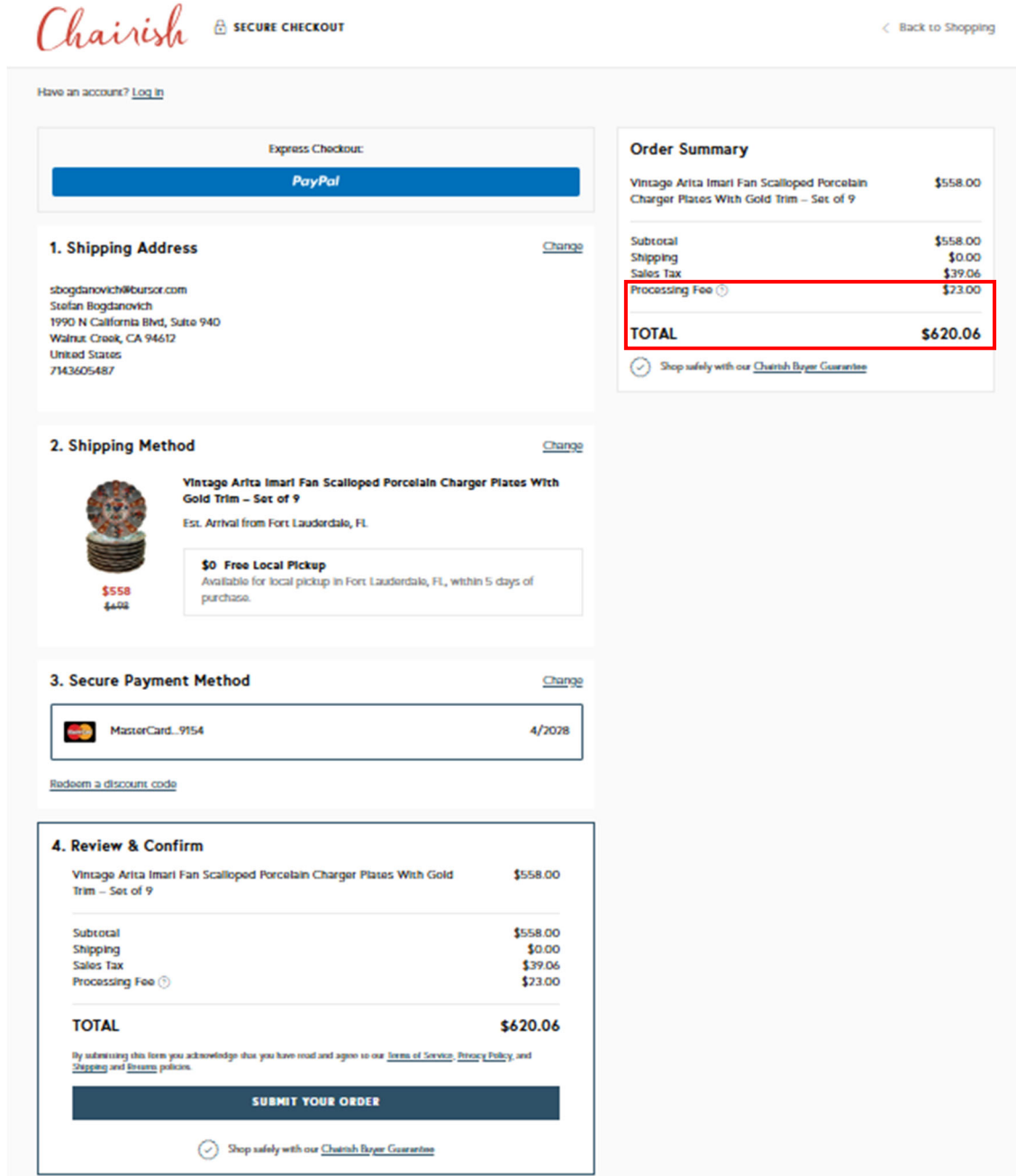


Figure 5-A



23. Yet Defendant’s total Processing Fee is never affirmatively disclosed until the user fills in their credit card information and reaches the final checkout page. See Figures 5 and 6, next page. Even then, it is unclear why this vague “Processing Fee” requires charging consumers a fee separate and apart from the advertised \$558.00 “Item Price.” After all, consumers on Chairish cannot buy *any* item from the website with their credit card without paying this “Processing Fee.” In the brick-and-mortar context, no consumer would reasonably expect to have to pay a 3.99% “Processing Fee” for the service of scanning the antiques’ barcodes and packaging them up.

