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**ATTORNEYS FOR PLAINTIFF**  
**SEAN HARATYK, INDIVIDUALLY AND ON**  
**BEHALF OF ALL OTHERS SIMILARLY**  
**SITUATED**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SEAN HARATYK, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

SNAPFISH, LLC., and DOES 1–10,

Defendants.

**Civil Action No.:**

**CLASS ACTION COMPLAINT FOR**  
**DAMAGES**

**DEMAND FOR JURY TRIAL**

Plaintiff Sean Haratyk, individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant Snapfish, LLC (“Defendant” or “Snapfish”) and make the following allegations based upon information and belief, except as to allegations specifically pertaining to Plaintiff, which are based on personal knowledge.

**NATURE OF THE ACTION**

1  
2 1. This is a case concerning deceptive representations and omissions made by  
3 Defendant through its misleading and unlawful pricing, sales, and discounting practices on its  
4 websites, which directly violate a California statute and deceive the reasonable consumer.

5 2. Defendant Snapfish sells and markets photos, cards, prints, and other home decor  
6 online through the Snapfish website, <https://www.snapfish.com/>.

7 3. Defendant lists all of its products as having continuous discounts normally ranging  
8 between 30%-70% off. Additionally, Defendant lists sitewide discounts on all of its products.  
9 Moreover, these discounts are actually false discounts intended to induce customers into  
10 purchasing their products, as the products are never actually sold at the higher strikethrough  
11 reference prices listed next to the “sale” price.

12 4. The products at issue are all goods that have been offered at any time on Snapfish’s  
13 website, at a sale or discounted price from a supposedly higher reference price (the “Products”).

14 5. Defendant’s website lists various items on sale or discount, and picture a stricken  
15 supposedly former or prevailing market price next to the “sale” price. However, the former or  
16 prevailing market price listed next to the sales price is not actually the former or prevailing market  
17 price at which the product was sold in the previous three months. Instead, it is a false or inflated  
18 price used to trick consumers into believing they are receiving a discount on their purchase. It is  
19 false because the item has not been listed for sale or sold on the website in the previous three  
20 months at the listed former price.

21 6. Section 17500 of California’s False Advertising Law prohibits businesses from  
22 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code  
23 § 17500. This includes statements falsely suggesting that a product is on sale, when it actually is  
24 not.

25 7. Section 17501 of California’s False Advertising Law provides that “[n]o price shall  
26 be advertised as a former price ... unless the alleged former price was the prevailing market price  
27 ... within three months next immediately preceding” the advertisement. Cal. Bus. & Prof. Code §  
28 17501. Therefore, the statute specifically prohibits this type of fake discount, where the advertised

1 former price is not the prevailing price during the specified timeframe.

2 8. Upon investigation, all or nearly all of the reference prices on the website are false  
3 and misleading. They are not former or prevailing market prices at which the products were  
4 offered on the websites during the previous three (3) months.

5 9. Plaintiff—like hundreds of thousands of other customers across the United States—  
6 fell prey to Defendant’s false, deceptive, and misleading discount scheme. As a result, Defendant  
7 has received millions of dollars selling products at misrepresented discounts that do not actually  
8 exist.

9 10. When purchasing the Product, Plaintiff relied on Defendant’s misrepresentations  
10 that the Products were on sale and were previously sold at the former strikethrough price listed  
11 next to the sale price. However, these products were not actually sold at the former or regular price  
12 listed on the website within the previous three months before the purchase. Therefore, the discount  
13 was false.

14 11. Defendant’s conduct violated and continues to violate the California Unfair  
15 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; California’s False  
16 Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; and the California Consumer  
17 Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.* Defendant’s conduct also  
18 constitutes negligent misrepresentation, and has unjustly enriched Defendant by the sale of these  
19 Products.

20 12. Accordingly, Plaintiff brings this civil action to put an end to Defendant’s illegal  
21 conduct. Through this class action lawsuit, Plaintiff seeks monetary damages, restitution, and  
22 declaratory and injunctive relief on behalf of the proposed Class.

23 **PARTIES**

24 13. Plaintiff Sean Haratyk is a citizen and resident of San Deigo County, California.

25 14. Defendant Snapfish, LLC is a California limited liability company that is  
26 headquartered in San Jose, California. Defendant is an online retailer that markets and sells  
27 photos, cards, prints, and other home decor in California and across the United States.

28 15. Defendants Does 1–10 were responsible in some manner for the injuries and

1 damages caused to Plaintiff and the Class, but their identities and/or roles are not yet known.

2 **JURISDICTION AND VENUE**

3 16. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
4 1332(d)(2) because this is a class action in which (1) there are at least 100 members, (2) the matter  
5 in controversy exceeds \$5,000,000 exclusive of interest and costs, and (3) Plaintiff and members  
6 of the putative Class are citizens of a state that is different from the states in which Defendant is a  
7 citizen.

8 17. This Court has personal jurisdiction over Defendant because Defendant is  
9 headquartered in California. Defendant also has contacts with California that are so continuous  
10 and systematic that it is essentially at home in this state. Defendant sold Snapfish products to  
11 consumers in California, including Plaintiff. Defendant regularly conducts and solicits business in  
12 California, provides products to persons in the State of California, maintains an interactive  
13 commercial website, offers to and does ship products to California, allows customers in California  
14 to order products, and derives substantial revenue from customers in California.

15 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant's  
16 principle place of business is in this District.

17 **BACKGROUND FACTS**

18 19. Defendant's main product include photos, cards, prints, and home decor sold on its  
19 website. Defendant markets and sells these Products on its website.

20 20. Upon information and belief, Defendant only sells its Products on its website.

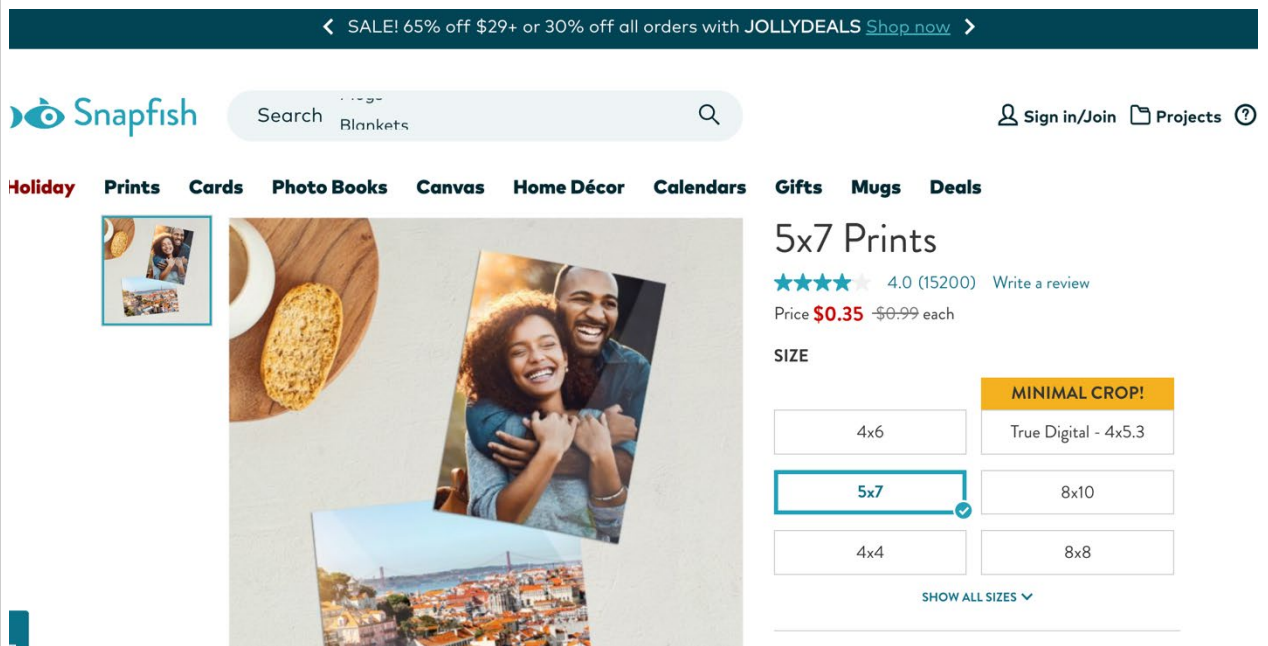
21 21. Defendant, through its website, has sold hundreds of thousands of units of  
22 merchandise to customers in California and nationwide.

23 **I. Snapfish's Fake Discount Scheme**

24 22. Defendant creates the false impression that its Products' regular or former prices  
25 are higher than they truly are.

26 23. On any given day, most, if not all, products on Defendant's website are represented  
27 as being discounted from a higher reference price. On individual listing pages and category listing  
28 pages, the supposed mark-downs are represented to consumers by prominently displaying a

1 “crossed-out” or strikethrough reference price next to a sale price that is depicted in bold or red  
 2 text adjacent to the reference price. An example screenshot is provided below:



15 24. The above image is just one example from Defendant’s website that shows how it  
 16 consistently lists its false discounts on the website.

17 25. The below sections describe further the types of deceptive sales schemes instituted  
 18 by Defendant on its website.

19 26. These pricing and advertising practices are deceptive and pressure consumers into  
 20 purchasing products from Defendant at an inflated price. Defendant intends to mislead consumers  
 21 into believing that they are getting a bargain by buying products from its website on sale and at a  
 22 substantial and deep discount. For most if not all products, Defendant does not offer or sell the  
 23 products on the website at the reference price for the three months immediately preceding the  
 24 listing of the sale. Therefore, the reference price is artificially inflated and the advertised discounts  
 25 are deceiving.

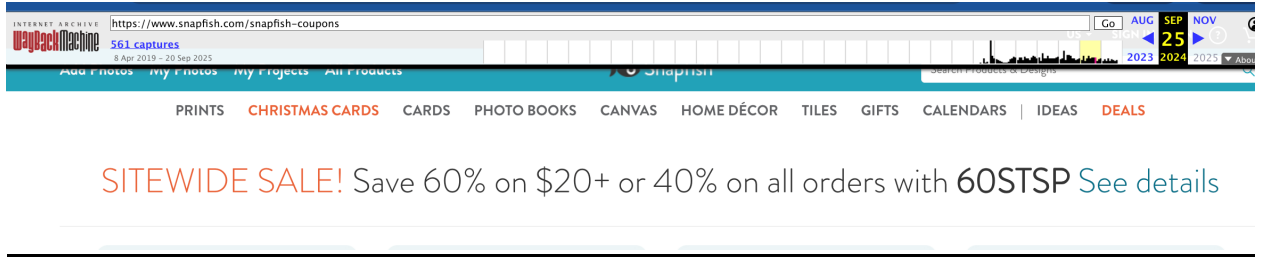
26 ***A. Sitewide Discounts***

27 27. In addition to discounts listed next to individual products, Defendant also runs  
 28 sitewide discounts on every product on its website. These include, for example, discounts offering

1 “30% off” and “65% off.”