Figure 6



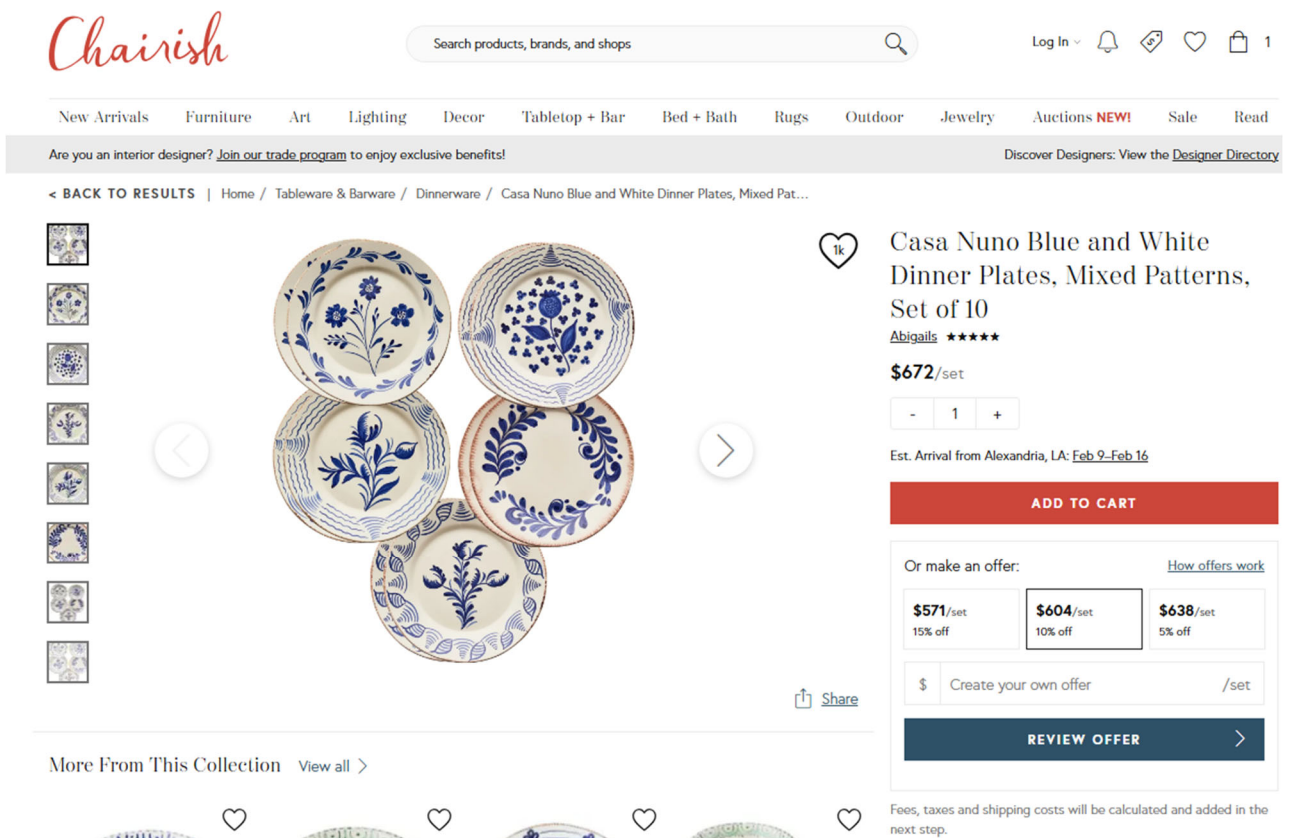
24. Furthermore, *at no point* could a user using their credit card ever purchase the plates at the “Add to Cart” price of \$558. Compare Figure 3 with Figure 6. And while Chairish includes a disclaimer in that users can opt out of this fee if they click on the (?) icon, users paying with

1 PayPal, depending on how they choose to fund the transaction, would still need to pay PayPal a  
 2 “credit card and debit card link and confirmation fee,” a “PayPal Debit Mastercard ... fee,” or  
 3 various “other consumer fees.”<sup>5</sup> In other words, the total price of each item, inclusive of all  
 4 charges, is *never* disclosed before a user clicks “Add to Cart” and reaches the final step in the  
 5 checkout process prior to placing an order (see Figure 6).

6 **Purchases Made Using the Website’s “make an offer” Feature**

7 25. Website users can also purchase an item using the website’s “make an offer”  
 8 feature. See Figure 7.

9 **Figure 7**




25 26. Once users click “Review Offer,” they are brought to another screen to enter their  
 26 shipping address, shipping method and secure payment method. See Figure 8, next page. Here, for

27 <sup>5</sup> See PayPal, Other Consumer Fees, [https://www.paypal.com/us/digital-wallet/paypal-consumer-](https://www.paypal.com/us/digital-wallet/paypal-consumer-fees#credit-card)  
 28 [fees#credit-card](https://www.paypal.com/us/digital-wallet/paypal-consumer-fees#credit-card).

1 the first time, users using the “make an offer” feature are confronted with the undisclosed  
 2 “Processing Fee TBD”. *Id.* During each of these phases, the subtotal is still being represented as  
 3 the “Item price” while stating it has a “Processing Fee TBD”. *Id.*

4 27. There is a (?) symbol next to the “Processing Fee.” *See* Figure 8. If a consumer  
 5 clicks on the (?) symbol, it discloses that a processing fee of 3.99% is included. *See* Figure 8-A.  
 6 Again, the total processing fee is never calculated and added to the subtotal until *after* the user  
 7 enters in their credit card information. *See* Figure 9, next page.

8 **Figure 8**

9  [MAKE AN OFFER](#) < Back to Shopping

10 Have an account? [Log in](#)

11 **1. Shipping Address**  
 Set your address to view shipping and Free Local Pickup options

12 Email Address

13  Keep me posted on the latest finds and news from Chairish via E-Mail

14 Name

15 Country

16 Street address line 1

17 [+ Add address line 2](#)

18 City


19 State

20 Postal code

21 Phone number

22 [USE THIS ADDRESS](#)

23 **Offer Summary**

 Casa Nuno Blue and White Dinner Plates, Mixed Patterns, Set of 10 ~~672.00~~

---

Your offer (-10%) [edit](#) \$604.00

---

Subtotal \$604.00


Shipping TBD

Sales Tax \$0.00

Processing Fee (?) TBD

---

**TOTAL \$604.00**





 Shop safely with our [Chairish Buyer Guarantee](#)

24 **2. Shipping method**

25 **3. Secure Payment Method**

26 **4. Review & Confirm**

27 **How offers work**

- 28  Upon submitting an offer, we will issue a pre-authorization hold on your credit card for the full offer amount, including shipping, taxes, and fees.
-  The seller has 72 hours to accept, decline, or counter your offer. Need to have it? [Buy it now for \\$672/set.](#)
-  If the seller accepts your offer, your credit card will be charged and your order will be created.
-  If your offer expires or if the seller declines or counteroffers, we will release your funds immediately.

[Learn more](#)

Figure 9

### 1. Shipping Address [Change](#)

mamen@bursor.com  
 Max Amen  
 1990 N California Blvd., Suite 940  
 Walnut Creek, CA 94612  
 United States  
 925 822 7915


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### 2. Shipping method [Change](#)

**\$42.00 Feb 9–Feb 16**  
 Parcel  
 Managed by Chairish. Packed by the seller; shipped via commercial parcel service via ground service.