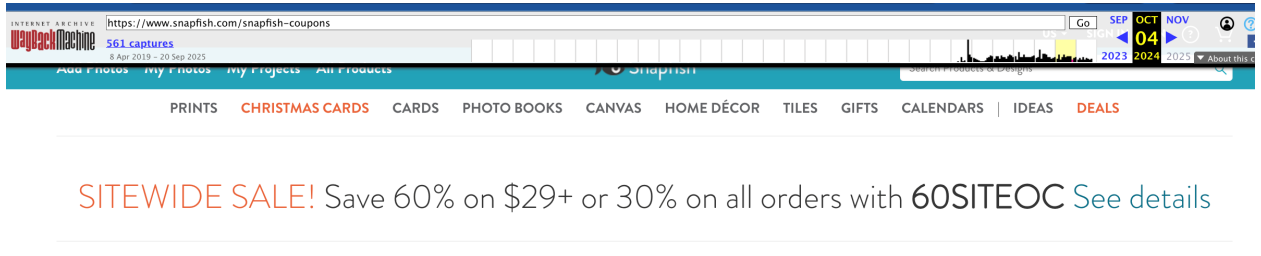
2 28. As shown below, Defendant ran continuous sitewide discounts on its Products  
3 during at least September 2024 to November 2025:

4 **September 25, 2024**

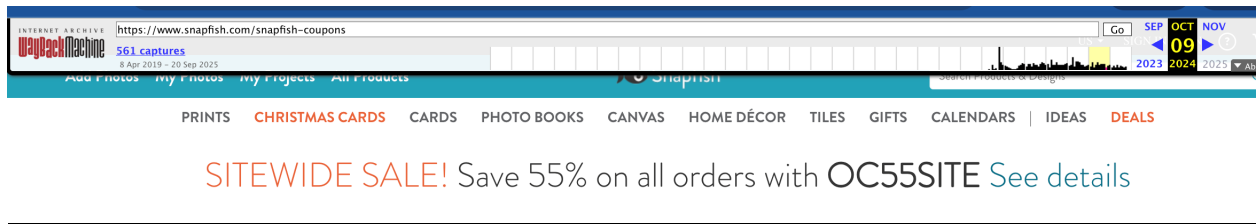


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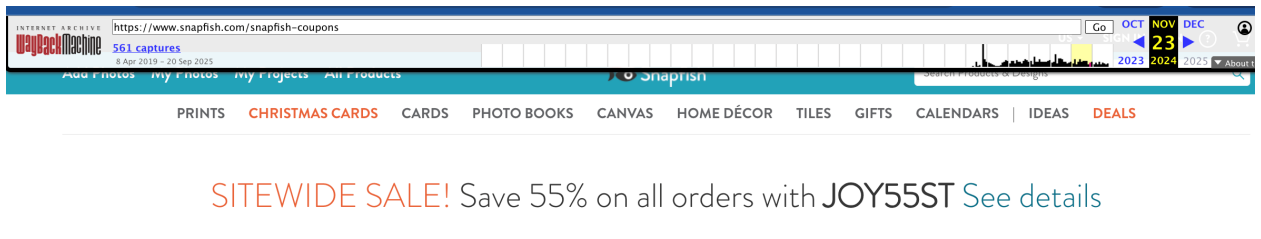
11 **October 4, 2024**



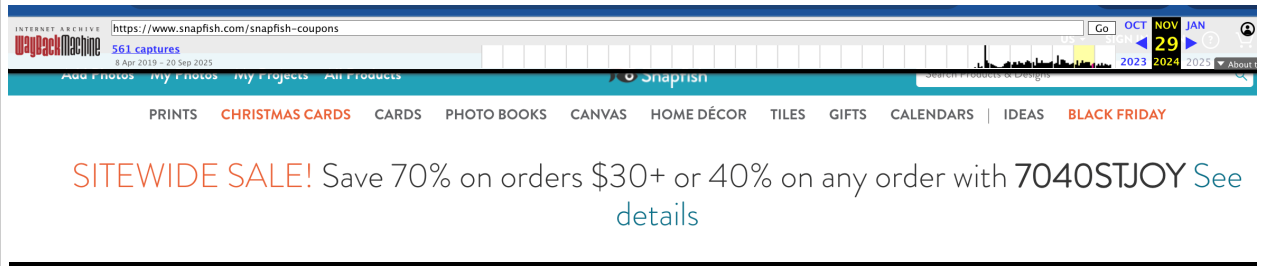
17 **October 9, 2024**



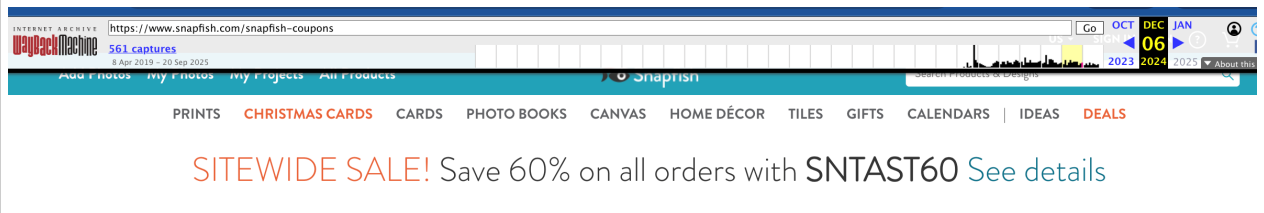
23 **November 23, 2024**



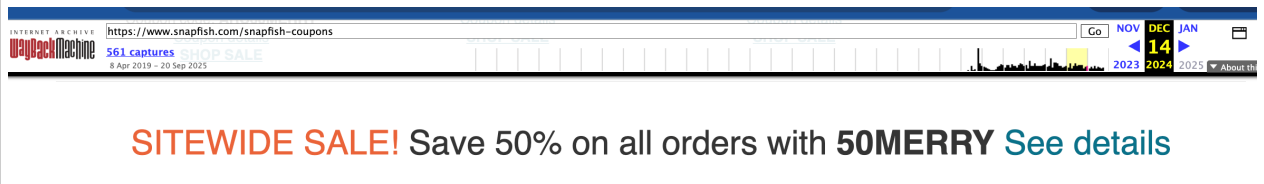
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2 **November 29, 2024**



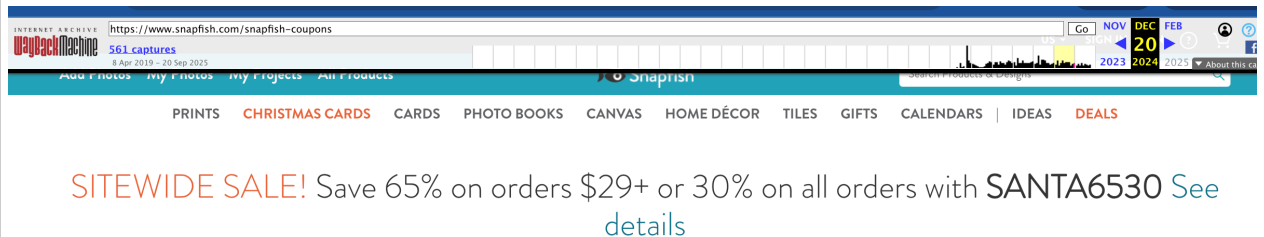
8 **December 6, 2024**



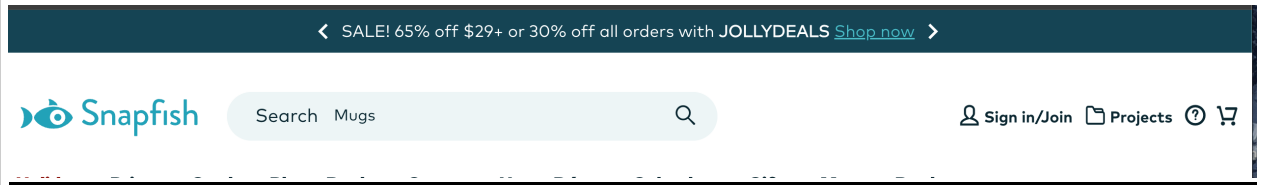
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14 **December 14, 2024**



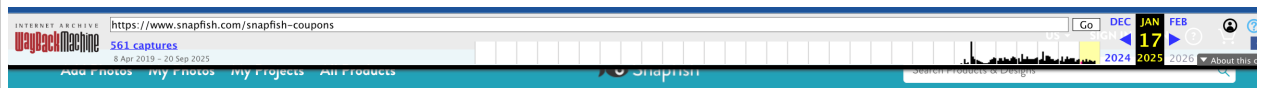
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20 **December 20, 2024**



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2 **December 22, 2024**

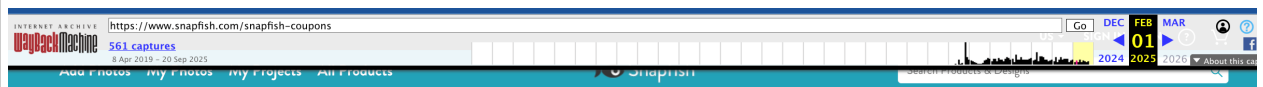


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8 **January 17, 2025**



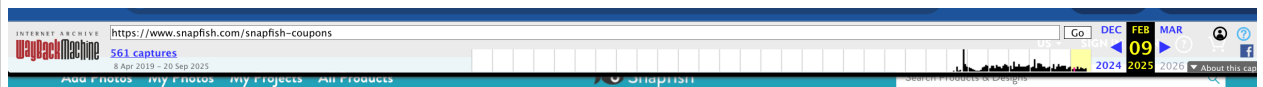
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11 **SITEWIDE SALE!** Save 50% on all orders with **50SITEJN** [See details](#)

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15 **February 1, 2025**



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19 **SITEWIDE SALE!** Save 50% on all orders with **LUVSITE50** [See details](#)

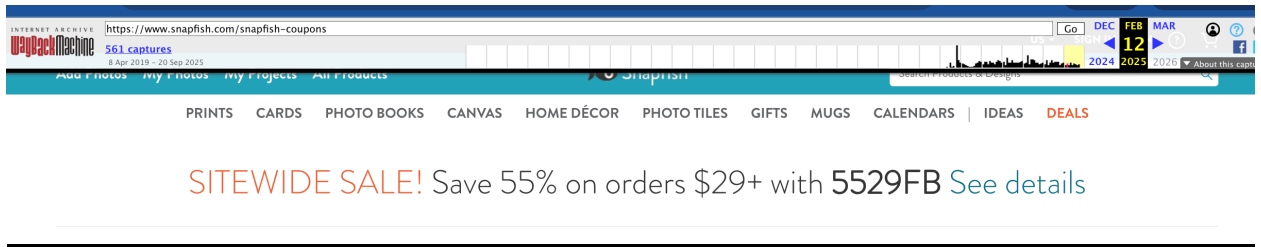
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22 **February 9, 2025**



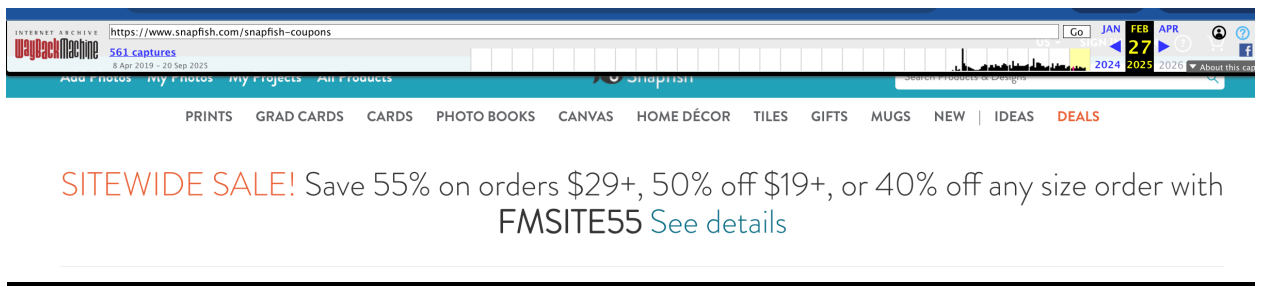
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26 **SITEWIDE SALE!** Save 60% on orders \$20+ or 35% on any size order with **6020FEB35**  
27 [See details](#)

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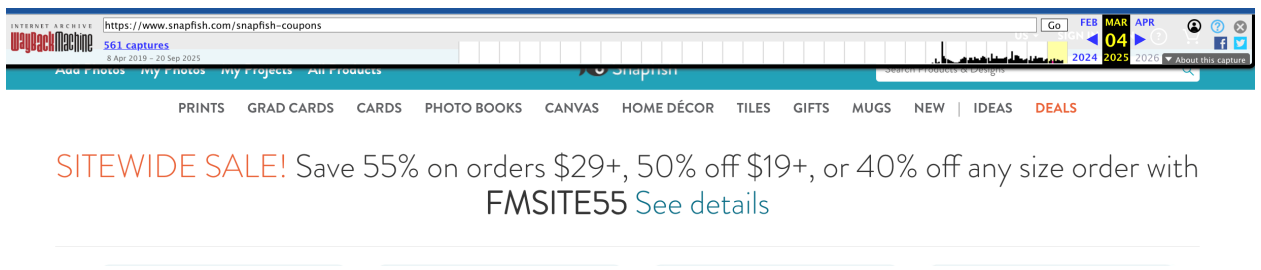
**February 12, 2025**