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### 3. Secure Payment Method [Change](#)

 Visa...6570 5/2029

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### 4. Review & Confirm



Casa Nuno Blue and White Dinner Plates, Mixed Patterns, Set of 10

---

Your offer (-10%) [edit](#)

---

Subtotal \$604.00  
 Shipping \$42.00  
 Sales Tax \$58.28  
 Processing Fee ⓘ \$26.00


---

**TOTAL \$730.28**


~~\$672.00~~

Upon submitting an offer, we will issue a pre-authorization hold on your credit card for the full amount, including shipping, taxes, and fees. Offers are non-cancellable. If your offer is not accepted by the seller within 72 hours, Chairish will instruct our payment processor to refund the amount in full, and funds will be returned to your account in approximately 3-5 business days. By submitting this form you acknowledge that you have read and agree to our [Terms of Service](#), [Privacy Policy](#), and [Shipping and Returns](#) policies.

SUBMIT YOUR OFFER

 Shop safely with our [Chairish Buyer Guarantee](#)

### Offer Summary



Casa Nuno Blue and White Dinner Plates, Mixed Patterns, Set of 10

~~\$672.00~~

---


Your offer (-10%) [edit](#) \$604.00

---

Subtotal \$604.00  
 Shipping \$42.00  
 Sales Tax \$58.28  
 Processing Fee ⓘ \$26.00





---

**TOTAL \$730.28**

 Shop safely with our [Chairish Buyer Guarantee](#)

---

#### How offers work

-  Upon submitting an offer, we will issue a pre-authorization hold on your credit card for the full offer amount, including shipping, taxes, and fees.
-  The seller has 72 hours to accept, decline, or counter your offer. Need to have it? [Buy it now for \\$672/set.](#)
-  If the seller accepts your offer, your credit card will be charged and your order will be created.
-  If your offer expires or if the seller declines or counteroffers, we will release your funds immediately.

[Learn more](#)

 Support

28. Furthermore, at no point can a user “make an offer” for the item at the price they select. Compare Figure 7 and Figure 9. Just as when using the “Add to Cart” feature, the total price of each item is *never* disclosed to a user using the “make an offer feature” until he or she reaches the final step in the checkout process prior to placing an order (see Figure 9). Thus, Defendant is “[a]dvertising, displaying, or offering a price for a good ... that does not include all mandatory fees or charges” in violation of California Civil Code § 1770(a)(29)(A).

**Purchases Using the Mobile Applications “Add to Cart” feature**

29. What is more, the checkout flow and the disclosures Defendant presents to consumers is the same whether they proceed via their web browser or computer, as depicted in Figures 1 and 2, or through Defendant’s mobile application on iOS (the “App”).

30. When a consumer downloads and opens the App, on the main screen, they can search for furniture, art, rugs, lighting décor and other antique furnishings. See Figure 10.

**Figure 10**



31. After a user clicks on an item, the purchase process begins and users are prompted to click “Add to Cart” or “Make an Offer”. See Figure 11. At this point, the “total cost” of the item is never shown, in violation of California Civil Code § 1770(a)(29)(A). See *id.* Instead, Defendant quotes a “Add to Cart” price that is *not* the total cost. See *id.*

**Figure 11**





Figure 13

9:51 📶 📶 🔋

Cancel **Checkout** Sign In

Shop safely with Chairish Buyer Guarantee ✓


SHIPPING ADDRESS

Add a shipping address ✎ >

SHIPMENT 1 OF 1

Casa Nuno Blue and White Dinner Plates, Mixed Patterns,  
Set of 10  
Est. Arrival from Alexandria, LA

\$672/set



- 1 +

Remove

Select a Shipping Method ✎ >

PAYMENT

Select a payment method. ✎ >

A processing fee of 3.99% will be applied to your order. You may opt out of this fee by paying via PayPal.

Have a gift card or discount code?

Subtotal	\$672.00
Shipping	-
Sales Tax	\$0.00
Processing Fee ⓘ	\$27.00
<b>TOTAL</b>	<b>\$699.00</b>

33. Furthermore, at no point can a user purchase the item at the “Add to Cart” price. Compare Figure 11 and Figure 13. Just as when using the “Add to Cart” feature on Defendant’s website, the total price of each item is *never* disclosed to a user using the “make an offer feature” until he or she reaches the final step in the checkout process prior to placing an order (*see* Figure 13). Thus, Defendant is “[a]dvertising, displaying, or offering a price for a good ... that does not include all mandatory fees or charges” in violation of California Civil Code § 1770(a)(29)(A).

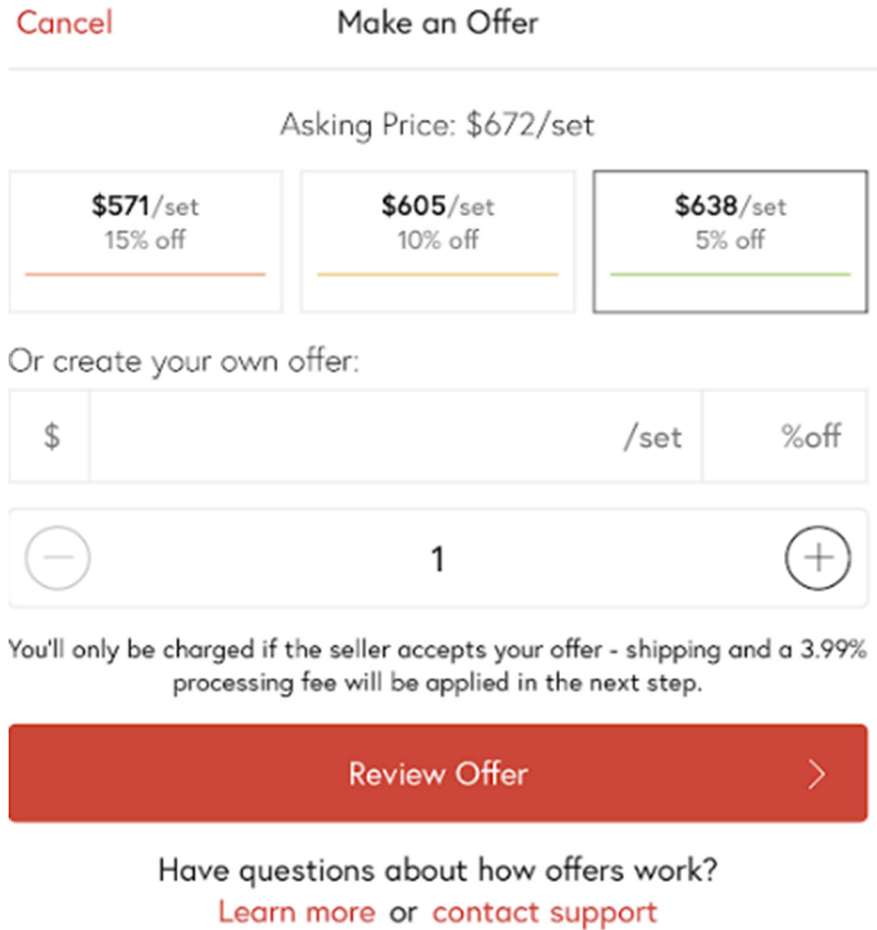
**Purchases Using the Mobile Application’s “Make an Offer” Feature**

34. App users can also purchase an item using the App’s “make an offer” feature. See Figure 8.



35. Once users click “Make an Offer,” they are prompted to select a default offer amount or make a custom offer. See Figure 15, next page. Here, for the first time, users using the “make an offer feature” are confronted with a prompt informing them that “a 3.99% processing fee will be applied in the next step.” *Id.*

Figure 15



36. However, the total processing fee is never calculated and added to the subtotal until after the user selects “Review Offer”. See Figure 16, next page. After making an offer and selecting “Review Offer” users are sent to the final checkout screen and are prompted to enter in their shipping address, shipping method and payment method. *Id.* Here, users are finally confronted with the total price they will be bidding for their item with the “Processing Fee” calculated into it. *Id.*

///

///

///

///

**Figure 16**

Cancel Make an Offer

Purchase now for \$672

1

YOUR OFFER

\$ 638 /set 5 %off

SHIPPING ADDRESS

Add a shipping address

SHIPPING METHOD

Select a Shipping Method

PAYMENT

Select a payment method.