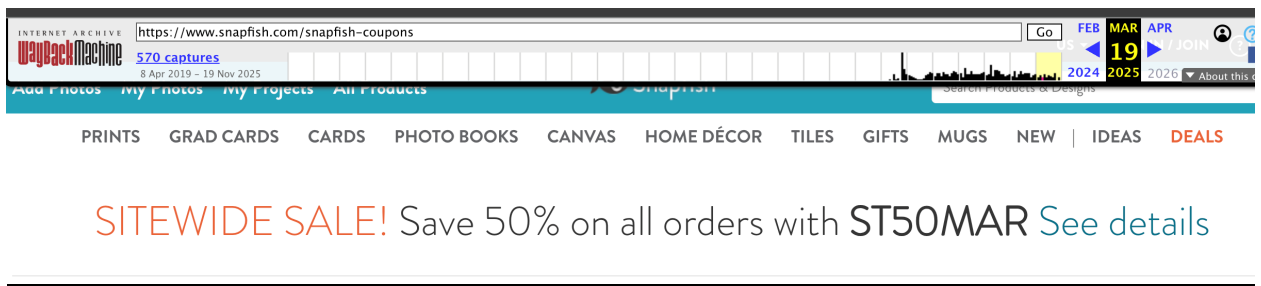
**February 27, 2025**



**March 4, 2025**



**March 19, 2025**



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2 **April 6, 2025**

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6 **SITEWIDE SALE!** Save 50% on all orders with **ST50APR** See details

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9 **April 8, 2025**

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13 **SITEWIDE SALE!** Save 50% on all orders with **ST50APR** See details

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16 **April 15, 2025**

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20 **SITEWIDE SALE!** Save 55% on \$29 or more with **55SITE29** See details

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23 **April 28, 2025**

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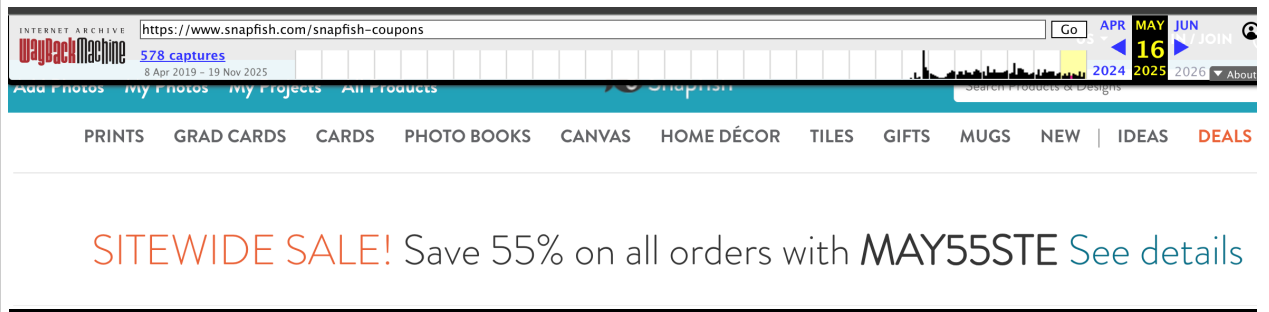
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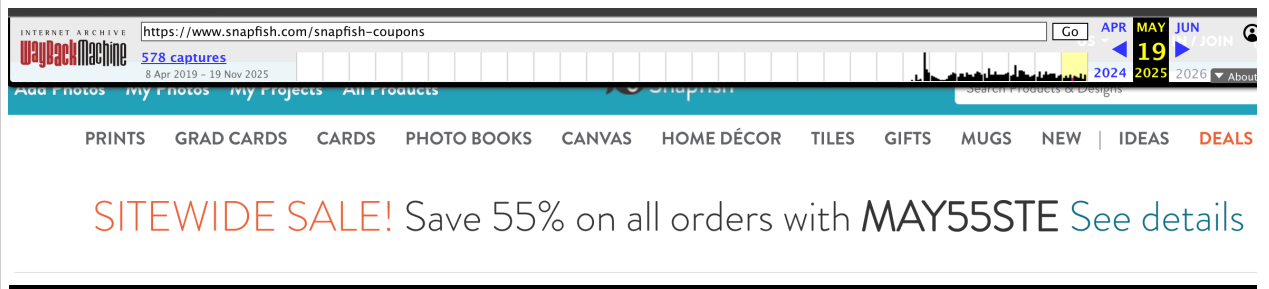
28 **SITEWIDE SALE!** Save 50% on all orders with **SITE50APR** See details

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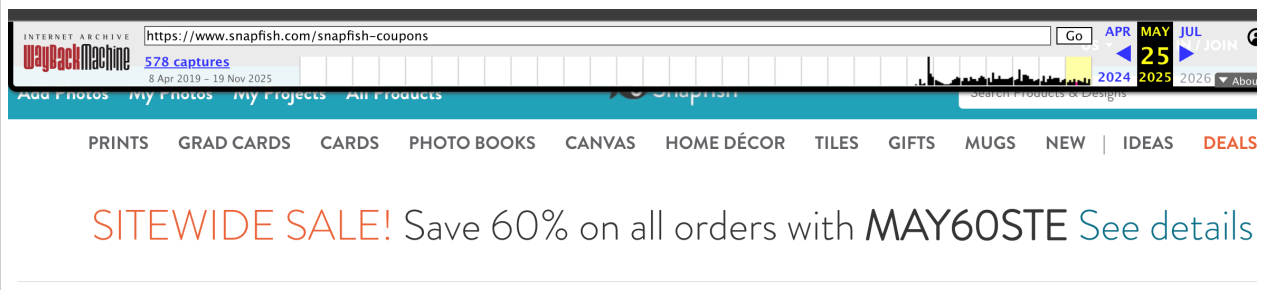
**May 16, 2025**



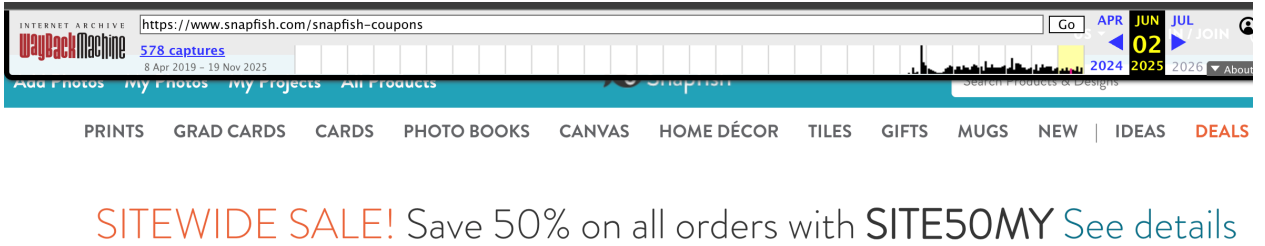
**May 19, 2025**



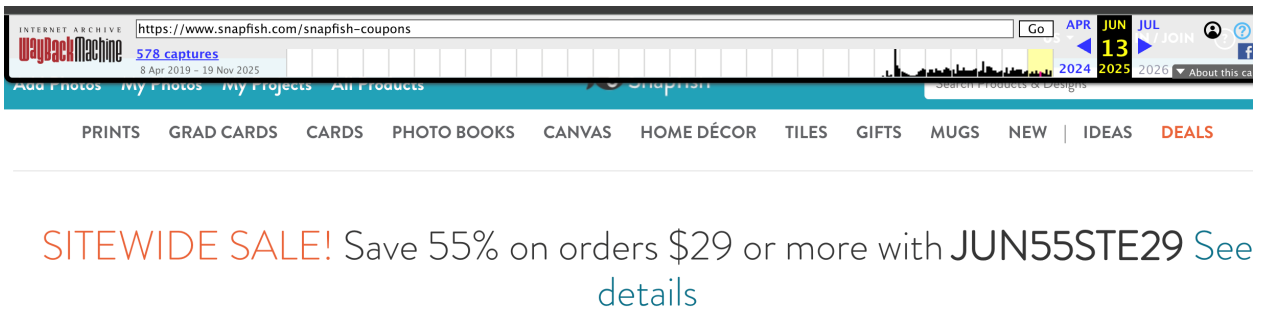
**May 25, 2025**



1 **June 2, 2025**

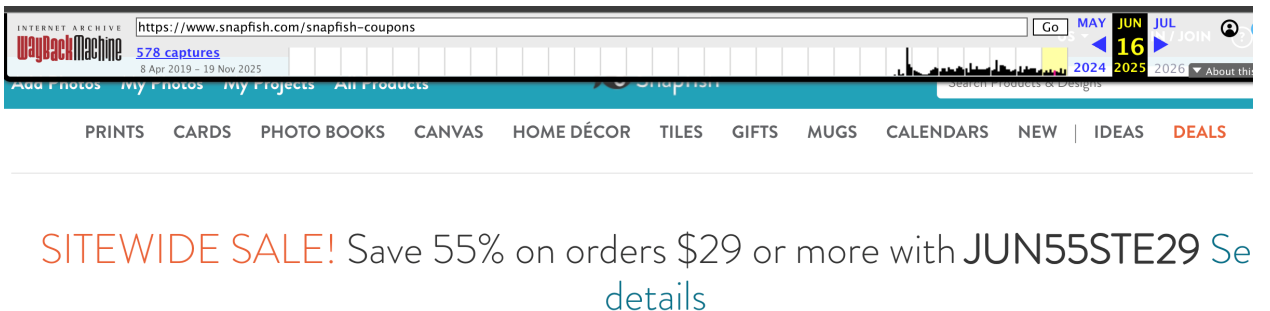


7 **June 13, 2025**

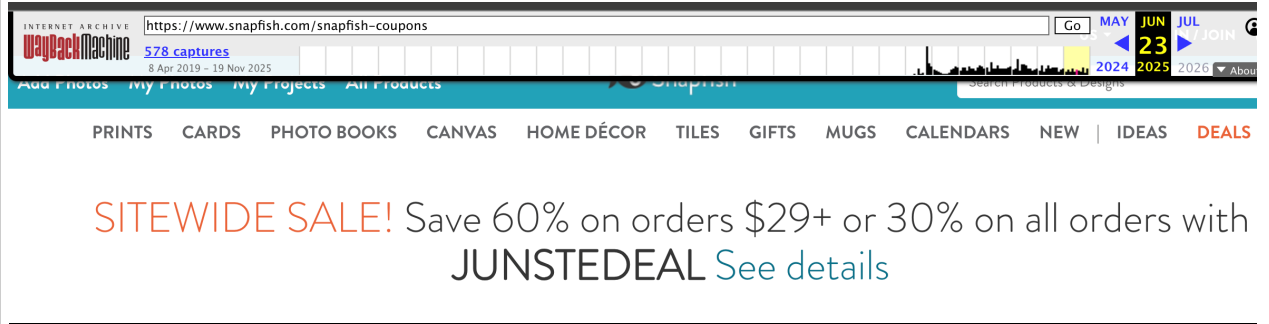


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15 **June 16, 2025**



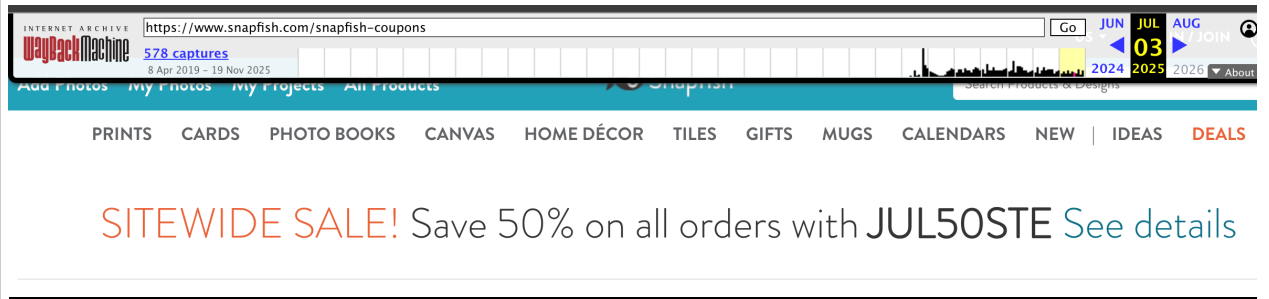
1 **June 23, 2025**



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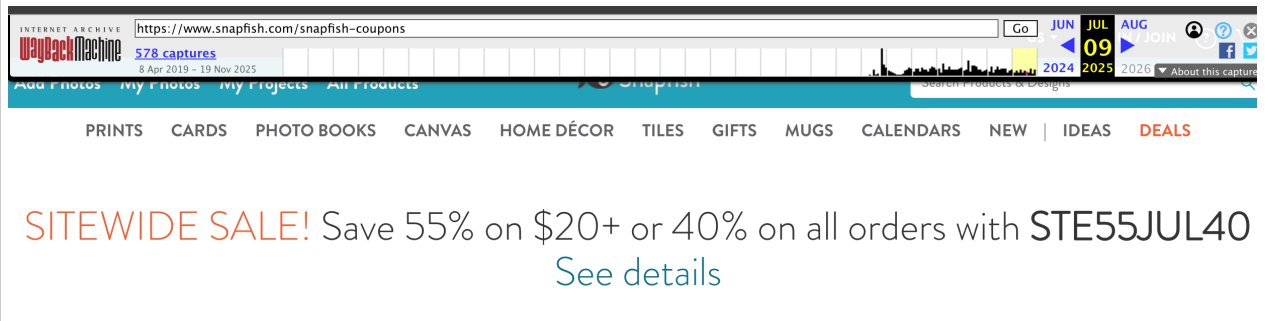
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9 **July 3, 2025**



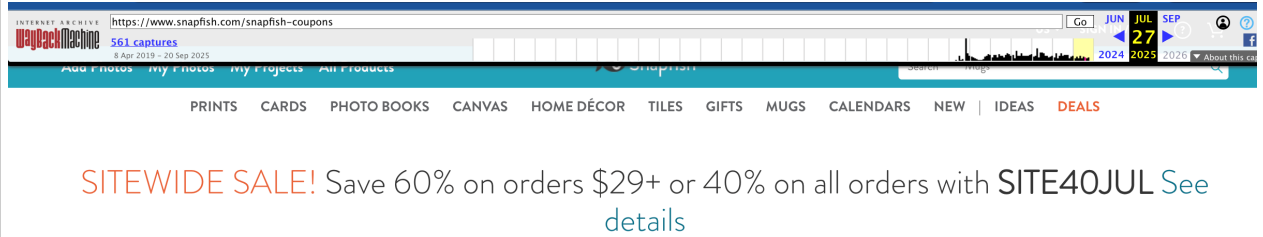
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16 **July 9, 2025**



1 **July 27, 2025**

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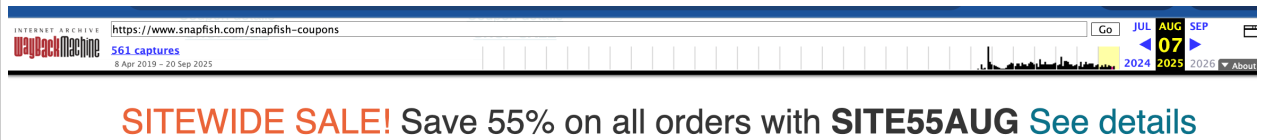
5 **SITEWIDE SALE!** Save 60% on orders \$29+ or 40% on all orders with **SITE40JUL** See details

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8 **August 7, 2025**

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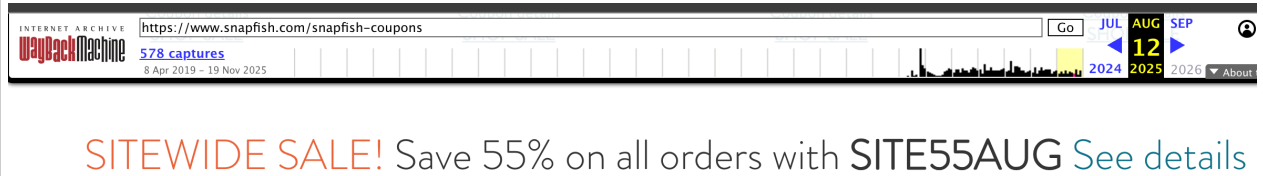
11 **SITEWIDE SALE!** Save 55% on all orders with **SITE55AUG** See details

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14 **August 12, 2025**

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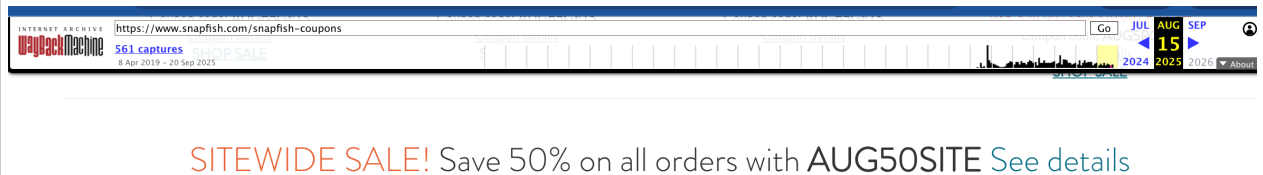
17 **SITEWIDE SALE!** Save 55% on all orders with **SITE55AUG** See details

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20 **August 15, 2025**

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23 **SITEWIDE SALE!** Save 50% on all orders with **AUG50SITE** See details

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1 **September 11, 2025**



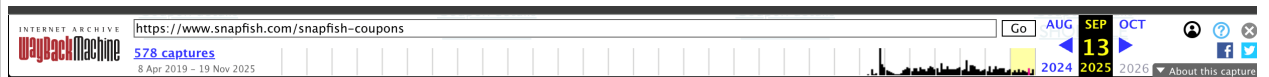
4 **SITEWIDE SALE!** 55% off orders \$29+ or 30% off all orders with SEPDEALS  
5 See details

8 **September 12, 2025**



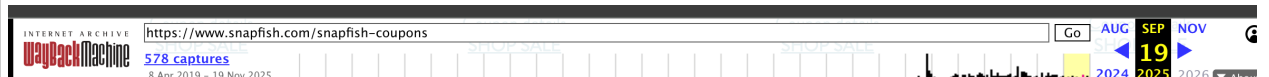
12 **SITEWIDE SALE!** 55% off orders \$29+ or 30% off all orders with SEPDEALS See details

16 **September 13, 2025**



19 **SITEWIDE SALE!** 55% off orders \$29+ or 30% off all orders with SEPDEALS  
20 See details

23 **September 19, 2025**



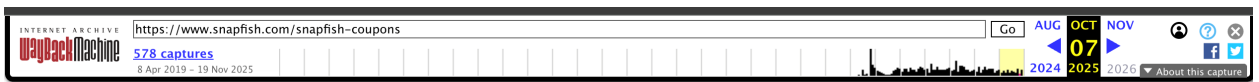
27 **SITEWIDE SALE!** 60% off all orders with SEPSITE60 See details

1 **September 20, 2025**



4 **SITEWIDE SALE! 60% off all orders with SEPSITE60 See details**

7 **October 7, 2025**



10 **SITEWIDE SALE! Save 60% on orders \$29+ or 30% on all orders OCTDEALS See details**

14 **October 16, 2025**



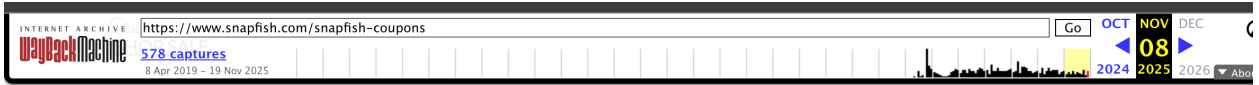
17 **SITEWIDE SALE! Save 50% on all orders OCTSTE50 See details**

21 **November 4, 2025**



24 **SITEWIDE SALE! Save 50% on all orders STEOCT50 See details**

1 **November 8, 2025**



4 SITEWIDE SALE! Save 55% on all orders STE55NOV See details

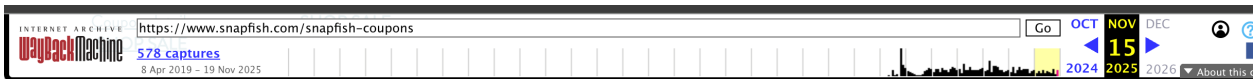
7 **November 13, 14, and 15, 2025**



10 SITEWIDE SALE! Save 70% on orders \$30+ or 40% on all orders with  
11 NOVDEALS See details



15 SITEWIDE SALE! Save 70% on orders \$30+ or 40% on all orders with  
16 NOVDEALS See details



20 SITEWIDE SALE! Save 70% on orders \$30+ or 40% on all orders with  
21 NOVDEALS See details

1 November 19, 2025



4 **SITEWIDE SALE!** Save 70% on orders \$30+ or 40% on all orders with  
 5 **NOVDEALS** [See details](#)

6

7 29. As shown above, throughout September 2024 to November 2025, there were  
 8 continuous sitewide discounts on Defendant's website. These pricing and advertising practices are  
 9 deceptive and pressure consumers, like Plaintiff, into purchasing products from Defendant at an  
 10 inflated price, or that they would not have purchased without the deception. Defendant intends to  
 11 mislead consumers into believing that they are getting a bargain by buying products from its  
 12 website on sale and at a substantial and deep discount. For many, if not all, products, Defendant  
 13 did not offer or sell the products on the website at the former price for the three months  
 14 immediately preceding the listing of the sale. Therefore, the former price is artificially inflated and  
 15 the advertised discounts are deceiving.

16 30. The above photos are just a few examples from Defendant's website that show how  
 17 it consistently lists its false discounts on the website. Upon investigation by counsel, it appears  
 18 Defendant has consistently offered site-wide discounts on its website for years.

19 ***B. Plaintiff Purchased Products that Were Falsely Advertised as Having Discounts***

20 31. Plaintiff is a resident of San Diego County, California. On or around November 28,  
 21 2025, Plaintiff purchased the following products while residing in California:

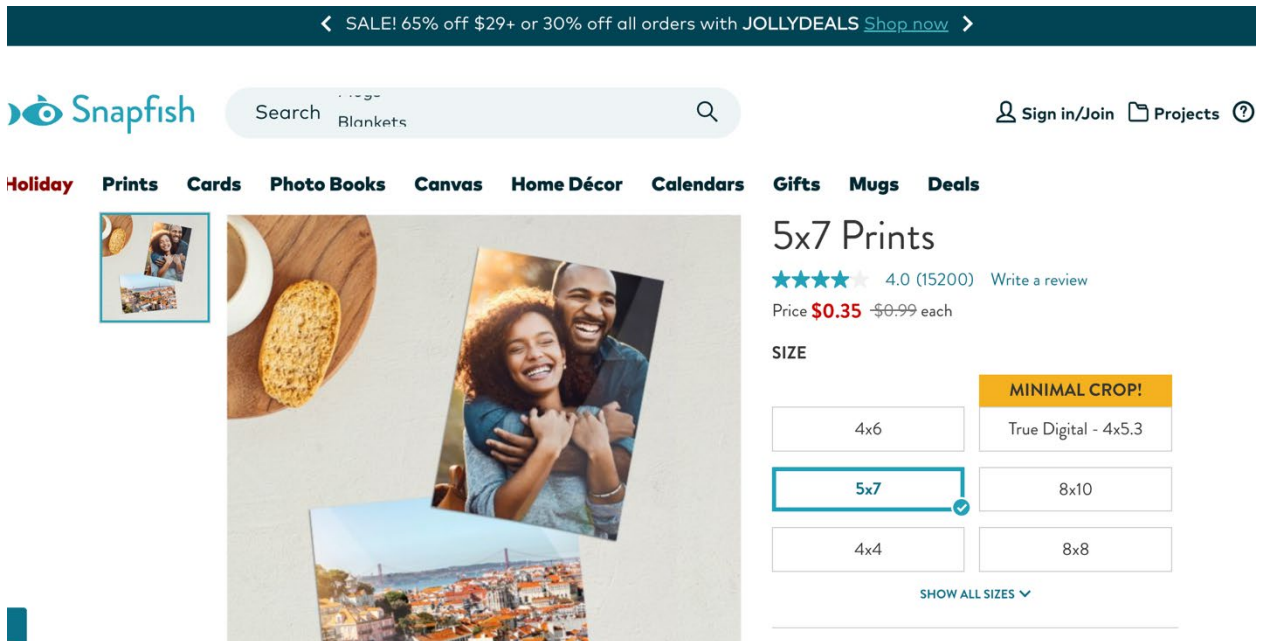
- 22 (1) Three Prints, 5x7 at a price of \$1.05 (with a strikethrough reference price of \$2.97  
 23 for all three);
- 24 (2) One Print, 8x10 at a price of \$1.15 (with a strikethrough reference price of  
 25 \$3.29);
- 26 (3) One Large Print, 11x14 at a price of \$3.50 (with a strikethrough reference price  
 27 of \$9.99);
- 28 (4) Two Large Prints, 20x30 at a price of \$7.70 each (with a strikethrough price of