A processing fee of 3.99% will be applied to your order.

Asking Price	\$672.00
Your offer (-5%)	\$638.00
Subtotal	\$638.00
Shipping	-
Sales Tax	\$0.00
Processing Fee ⓘ	\$26.00
<b>TOTAL</b>	<b>\$664.00</b>

Submit Offer

37. Furthermore, at no point can a user “make an offer” for the item at the price they select. Compare Figure 15 and Figure 16. Just as when using the “Add to Cart” feature, the total price of each item is *never* disclosed to a user using the “Make an Offer” feature until he or she

1 reaches the final step in the checkout process prior to placing an order (*see* Figure 16). Thus,  
 2 Defendant is “[a]dvertising, displaying, or offering a price for a good ... that does not include all  
 3 mandatory fees or charges” in violation of California Civil Code § 1770(a)(29)(A).

#### 4 CALIFORNIA HIDDEN FEES STATUTE

5 38. Effective July 1, 2024, California enacted California Civil Code § 1770(a)(29)(A),  
 6 which provides that “[a]dvertising, displaying, or offering a price for a good or service that does  
 7 not include all mandatory fees or charges other than either ... [t]axes or fees imposed by a  
 8 government on the transaction[.]” and “[p]ostage or carriage charges that will be reasonably and  
 9 actually incurred to ship the physical goods to the consumer[.]” (Cal. Civ. Code § 1770(a)(29)(A))  
 10 is unlawful. Cal. Civ. Code § 1770(a); *Compare with* Figures 3, 6, 7, 9, 11, 13, 15 and 16.

11 39. This prohibition is designed to protect consumers. As Senator Bill Dodd, a co-  
 12 author of SB 478, stated in describing this new law: “‘Californians are fed up with dishonest fees  
 13 being tacked on to seemingly everything ... It’s an underhanded trick to boost corporate profits at  
 14 the expense of those who can least afford it. Our bill will end these unfair practices and put the  
 15 consumer first, leveling the playing field for reputable businesses that advertise the real price up  
 16 front.’”<sup>6</sup>

17 40. And according to Attorney General of California Rob Bonta, “[w]e can and should  
 18 stop the fleecing of consumers. We can and should stop the imbalance in the marketplace[.]”<sup>7</sup>

#### 19 CLASS ACTION ALLEGATIONS

20 41. **Nationwide Class:** Plaintiff seeks to represent a class defined as all individuals in  
 21 the United States who purchased items using Defendant’s website on or after February 5, 2023 (the  
 22 “Nationwide Class”). Excluded from the Nationwide Class is any entity in which Defendant has a  
 23 controlling interest, and officers or directors of Defendant.  
 24

25 \_\_\_\_\_  
 26 <sup>6</sup> OFFICE OF THE ATTORNEY GENERAL, CALIFORNIA DEP’T OF JUSTICE, *Attorney General Bonta*  
 27 *Calls for California Legislature to Ban Hidden Fees (AKA Junk Fees)* (May 16, 2023),  
 28 <https://oag.ca.gov/news/press-releases/attorney-general-bonta-calls-california-legislature-ban-hidden-fees-aka-junk> (last visited Dec. 24, 2024).

<sup>7</sup> *Id.*

1           42.     **California Class:** Plaintiff seeks to represent a class defined as all individuals in  
2 California who purchased items using Defendant’s website on or after February 5, 2023 (the  
3 “California Class”). Excluded from the California Class is any entity in which Defendant has a  
4 controlling interest, and officers or directors of Defendant.

5           43.     **Nationwide Honest Pricing Law Subclass:** Plaintiff also seeks to represent a  
6 subclass defined as all individuals in the United States who purchased items using Defendant’s  
7 website on or after July 1, 2024 (the “Nationwide Honest Pricing Law Subclass”). Excluded from  
8 the Nationwide Honest Pricing Law Subclass is any entity in which Defendant has a controlling  
9 interest, and officers or directors of Defendant.

10          44.     **California Honest Pricing Law Subclass:** Plaintiff also seeks to represent a  
11 subclass defined as all individuals in California who purchased items using Defendant’s website on  
12 or after July 1, 2024 (the “California Honest Pricing Law Subclass”). Excluded from the  
13 California Honest Pricing Law Subclass is any entity in which Defendant has a controlling interest,  
14 and officers or directors of Defendant.

15          45.     Members of the Classes are so numerous that their individual joinder herein is  
16 impracticable. On information and belief, members of the Classes number in the millions.<sup>8</sup> The  
17 precise number of Class members and their identities are unknown to Plaintiff at this time but may  
18 be determined through discovery. Class members may be notified of the pendency of this action  
19 by mail, email, and/or publication through the distribution records of Defendant.

20          46.     Common questions of law and fact exist as to all Class members and predominate  
21 over questions affecting only individual Class members. Common legal and factual questions  
22 include, but are not limited to, whether Defendant failed to include all mandatory fees or charges  
23 when advertising, displaying, or offering a price for the items for purchase, in violation of  
24 California Civil Code § 1770(a)(29)(A), and whether Defendant advertised goods or services with

25 <sup>8</sup> According to the website traffic analytics company Similarweb, Defendant’s website has received  
26 9.41 million visits in the last three months, with 91.60.% of the website traffic coming from the  
27 United States. See [https://pro.similarweb.com/#/digitalsuite/websiteanalysis/overview/website-performance/\\*/999/3m?webSource=Total&key=chairish.com](https://pro.similarweb.com/#/digitalsuite/websiteanalysis/overview/website-performance/*/999/3m?webSource=Total&key=chairish.com). Approximately 11.7% of the United  
28 States population resides in the State of California. So assuming Californians visited Defendant’s  
website in equal proportions to other Americans, then Defendant received over 1,009,131 visitors  
from the state of California during this time period.

1 intent not to sell them as advertised, in violation of California Civil Code § 1770(a)(9). The claims  
2 of the named Plaintiff are typical of the claims of the Classes in that the named Plaintiff and the  
3 Classes sustained damages as a result of Defendant's uniform wrongful conduct, based upon  
4 Defendant failing to include all mandatory fees or charges in the advertising, displaying, or  
5 offering a price for the items, throughout the online item purchase process.

6 47. Plaintiff is an adequate representative of the Classes because her interests do not  
7 conflict with the interests of the Classes and members she seeks to represent, she has retained  
8 competent counsel experienced in prosecuting class actions, and she intends to prosecute this  
9 action vigorously. The interests of Class members will be fairly and adequately protected by  
10 Plaintiff and her counsel.

11 48. The class mechanism is superior to other available means for the fair and efficient  
12 adjudication of the claims of Class members. Each individual Class member may lack the  
13 resources to undergo the burden and expense of individual prosecution of the complex and  
14 extensive litigation necessary to establish Defendant's liability. Individualized litigation increases  
15 the delay and expense to all parties and multiplies the burden on the judicial system presented by  
16 the complex legal and factual issues of this case. Individualized litigation also presents a potential  
17 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer  
18 management difficulties and provides the benefits of single adjudication, economy of scale, and  
19 comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment  
20 of the liability issues will ensure that all claims and claimants are before this Court for consistent  
21 adjudication of the liability issues.

### 22 **COUNT I**

#### 23 **California Civil Code § 1770(a)(29)(A)**

#### 24 **(On Behalf Of The Nationwide and California Honest Pricing Law Subclasses)**

25 49. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set  
26 forth herein.

27 50. Plaintiff brings this claim individually and on behalf of the members of the  
28 Nationwide and California Honest Pricing Law Subclasses against Defendant.

1           51. Defendant owns, operates, or controls the Chairish.com website, which is a place  
2 where consumers can purchase furniture, art, décor, lighting, rugs and other home furnishings.

3           52. Defendant violated California Civil Code § 1770(a)(29)(A) by “[a]dvertising,  
4 displaying, or offering a price for a good or service that does not include all mandatory fees or  
5 charges” on the product selection screens depicted in Figures 2, 3, 7, 11, and 14 of this Complaint.