\$21.99 each);

32. At the time of his purchase, Snapfish was advertising the Products as having a discount of 65% from their reference price. There was a sitewide discount on the Snapfish website at this time as well as a discount advertising 65% off Tiles, Large Prints, and Table Tops. A snapshot of Plaintiff’s email receipt is below:

Subtotal	\$60.23
Discounts: 65% off Tiles, Large Prints & Table Tops	-\$35.07
Shipping	\$16.96
Tax	\$3.27
<b>Order Total</b>	<b>\$45.39</b>

33. Furthermore, at the time of purchase, Defendant listed each of the items described above with purported discounted prices in bright red text next to a false former reference price with a strike through, like the below:



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The screenshot displays a product page for prints. At the top right, there is a teal bar with a question mark icon. Below this, there are two buttons: '+ Get more photos' and 'Add To Cart >'. The main content area shows a price reduction: 'Your prints order: ~~\$2.97~~ **\$1.05**'. Below this, a table lists the items:

5x7 Prints	<del>\$0.99</del> <b>\$0.35</b> ea.	3	<b>\$1.05</b>
<b>Total</b>		<b>3</b>	<b>\$1.05</b>

Below the table, a yellow banner contains the text 'Use code **JOLLYPRT65** [Details](#)'. Underneath, the 'Print finish' section shows two options: 'Glossy' (selected with a blue checkmark) and 'Matte'. A note states: 'This order is available for Mail Order and Pick-Up-In-Store at Walgreens, CVS. [See prices](#)'. A location pin icon indicates that print sizes are available for pick-up in store.

34. At the time of purchase, Defendant represented on its website that these Products were on sale at a discount, with a regular or former price listed as a strikethrough reference price next to the Products. However, this reference price was false.

35. Plaintiff purchased these Products for a total of \$25.16 before taxes and shipping. Snapfish falsely claimed that Plaintiff was receiving a 65% discount on his purchases from an original total price of \$60.23, as shown in the email receipt above. Here, Plaintiff purchased this product in reliance on Snapfish’s representation that \$60.23 was the former prevailing market price of all the Products and that he was receiving a material discount from that market price.

36. Plaintiff thus viewed and relied on the website’s purported discounts and sitewide sale promotions. Plaintiff also relied on the representations by Defendant that the Products were truly on sale as being sold at a substantial discount for a limited time, such that the Products were valued at the false reference price.

1 37. As evidenced by the sitewide discounts shown above, Defendant did not list or sell  
2 the Products for the ~~reference~~ reference prices shown on the website for at least the three  
3 months prior to Plaintiff's purchase (and actually much longer). Snapfish instead instituted  
4 continuous sitewide discounts on its Products.

5 38. The above-listed Products Plaintiff purchased was not substantially marked down  
6 or discounted, and any discount he was receiving had been grossly exaggerated.

7 39. For at least the 90-day period prior to Plaintiff's purchase, and even months and  
8 years more, Defendant did not list or sell any of the Products for sale on its website at their  
9 reference prices.

10 40. Plaintiff would not have purchased the Product, or would not have paid as much as  
11 he did, if he had known the Products were not discounted as advertised, and that he was not  
12 receiving the advertised discount.

13 41. Upon information and belief, Defendant enacts the same false discount scheme  
14 with many, if not all, of the Products listed on its website.

15 42. Plaintiff continues to be interested in purchasing products offered by Defendant at  
16 discounted prices, but he will be unable to trust and rely on Defendant's advertising, and so will  
17 not purchase the products from Defendant. Absent injunctive relief, Plaintiff cannot know whether  
18 Defendant's former and regular prices represent the honest prevailing market prices of the  
19 products for at least the previous three months, or if the Defendant's sales are actual perpetual.

20 ***C. The Reference Prices Are Not the Prevailing Market Price of the Products, Including***  
21 ***During the Rolling 90-day Period Prior to the Offering and/or Purchase***

22 43. Upon information and belief, Defendant is the sole manufacturer and seller of the  
23 Products. As the primary seller of the Products, Defendant sets the prevailing market price—most  
24 sales are made at Defendant's prices, because Defendant is the one making the sales.

25 44. In short, because the Products are most commonly sold by Defendant on its  
26 website, they are most commonly sold for the discounted prices that are always available from  
27 Defendant (across all Defendant's sales channels).

28 45. Upon information and belief, many, if not all, of the Products that are sold

1 anywhere are sold by Defendant on its website. To the extent the Products are sold through a  
2 third-party seller, the third-party seller's prices for the Product are not the prevailing market price.

3 **II. Research Shows That Reference Price Advertising Influences Consumer Behavior and**  
4 **Perceptions of Value**

5 46. The effectiveness of Defendant's deceitful pricing scheme is backed by  
6 longstanding research.

7 47. "By creating an impression of savings, the presence of a higher reference price  
8 enhances subjects' perceived value and willingness to buy the product."<sup>1</sup> Thus, "empirical studies  
9 indicate that, as discount size increases, consumers' perceptions of value and their willingness to  
10 buy the product increase, while their intention to search for a lower price decreases."<sup>2</sup> For this  
11 reason, the Ninth Circuit in *Hinojos* held that a plaintiff making a claim of deceptive pricing  
12 (similar to the claim at issue here) had standing to pursue his claim against the Defendant retailer.  
13 In doing so, the Court observed that "[m]isinformation about a product's 'normal' price is . . .  
14 significant to many consumers in the same way as a false product label would be." *Hinojos v.*  
15 *Kohl's Corp.*, 718 F.3d 1098, 1106 (9th Cir. 2013).

16 48. "[D]ecades of research support the conclusion that advertised reference prices do  
17 indeed enhance consumers' perceptions of the value of the deal."<sup>3</sup> According to academic studies,  
18 "[c]onsumers are influenced by comparison prices even when the stated reference prices are  
19 implausibly high."<sup>4</sup>

20 49. Further, consumers are more likely to buy a product if they believe that the product  
21 is on sale and that they are getting a product with a higher regular price and/or market value at a  
22 substantial discount.

23  
24 <sup>1</sup> Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J.  
25 Pub. Pol'y & Mktg. 52, 55 (Spring 1992).

26 <sup>2</sup> *Id.* at 56.

27 <sup>3</sup> Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Believe It or Not*, J. of Consumer  
28 Affairs, Vol. 36, No. 2, at 287 (Winter 2002).

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

1 50. Consumers that are presented with discounts are substantially more likely to make  
 2 the purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon  
 3 often closes the deal, if they are wavering or are undecided on making a purchase.”<sup>5</sup> And, “two-  
 4 thirds of consumers have made a purchase they weren’t originally planning to make solely based  
 5 on finding a coupon or discount,” while “80% [of consumers] said they feel encouraged to make a  
 6 first-time purchase with a brand that is new to them if they found an offer or discount.”<sup>6</sup>

7 51. Another academic journal explains that “[r]eference price ads strongly influence  
 8 consumer perceptions of value ... Consumers often make purchases not based on price but  
 9 because a retailer assures them that a deal is a good bargain. This occurs when ... the retailer  
 10 highlights the relative savings compared with the prices of competitors ... [T]hese bargain  
 11 assurances (Bas) change consumers’ purchasing behavior and may deceive consumers.”<sup>7</sup>

12 52. “[R]esearch has shown that retailer-supplied reference prices clearly enhance  
 13 buyers’ perceptions of value” and “have a significant impact on consumer purchasing decisions.”<sup>8</sup>

14 53. “[R]eference prices are important cues consumers use when making the decision  
 15 concerning how much they are willing to pay for the product.”<sup>9</sup> This study also concluded that  
 16 “consumers are likely to be misled into a willingness to pay a higher price for a product simply  
 17

18 \_\_\_\_\_  
 19 <sup>5</sup> Khalid Saleh, *How Discounts Affect Online Consumer Buying Behavior*, Invesp, June 16, 2024,  
 20 <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/> (last visited  
 21 September 11, 2024).

22 <sup>6</sup> RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially  
 23 Among Millennial Buyers PR NEWSWIRE (April 25, 2018), [https://www.prnewswire.com/news-  
 24 releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-  
 25 among-millennial-buyers-300635775.html#:~:text=In%2DLanguage%20News-  
 26 .RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20  
 27 Purchases%20Online,finding%20a%20coupon%20or%20discount.](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html#:~:text=In%2DLanguage%20News-.RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases%20Online,finding%20a%20coupon%20or%20discount.) (last visited September 11, 2024).

28 <sup>7</sup> Joan Lindsey-Mullikin & ross D. Petty, *Marketing Tactics Discouraging Price Search: Deception and  
 Competition*, 64 J. of Bus. Research 67 (January 2011).

<sup>8</sup> Praveen K. Kopalle & Joan Lindsey-Mullikin, *The Impact of External Reference Price On Consumer  
 Price Expectations*, 79 J. of Retailing 225 (2003).

<sup>9</sup> Jerry B. Gotlieb & Cyndy Thomas Fitzgeral, *An Investigation Into The Effects of Advertised References  
 Prices On the Price Consumers Are Willing To Pay For the Product*, 6 J. of App’d Bus. Res. 1 (1990).

1 because the product has a higher reference price.”<sup>10</sup>

2 54. Accordingly, research confirms that deceptive advertising through false reference  
3 pricing is intended to, and does, influence consumer behavior by artificially inflating consumer  
4 perceptions of an item’s value and causing consumers to spend money they otherwise would not  
5 have, purchase items they otherwise would not have, and/or purchase products from a specific  
6 retailer.

7 ***A. Consumers Suffered Harm***

8 55. Based on Defendant’s advertisements, reasonable consumers would expect that the  
9 listed regular prices are the regular prices at which Defendant usually sells its Products.

10 56. Reasonable consumers would also expect that, if they purchase during the sale,  
11 they will receive an item whose regular or former price is the advertised regular or former price  
12 and that they will receive the advertised discount from the regular or former purchase price

13 57. Plaintiff and consumers paid a “price premium” for the Products. If the reference  
14 prices were omitted from the product listings, the Plaintiff would not have purchased the Products.

15 58. Also, as further described above, Plaintiff and consumers are more likely to buy the  
16 Products if they believe that the product is on sale and that they are getting Products with a higher  
17 regular or former price at a substantial discount.

18 59. Thus, Defendant’s advertisements harm consumers by inducing them to make  
19 purchases based on false information. Not only do Defendant’s Products have a market value  
20 lower than the falsely promised regular price; the value of the products is also lower than the  
21 “sale” price. By using false reference pricing, Defendant’s advertisements artificially increase  
22 consumer demand for Defendant’s Products. This puts upward pressure on the prices that  
23 Defendant can charge for its Products. As a result, Defendant can charge a price premium for its  
24 Products that it would not be able to charge absent the misrepresentations described above, and  
25 consumers received a product worth less than the price paid.

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27  
28

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<sup>10</sup> *Id.*

1 **III. Defendant’s Deceptive Pricing Practices Violate Federal and California State Law**

2 60. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive acts  
3 or practices in or affecting commerce.” 15 U.S.C. § 45(a)(1). Under 16 C.F.R. § 233.1, which is  
4 titled Former Price Comparisons, the FTC prohibits such misleading price comparisons as the  
5 ones employed by Defendant:

- 6 (a) One of the most commonly used forms of bargain advertising is to offer a  
7 reduction from the advertiser’s own former price for an article. If the *former*  
8 *price* is the actual, bona fide price at which the article was offered to the public  
9 *on a regular basis for a reasonably substantial period of time*, it provides a  
10 legitimate basis for the advertising of a price comparison. Where the former  
11 price is genuine, the bargain being advertised is a true one. If, on the other hand,  
12 the former price being advertised is not bona fide but fictitious – for example,  
13 where an *artificial, inflated price was established for the purpose of enabling*  
14 *the subsequent offer of a large reduction* – the “bargain” being advertised *is a*  
15 *false one*; the purchaser is not receiving the unusual value he expects.
- 16 (b) A former price is not necessarily fictitious merely because no sales at the  
17 advertised price were made. The advertiser should be especially careful,  
18 however, in such a case, that the price is one at which the product was openly  
19 and actively offered for sale, for a reasonably substantial period of time, in the  
20 recent, regular course of her business, honestly and in good faith – and, of  
21 course, not for the purpose of establishing a fictitious higher price on which a  
22 deceptive comparison might be based.
- 23 (c) The following is an example of a price comparison based on a fictitious former  
24 price. John Doe is a retailer of Brand X fountain pens, which cost him \$5 each.  
25 His usual markup is 50 percent over cost; that is, his regular retail price is \$7.50  
26 in order subsequently to offer an unusual “bargain,” Doe begins offering Brand  
27 X at \$10 per pen. He realizes that he will be able to sell no, or very few, pens at  
28 this inflated price. But he doesn’t care, for he maintains that price for only a few  
days. Then he “cuts” the price to its usual level—\$7.50—and advertises:  
“Terrific Bargain: X Pens, Were \$10, Now Only \$7.50!” *This is obviously a false*  
*claim*. The advertised “bargain” is not genuine.
- (d) Other illustrations of fictitious price comparisons could be given. An advertiser  
might use a price at which he *never offered the article at all*; he might feature a  
price which was *not used in the regular course of business*, or which was *not*  
*used in the recent past* but at some remote period in the past, without making  
disclosure of that fact; he might use a price that was not openly offered to the  
public, or that was *not maintained for a reasonable length of time*, but was  
immediately reduce.

1 16 C.F.R. § 233.1 (emphasis added).

2 61. The FTCA expressly prohibits the advertising of fictitious former prices, like the  
3 scheme employed by Defendant, regardless of whether the product advertisements and  
4 representations use the words “regular,” “original,” or “former” price:

5 (e) If the former price is set forth in the advertisement, whether accompanied or not  
6 by descriptive terminology such as “Regularly,” “Usually,” “Formerly,” etc., the  
7 advertiser should make certain that the former price is not a fictitious one. If the  
8 former price, or the amount or percentage of reduction, is not stated in the  
9 advertisement, as when the ad merely states, “Sale,” the advertiser must take  
10 care that the amount of reduction is not so insignificant as to be meaningless. It  
11 should be sufficiently large that the consumer, if he knew what it was, would  
12 believe that a genuine bargain or saving was being offered. An advertiser who  
13 claims that an item has been “Reduced to \$9.99,” when the former price was  
14 \$10, is misleading the consumer, who will understand the claim to mean that a  
15 much greater, and not merely nominal, reduction was being offered.

16 16 C.F.R. § 233.1.

17 62. Defendant’s pricing scheme directly violates the FTCA.

18 63. In addition, Section 17500 of California’s False Advertising Law prohibits  
19 businesses from making statements they know or should know to be untrue or misleading. Cal.  
20 Bus. & Prof. Code § 17500. This includes statements falsely suggesting that a product is on sale,  
21 when it actually is not.

22 64. Section 17501 of California’s False Advertising Law provides that “[n]o price shall  
23 be advertised as a former price ... unless the alleged former price was the prevailing market price  
24 ... within three months next immediately preceding” the advertisement. Cal. Bus. & Prof. Code §  
25 17501.

26 65. In addition, California’s Consumer Legal Remedies Act prohibits “advertising  
27 goods or services with the intent not to sell them as advertised” and specifically prohibits “false or  
28 misleading statements of fact concerning reasons for, existence of, or amounts of price  
reductions.” Cal. Civ. Code § 1770(a)(9), (13).

66. And finally, California’s unfair competition law bans unlawful, unfair, and  
deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

1 67. Here, as described in detail above, Defendant makes untrue and misleading  
2 statements about its prices. Defendant advertises regular prices that are not its regular prices, or its  
3 former prices, and were not the prevailing market price in the three months immediately preceding  
4 the advertisement. In addition, Defendant advertised goods or services with the intent not to sell  
5 them as advertised, for example, by advertising goods having certain former prices without the  
6 intent to sell goods having those former prices. Defendant made false and misleading statements  
7 of fact concerning the reason for, existence of, and amounts of price reductions, including the  
8 existence of steep discounts, and the amounts of price reductions resulting from those discounts.  
9 And Defendant engaged in unlawful and deceptive business practices.

10 **CLASS ALLEGATIONS**

11 68. Plaintiff brings this action individually and on behalf of all others similarly  
12 situated. The proposed class is defined as:

13 **The Class:**

14 69. All persons residing in the State of California who, during the applicable  
15 limitations period, purchased one or more items from www.snapfish.com, at a represented  
16 discount from a higher reference price.

17 70. Excluded from the Class is Defendant, its subsidiaries and affiliates, officers,  
18 directors, the members of their immediate families, and any entity in which any Defendant has a  
19 controlling interest, to include the legal representatives, heirs, successors, or assigns of any such  
20 excluded party. Also excluded are the judicial officer(s) to whom this action is assigned, and the  
21 members of their immediate families.

22 71. Plaintiff reserves the right to modify or amend the definition of the proposed Class  
23 if necessary, before this Court determines whether certification is appropriate.

24 72. This case is properly brought as a class action under Fed. R. Civ. P. 23(b)(2) and  
25 (b)(3) and all requirements are met for the reasons set forth in the following paragraphs.

26 73. *Numerosity*. The members of the Class are so numerous that separate joinder of  
27 each member is impracticable. Upon information and belief, and subject to discovery, the Class  
28 consist of many thousands of members, the identity of whom are within the exclusive knowledge

1 of Defendant and can be ascertained only by resorting to Defendant’s records, discovery, and other  
2 third-party sources.

3 74. *Commonality*. There are numerous questions of law and fact common to the Class  
4 relating to Defendant’s business practices challenged herein, and those common questions  
5 predominate over any questions affecting only individual Class members. The common questions  
6 include, but are not limited to:

- 7 ○ Whether Defendant’s labeling, advertising, and marketing of the Products is false  
8 and misleading;
- 9 ○ Whether Defendant advertised false reference prices on Products offered on its  
10 website;
- 11 ○ Whether Defendant advertised price discounts from the false reference prices on  
12 the Products offered on the websites;
- 13 ○ Whether Defendant’s discounts on Products on its website are false;
- 14 ○ Whether the Products listed on Defendant’s websites were offered at their  
15 reference price for a reasonably substantial period of time during the three  
16 months prior to being offered at prices that were discounted from their reference  
17 prices;
- 18 ○ Whether the Products listed on Defendant’s websites were offered at their  
19 reference price within the three months preceding purchases by Plaintiff and class  
20 members;
- 21 ○ Whether the reference prices on Defendant’s website were the prevailing market  
22 price within the three months preceding purchases by Plaintiff and class  
23 members;
- 24 ○ Whether Defendant’s misrepresentations were material to reasonable consumers;
- 25 ○ Whether Defendant engaged in unlawful or unfair conduct prohibited by the  
26 California UCL;
- 27 ○ Whether Defendant engaged in conduct prohibited by the California FAL;

28

- 1           ○ Whether Defendant violated the CLRA’s prohibition on unfair methods of
- 2           competition and/or unfair and deceptive practices;
- 3           ○ Whether Defendant violated the FTCA;
- 4           ○ Whether Defendant harmed the Plaintiff and members of the Class;
- 5           ○ the proper measure of damages; and
- 6           ○ the declaratory and injunctive relief to which the Class is entitled.

7           75. *Typicality.* Plaintiff’s claims are typical of the claims of the other Class members in  
8 that they arise out of the same wrongful business practices engaged in by Defendant, as described  
9 herein.

10           76. *Adequacy of Representation.* Plaintiff is an adequate representative of the Class  
11 because Plaintiff has sustained damage as a result of Defendant’s uniform conduct. In addition:

- 12           ○ Plaintiff is committed to the vigorous prosecution of this action individually and
- 13           on behalf of and all others similarly situated and have retained competent counsel
- 14           experienced in the prosecution of class actions and, in particular, class actions on
- 15           behalf of consumers against financial institutions;
- 16           ○ There is no hostility of interest between Plaintiff and the unnamed Class
- 17           members;
- 18           ○ Plaintiff anticipates no difficulty in the management of this litigation as a class
- 19           action; and
- 20           ○ Plaintiff’s legal counsel has the financial and legal resources to meet the
- 21           substantial costs and legal work associated with this type of litigation.

22           77. *Predominance.* The questions of law and fact common to the Class as set forth in  
23 the “commonality” allegation above predominate over any individual issues. As such, the  
24 “commonality” allegations are restated and incorporated herein by reference.

25           78. *Superiority.* A class action is superior to other available methods and highly  
26 desirable for the fair and efficient adjudication of this controversy. Since the amount of each  
27 individual Class member’s claim is small relative to the complexity of the litigation and since the  
28 financial resources of Defendant are significant, no Class member could afford to seek legal

1 redress individually for the claims alleged herein. Therefore, absent a class action, the Class  
2 members will continue to suffer losses and Defendant’s misconduct will proceed without remedy.  
3 In addition, even if Class members themselves could afford such individual litigation, the court  
4 system could not. Given the complex legal and factual issues involved, individualized litigation  
5 would significantly increase the delay and expense to all parties and to the Court. Individualized  
6 litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a  
7 class action presents far fewer management difficulties, allows claims to be heard that might  
8 otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides  
9 the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

10 79. All conditions precedent to bringing this action have been satisfied and/or waived.

11 **FIRST CAUSE OF ACTION**  
12 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”)**  
13 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**  
14 **(On behalf of Plaintiff and the Class)**

15 80. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
16 paragraphs of this Complaint.

17 81. Plaintiff and Defendant are “persons” within the meaning of the UCL. Cal. Bus. &  
18 Prof. Code § 17200.

19 82. The UCL defines unfair competition to include any “unlawful, unfair or fraudulent  
20 business act or practice.” Cal. Bus. & Prof. Code § 17200.

21 83. Defendant violated the UCL by engaging in “unlawful, unfair, and fraudulent  
22 business acts or practices” and engaging in “unfair, deceptive, untrue or misleading advertising,”  
23 including advertising false and deceptive reference prices on its Products. Cal. Bus. & Prof. Code  
24 § 17200.

25 **a. *Unlawful Prong***

26 84. As a result of engaging in the conduct alleged in this Complaint, Defendant has  
27 violated the UCL’s proscription against engaging in “unlawful” conduct by virtue of their  
28 violations of the following laws:

1 (1) **California Bus. & Prof. Code § 17500**: As further detailed in this  
2 Complaint, Defendant violated California’s False Advertising Law, Cal. Bus. & Prof.  
3 Code §§ 17500 and 17501.

4 (2) **The Federal Trade Commission Act**: As detailed in this Complaint,  
5 Defendant violated 16 C.F.R. §§ 233.1 and 233.5.