6           53. Defendant’s per item “Processing Fee” is a “mandatory fee[] or charge[]” that must  
7 be paid in order to purchase the item. Cal. Civ. Code § 1770(a)(29)(A). Defendant only gives  
8 consumers the option to purchase items via credit card or PayPal. A consumer cannot purchase an  
9 item using his credit card without paying the Processing Fee. Plaintiff purchased the Pair of  
10 Distressed Greco-Roman Neoclassical Style Ionic Columns from Defendant in or around January  
11 30, 2025, using the feature on Defendant’s website shown *supra* ¶¶ 20-26.

12           54. Plaintiff and Nationwide and California Honest Pricing Law Subclass Members  
13 were harmed because they were forced to pay Defendant’s unlawfully applied Processing Fees.  
14 Because the total cost of the antique furnishings was not disclosed to Plaintiff and Junk Fee  
15 Subclass Members at the beginning of the purchase process, the resulting fees or charges that were  
16 applied were unlawful pursuant to California Civil Code § 1770(a)(29)(A).

17           55. Plaintiff and Nationwide and California Honest Pricing Law Class and Subclass  
18 Members were also harmed by not having the total cost of their antique furnishings disclosed  
19 upfront at the start of the purchase process. By not knowing the total cost of their antique  
20 furnishings before selecting them for purchase from Defendant, Plaintiff and Nationwide and  
21 California Honest Pricing Law Subclass Members could not shop around for antique furnishings  
22 from other online antique furnishing sellers like 1stDibs, Elsie Green and Lone Fox, just to name a  
23 few. As such, Plaintiff and Nationwide and California Honest Pricing Law Subclass Members had  
24 no way of knowing whether they were getting the best deal their money could buy. By hiding its  
25 processing charges, Defendant was able to reduce price competition and cause consumers like  
26 Plaintiff and Nationwide and California Honest Pricing Law Subclass Members to overpay.



1 By hiding its processing charges, Defendant was able to reduce price competition and cause  
2 consumers like Plaintiff and Nationwide and California Class Members to overpay.

3 64. Plaintiff and Nationwide and California Class Members relied on Defendant’s false  
4 and misleading representations of the advertised cost of the antique furnishings in choosing to  
5 purchase their antique furnishings.

6 65. As detailed in the body of this Complaint, Defendant has repeatedly engaged in  
7 conduct deemed a violation of the CLRA and has made representations regarding the price of the  
8 items on its website which are false due to the uniform imposition of the Processing Fee described  
9 herein. Indeed, Defendant concealed the true price of the items, and the true nature of the  
10 Processing Fee it was charging on each purchase, from Plaintiff and Nationwide and California  
11 Class Members.

12 66. No reasonable consumer would expect the “Add to Cart” price advertised by  
13 Defendant or the “Make an Offer” prices to include an unlawful Processing Fee in addition to  
14 lawful sales tax and shipping costs. *See* Figures 2, 3, 7, and 11; *see also* *Watson v. Crumbl LLC*,  
15 736 F. Supp. 3d 827, 845-46 (E.D. Cal. 2024) (“Plaintiffs have sufficiently alleged [Defendant]  
16 advertises one price for its products while also surreptitiously charging a higher price by adding the  
17 Service Fee. Thus, Plaintiffs have sufficiently alleged [Defendant] advertises their goods with the  
18 intent not to sell them as advertised.”).

19 67. Defendant, which operates a website selling antiques, does not provide services that  
20 would lead reasonable consumers to expect the imposition of the Processing Fee. It is unclear  
21 what, if any, “processing” customers accessing the website to purchase antique furnishings would  
22 expect to pay for, and Defendant does not disclose the total Processing Fee anywhere before  
23 customers reach the screen depicted in Figures 6, 9, 13, and 16 of this complaint.

24 68. Defendant willfully employed a scheme designed to advertise a price that is not the  
25 true cost of the antique furnishings, and did so willfully, wantonly, and with reckless disregard for  
26 the truth.