6 (3) **Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1770(a)**: As  
7 alleged below, Defendant’s conduct, individually and collectively, violates section  
8 1770(a)(5), (7), (9), and (13) of the CLRA. Therefore, Defendant has also violated the  
9 UCL’s “unlawful” provision.

10 85. Plaintiff reserves the right to allege other violations of law, which constitute other  
11 unlawful business acts or practices. Such conduct is ongoing and continues to this date. Unless  
12 restrained and enjoined, Defendant will continue to engage in the unlawful conduct described  
13 herein.

14 86. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff  
15 and the Class. As described herein, Defendant made false and deceptive advertisements and  
16 representations regarding the reference prices on the Products it claimed were on sale. But for  
17 Defendant’s unlawful and unfair conduct, Plaintiff and Class members would not have purchased  
18 the Products.

19 87. Plaintiff has suffered injury in fact and have lost money as a result of Defendant’s  
20 conduct.

21 88. Accordingly, Plaintiff and Class Members seek restitution from Defendant of all  
22 money obtained from Plaintiff and the Class as a result of Defendant’s unlawful acts.

23 **b. Unfair Prong**

24 89. As a result of engaging in the conduct alleged herein, Defendant has violated the  
25 UCL’s proscription against “unfair” business practices.

26 90. Under the UCL, a business act or practice is “unfair” if the Defendant’s conduct is  
27 substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive,  
28 and unscrupulous, as the benefits for committing such acts or practices are outweighed by the

1 gravity of the harm to the alleged victims.

2 91. Defendant’s unfair conduct alleged in the Complaint is illegal, deceptive, unethical,  
3 and unscrupulous. Under federal and state law, making false and deceptive claims about products  
4 being marketed and sold to consumers violates the UCL.

5 92. Defendant’s deceptive marketing gave consumers the false impression that their  
6 products were regularly listed or sold on the websites for a substantially higher price in the recent  
7 past than they were and, thus, led to the false impression that Defendant’s products were being  
8 sold at a discount to a regular price.

9 93. Furthermore these acts and practices offend public policy by violating the CLRA  
10 and the California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code 17500, *et seq.*

11 94. Defendant’s conduct was and continues to be of no benefit to purchasers of the  
12 Products, as it is misleading, unfair, unlawful, and is injurious to consumers.

13 95. Therefore, Defendant’s conduct was and continues to be “unfair.”

14 96. Defendant’s violations of the UCL continue to this day. Unless restrained and  
15 enjoined, Defendant will continue to engage in the unfair conduct described herein, and Plaintiff  
16 would buy again from the Snapfish website if he knew that the pricing misrepresentations were  
17 halted and if they had the opportunity to evaluate the actual prevailing price and actual discount  
18 prices of the Products.

19 97. Defendant’s violations of the UCL continue to this day. Unless restrained and  
20 enjoined, Defendant will continue to engage in the unfair conduct described herein.

21 98. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff,  
22 as well as the Class members.

23 99. The harm to Plaintiff and members of the Class outweighs the utility of  
24 Defendant’s practices. There were reasonably available alternatives to further Defendant’s  
25 legitimate business interests, other than the unfair conduct described herein.

26 100. Accordingly, Plaintiff and the Class seek restitution from Defendant of all money  
27 obtained from Plaintiff and the Class members as a result of Defendant’s unfair competition.

28 ***c. Fraudulent Prong***

1 101. As a result of engaging in the conduct alleged herein, Defendant has violated the  
2 UCL’s proscription against “fraudulent” business practices.

3 102. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or  
4 is likely to deceive members of the consuming public. Defendant affirmatively misrepresented the  
5 reference prices of products which, in turn, misled and deceived consumers into believing that  
6 they were buying products at substantially discounted prices. Defendant’s deceptive marketing  
7 gave consumers the false impression that its products were regularly listed or sold on the website  
8 for a substantially higher price in the previous three months. Because Defendant misled Plaintiff  
9 and members of the Class, Defendant’s conduct was “fraudulent.”

10 103. Defendant’s advertisements concerning the reference price of Products on its  
11 websites were fraudulent business acts in violation of the UCL. These acts were reasonably likely  
12 to deceive consumers, and in fact did deceive Plaintiff and induce him into purchasing  
13 Defendant’s Products.

14 104. Defendant knew its Products were not actually sold at the higher reference price for  
15 a three month period of time preceding Plaintiff’s and class members purchases.

16 105. Defendant had a duty to disclose the truth about its pricing deception, including  
17 that the reference prices advertised on its website were not, in fact, prices at which Defendant’s  
18 items were listed or sold on the website in the previous three months, but in truth, the products  
19 never (or rarely) were offered or sold at the reference prices.

20 106. Defendant made these statements with the intention that Plaintiff would see them  
21 and rely on them to purchase their Products, and, in fact, Plaintiff did rely on Defendant’s  
22 fraudulent misrepresentations on Defendant’s websites when purchasing the Products.

23 107. If not for Defendant’s fraudulent acts and practices, Plaintiff would not have  
24 purchased the Products.

25 108. As a result, Plaintiff and Class Members suffered substantial injury and lost money  
26 due to Defendant’s conduct.

27 109. There were reasonably available alternatives to further Defendant’s legitimate  
28 business interests, other than the conduct described herein. As a result of Defendant’s fraudulent

1 business acts and practices, Defendant has and continues to fraudulently obtain money from  
2 Plaintiff and Class Members.

3 110. Plaintiff has no adequate remedy at law to address Defendant’s unlawful conduct.  
4 The legal remedies available to Plaintiff are not equally prompt, certain, efficient, or complete as  
5 equitable relief. Whereas equitable claims may be tried by the court, legal claims are tried by jury,  
6 which may result in delay or additional expense. Further, the Court’s discretion in fashioning  
7 equitable relief extends broader than legal damages and can be awarded in situations where  
8 establishing entitlement to damages may prove difficult, including under claims, such as the UCL,  
9 where the necessary elements differ from those governing legal claims.

10 111. Plaintiff requests that this Court cause Defendant to restore this unlawfully,  
11 unfairly, and fraudulently obtained money to them, and members of the Class, to disgorge the  
12 profits Defendant made on these transactions, and to enjoin Defendant from violating the UCL or  
13 violating it in the same fashion in the future.

14 **SECOND CAUSE OF ACTION**  
15 **VIOLATION OF CALIFORNIA’S FALE ADVERTISING LAW (“FAL”)**  
16 **Cal. Bus. & Prof. Code §§ 17500, *et seq***  
17 **(On behalf of Plaintiff and the Class)**

18 112. Plaintiff hereby incorporate by reference the allegations contained in the preceding  
19 paragraphs of this Complaint.

20 113. This claim is brought on behalf of the Plaintiff and the Class.

21 114. The California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et*  
22 *seq.*, by states, in part, that:

23 It is unlawful for any person, firm, corporation or association, or any employee  
24 thereof with intent directly or indirectly to dispose of real or personal property or  
25 to perform services, professional or otherwise, or anything of any nature  
26 whatsoever or to induce the public to enter into any obligation relating thereto, to  
27 make or disseminate or cause to be made or disseminated before the public in this  
28 state, or to make or disseminate or cause to be made or disseminated from this state  
before the public in any state, in any newspaper or other publication, or any  
advertising device, or by public outcry or proclamation, or in any other manner or  
means whatever, including over the Internet, any statement, concerning that real or  
personal property or those services, professional or otherwise, or concerning any  
circumstance or matter of fact connected with the proposed performance or  
disposition thereof, **which is untrue or misleading, and which is known, or**

1       **which by the exercise of reasonable care should be known, to be untrue or**  
2       **misleading...**

3 Cal. Bus. & Prof. Code § 17500. (emphasis added).

4       115. A separate section of the FAL, Cal. Bus. & Prof. Code § 17501, also provides that:

5       For the purposes of this article the worth or value of any thing advertised is the  
6       prevailing market price, wholesale if the offer is at wholesale, retail if the offer is  
7       at retail, at the time of publication of such advertisement in the locality wherein the  
8       advertisement is published.

9       No price shall be advertised as a *former price* of any advertised thing, unless the  
10       alleged former price was the *prevailing market price* as above defined within *three*  
11       *months next immediately preceding* the publication of the advertisement of unless  
12       the date when the alleged former price did prevail is clearly, exactly and  
13       conspicuously stated in the advertisement.

14 Cal. Bus. & Prof. Code § 17501. (emphasis added).

15       116. As used in the FAL:

16       (a) The term “prevailing market price” refers to the “retail price” if the offer is at  
17       retail.”

18       (b) The term “advertised thing” refers to the exact same product offered—*not* an  
19       equivalent or similar product. *People v. Superior Ct. (J.C. Penney Corp.)*, 24 Cal  
20       App. 5th 376, 412 (2019) (“if the advertisement specifies a precise item—say, by  
21       reference to name, brand, or other distinctive features ... the market and therefore  
22       the market price is potentially determined on the basis of sales of *that item only.*”)  
23       (emphasis added).

24       (c) The term “ ‘former price’ ... includes but is not limited to the following words  
25       and phrases when used in connection with advertised prices: ‘formerly—,’  
26       ‘regularly—,’ ‘usually—,’ ‘originally—,’ ‘reduced from \_\_,’ ‘was \_\_ now \_\_,’  
27       ‘\_\_ % off.’” 4 Cal. Code Regs., § 1301 (emphasis added).

28       (d) The “three-month period is properly construed as a ‘rolling’ period, that is, one  
whose beginning and end changes each day, thus requiring a daily recalculation  
of the prevailing market price during the three-month period.” *People v. Superior*  
*Ct. (J.C. Penney Corp.)*, 24 Cal App. 5th 376, 416 n.26 (2019) (emphasis added).

1 117. Defendant violated Cal. Bus. & Prof. Code § 17500.

2 118. Defendant violated Cal. Bus. & Prof. Code § 17501.

3 119. As alleged more fully above, Defendant advertises former prices along with  
4 discounts on its websites. Defendant does this, for example, by crossing out a higher price (e.g.  
5 \$150) and displaying it next to a lower, discounted price. Reasonable consumers would understand  
6 prices denoted as regular prices from which time-limited discounts are calculated to denote  
7 “former” prices, i.e., the prices that Defendant charges before the discount went into effect.

8 120. The reference prices advertised as former or regular prices on Defendant’s websites  
9 are not former or regular prices under the FAL. Defendant rarely, if ever, offered Products on the  
10 websites at the reference prices within three months immediately preceding the publication of the  
11 reference prices. Additionally, the reference prices shown were not the prevailing market prices  
12 for the Products in the three months immediately preceding the publication.

13 121. Defendant did not verify that the advertised reference prices were the prevailing  
14 market prices within the preceding three months. On information and belief, Defendant had no  
15 policies or procedures to verify and update the reference prices on a daily basis.

16 122. As alleged more fully above, Defendant advertised false sitewide discounts on  
17 Products on its website. Defendant did this by continuously advertising and offering sitewide  
18 discounts on Products on its website through listings and advertisements on its websites that stated  
19 “SITEWIDE SALE!” and “Save XX%”. Reasonable consumers would understand these discounts  
20 to mean they were purchasing products at a price that was lower than the regular or former price of  
21 the products.

22 123. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw,  
23 read, and reasonably relied on the false reference prices when purchasing Defendant’s Products.  
24 Defendant’s misrepresentations were a substantial factor in the Plaintiff’s purchase decisions.

25 124. Plaintiff relied on Defendant’s false advertisements with regard to the Products, at  
26 the time of purchase.

27 125. As a result of Defendant’s violation of the FAL, Plaintiff and Class Members  
28 suffered substantial injury and lost money.

1 126. Plaintiff has no adequate remedy at law to address Defendant’s unlawful conduct.  
2 The legal remedies available to Plaintiff are not equally prompt, certain, efficient, or complete as  
3 equitable relief. Whereas equitable claims may be tried by the court, legal claims are tried by jury,  
4 which may result in delay or additional expense. Further, the Court’s discretion in fashioning  
5 equitable relief extends broader than legal damages and can be awarded in situations where  
6 establishing entitlement to damages may prove difficult, including under claims, such as the FAL,  
7 where the necessary elements differ from those governing legal claim.

8 127. Pursuant to Cal. Bus. & Prof. Code § 17535, this Court has the power to award  
9 such equitable relief, including but not limited to an order declaring the reference prices listed on  
10 Defendant’s Products’ to be unlawful, an order enjoining Defendant from engaging in any such  
11 further unlawful conduct, and an order directing Defendant to refund to Plaintiff and Class  
12 Members all monies wrongfully collected as a result of its false advertisements.

13 **THIRD CAUSE OF ACTION**  
14 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT (“CLRA”)**  
15 **(Cal. Civ. Code §§ 1750, *et seq.*)**  
16 **(On behalf of Plaintiff and the Class)**

17 128. Plaintiff hereby incorporate by reference the allegations contained in the preceding  
18 paragraphs of this Complaint.

19 129. Plaintiff and members of the Class are “consumers,” as that term is defined by Civil  
20 Code § 1761(d), because they purchased Products for personal, family, or household purposes.

21 130. Plaintiff and Class members have engaged in a “transaction” with Defendant, as  
22 that term is defined by Civil Code § 1761(e).

23 131. The conduct alleged in this Complaint constitutes unfair methods of competition  
24 and unfair and deceptive acts and practices for purposes of the CLRA, and was undertaken by  
25 Defendant in transactions intended to result in, and which resulted in, the sale of goods or services  
26 to consumers.

27 132. As described more fully above, Defendant made and disseminated untrue and  
28 misleading statements of fact in its advertisements to class members. Defendant did this by using  
fake reference prices, i.e., reference prices that are not the prevailing market price, and/or were not

1 the prevailing market price within the three months preceding the publication of the discount, and  
2 advertising fake discounts.

3 133. As a result of Defendant’s conduct, Plaintiff and Class members purchased  
4 Defendant’s Products for their use.

5 134. By engaging in the conduct described herein, Defendant has violated the following  
6 subdivision of California Code § 1770(a) by:

7 (5) Representing that goods or services have sponsorship, approval,  
8 characteristics, ingredients, uses, benefits, or quantities which they do not have  
9 ...

10 (7) Representing that goods or services are of a particular standard, quality, or  
11 grade, or that goods are of a particular style or model, if they are of another.

12 (9) Advertising goods or services with intent not to sell them as advertised.

13 (13) Making false or misleading statements of fact concerning reasons for,  
14 existence of, or amounts of price reductions.

15 135. Regarding section 1770(a)(13), Defendant made false or misleading statements of  
16 fact concerning the “existence of” and the “amounts of price reductions” because (a) no true price  
17 reductions existed in that Defendant’s Products were rarely, if ever, offered for sale and/or sold on  
18 the websites at the higher reference prices, let alone on a regular basis within the three months  
19 immediately preceding the publication of the reference prices, (b) the reference prices Defendant  
20 advertised in connection with its Products are not prevailing market prices because, on information  
21 and belief, the Products were not sold elsewhere at the reference prices on a regular basis within  
22 the three months immediately preceding the publication of the reference prices, and (c) Defendant  
23 falsely represents the Products as on sale for a limited time when in truth it appears they are  
24 perpetually sold at the advertised “sale” prices.

25 136. With regards to sections 1770(a)(5), (7), and (9), Defendant advertised and  
26 represented Products on the websites with the “intent not to sell” them as advertised and  
27 misrepresenting product characteristics and standards because, as explained herein, the false  
28 reference prices advertised in connection with products offered on the website misled and continue

1 to mislead customers into believing the Products were previously offered for sale and/or sold on  
2 the websites at the higher reference prices during the three months preceding the advertisement.

3 137. Defendant intended for Plaintiff and the Class to rely on its aforementioned unfair  
4 and deceptive acts and practices, including the misrepresentations and omissions alleged above.

5 138. Defendant's violations of the CLRA proximately caused injury in fact to Plaintiff  
6 and the Class.

7 139. Plaintiff reasonably relied on Defendant's representations. Absent Defendant's  
8 misrepresentations, Plaintiff would not have purchased the items he purchased from Defendant.  
9 Plaintiff's reliance was a substantial factor in causing him harm.

10 140. Defendant continues to violate the CLRA and continues to injure the public by  
11 misleading consumers with its false reference prices and fake discount scheme. Accordingly,  
12 Plaintiff seeks injunctive relief on behalf of the general public to prevent Defendant from  
13 continuing to engage in these deceptive and illegal practices. Otherwise, Plaintiff, the Class  
14 members, and members of the general public may be irreparably harmed or denied an effective  
15 and complete remedy if such an order is not granted.

16 141. In accordance with Cal Civil Code § 1780(a) ad 1782(d), Plaintiff and the Class  
17 seek injunctive relief on behalf of the general public for violations of the CLRA.

18 142. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff, individually and on behalf of the  
19 Class, seek a Court order enjoining the above-described wrongful acts and practices of Defendant  
20 and for restitution and disgorgement.

21 143. Plaintiff reserves the right to amend to complaint pursuant to Section 1782(d) and  
22 seek damages under the CLRA after notice has been provided pursuant to California Civil Code §  
23 1782(a).

24 **REQUEST FOR RELIEF**

25 WHEREFORE, Plaintiff and members of the Class, respectfully request that the Court:

- 26 a. Certify this case as a class action, designating Plaintiff as class representatives and  
27 designating the undersigned as Class Counsel;  
28 b. Declaring that Defendant's conduct violates the statutes set forth above;

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- c. Award Plaintiff and the Class actual damages in an amount according to proof;
- d. Award Plaintiff and the Class restitution in an amount to be proven at trial;
- e. Award Plaintiff and the Class pre-judgment interest in the amount permitted by law;
- f. Award Plaintiff and their attorneys fees and costs as permitted by law;
- g. Declare Defendant’s practices outlined herein to be unlawful;
- h. Grant equitable and/or injunctive relief, including to enjoin Defendant from engaging in the practices outlined herein;
- i. Grant Plaintiff and the Class a trial by jury;
- j. Grant leave to amend these pleadings to conform to evidence produced at trial; and
- k. Grant such other relief as the Court deems just and proper, including all forms of relief provided for under the UCL, CLRA, and FAL.

Dated: February 27, 2026

WALKUP, MELODIA, KELLY & SCHOENBERGER



By:

\_\_\_\_\_  
DORIS CHENG

**JENNINGS & EARLEY PLLC**  
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[winston@jefirm.com](mailto:winston@jefirm.com)

\*Pro hac vice to be submitted

Attorneys for PLAINTIFFS

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

Dated: February 27, 2026

WALKUP, MELODIA, KELLY & SCHOENBERGER



By: \_\_\_\_\_

DORIS CHENG

**JENNINGS & EARLEY PLLC**  
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\*Pro hac vice to be submitted

Attorneys for PLAINTIFFS

CIVIL COVER SHEET - for people without lawyers only

See Civil Local Rule 3-2 (amended April 28, 2025), which requires the filing of a civil cover sheet only by those unrepresented by counsel.

I. PLAINTIFF(S)

Sean Haratyk, individually and on behalf of all others similarly situated,

County of Residence of First Listed Plaintiff: San Diego

Attorney or Pro Se Litigant Information (Firm Name, Address, and Telephone Number) Doris Cheng, SB#197731, Walkup Melodia Kelly & Schoenberger, 650 California Street, 26th Floor, San Francisco, CA 94108 (415) 981-7210

DEFENDANT(S)

Snapfish, LLC.

County of Residence of First Listed Defendant: Santa Clara

Defendant's Attorney's Name and Contact Information (if known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- U.S. Government Plaintiff, Federal Question, U.S. Government Defendant, Diversity

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: 28 U.S.C. § 1332(d)(2) Brief description of case: Unfair Competition and False Advertising

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- Original Proceeding, Removed from State Court, Remanded from Appellate Court, Reinstated or Reopened, Transferred from Another District, Multidistrict Litigation-Transfer, Multidistrict Litigation-Direct File

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES

Table for Plaintiff and Defendant citizenship: Citizen of California, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In California, Incorporated and Principal Place of Business In Another State, Foreign Nation

VII. REQUESTED IN COMPLAINT

- Check if the complaint contains a jury demand. Check if the complaint contains a monetary demand. Amount: \$5,000,000.00 Check if the complaint seeks class action status under Fed. R. Civ. P. 23. Check if the complaint seeks a nationwide injunction or Administrative Procedure Act vacatur.

VIII. RELATED CASE(S) OR MDL CASE

Provide case name(s), number(s), and presiding judge(s).

IX. DIVISIONAL ASSIGNMENT pursuant to Civil Local Rule 3-2

- SAN FRANCISCO/OAKLAND, SAN JOSE, EUREKA-MCKINLEYVILLE

DATE 02/27/2026

SIGNATURE OF ATTORNEY OR PRO SE LITIGANT

Handwritten signature

## COMPLETING THE CIVIL COVER SHEET

Complete the form as follows:

- I. Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.
- Attorney/Pro Se Litigant Information.** Enter the firm name, address, telephone number, and email for attorney of record or pro se litigant. If there are several individuals, list them on an attachment.
- II. Jurisdiction.** Under Federal Rule of Civil Procedure 8(a), pleadings must establish the basis of jurisdiction. If multiple bases for jurisdiction apply, prioritize them in the order listed:
- (1) *United States plaintiff.* Jurisdiction based on 28 U.S.C. §§ 1345 and 1348 for suits filed by the United States, its agencies or officers.
  - (2) *United States defendant.* Applies when the United States, its agencies, or officers are defendants.
  - (3) *Federal question.* Select this option when jurisdiction is based on 28 U.S.C. § 1331 for cases involving the U.S. Constitution, its amendments, federal laws, or treaties (but use choices 1 or 2 if the United States is a party).
  - (4) *Diversity of citizenship.* Select this option when jurisdiction is based on 28 U.S.C. § 1332 for cases between citizens of different states and complete Section VI to specify the parties’ citizenship. Note: Federal question jurisdiction takes precedence over diversity jurisdiction.
- III. Cause of Action.** Enter the statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless jurisdiction is based on diversity. Example: U.S. Civil Statute: 47 U.S.C. § 553. Brief Description: Unauthorized reception of cable service.
- IV. Nature of Suit.** Check one of the boxes. If the case fits more than one nature of suit, select the most definitive or predominant.
- V. Origin.** Check one of the boxes:
- (1) *Original Proceedings.* Cases originating in the United States district courts.
  - (2) *Removed from State Court.* Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
  - (3) *Remanded from Appellate Court.* Check this box for cases remanded to the district court for further action, using the date of remand as the filing date.
  - (4) *Reinstated or Reopened.* Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) *Transferred from Another District.* Check this box for cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within-district transfers or multidistrict litigation (MDL) transfers.
  - (6) *Multidistrict Litigation Transfer.* Check this box when a multidistrict (MDL) case is transferred into the district under authority of Title 28 U.S.C. § 1407.
  - (7) *Multidistrict Litigation Direct File.* Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- VI. Residence (citizenship) of Principal Parties.** Mark for each principal party *only* if jurisdiction is based on diversity of citizenship.
- VII. Requested in Complaint.**
- (1) *Jury demand.* Check this box if plaintiff’s complaint demanded a jury trial.
  - (2) *Monetary demand.* For cases demanding monetary relief, check this box and enter the actual dollar amount being demanded.
  - (3) *Class action.* Check this box if plaintiff is filing a class action under Federal Rule of Civil Procedure 23.
  - (4) *Nationwide injunction.* Check this box if plaintiff is seeking a nationwide injunction or nationwide vacatur pursuant to the Administrative Procedures Act.
- VIII. Related Cases.** If there are related pending case(s), provide the case name(s) and number(s) and the name(s) of the presiding judge(s). If a short-form MDL complaint is being filed, furnish the MDL case name and number.
- IX. Divisional Assignment.** Identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.” Note that case assignment is made without regard for division in the following case types: Property Rights (Patent, Trademark and Copyright), Prisoner Petitions, Securities Class Actions, Anti-Trust, Bankruptcy, Social Security, and Tax.



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: