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

NAOMI HEILMAN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ABERCROMBIE & FITCH CO.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

6 NATURE OF THE ACTION

7 1. Defendant has nickel and dimed online purchasers on its websites in violation of
8 California’s Consumer Legal Remedies Act (“CLRA”).

9 2. Defendant operates several e-commerce websites, among them
10 www.abercrombie.com (“Abercrombie”) and www.hollister.com (“Hollister”) (together, the
11 “Websites”). Whenever a consumer visits one of the Websites and selects an item for purchase,
12 they are not shown the total cost upfront. Instead, consumers are quoted an artificially low price,
13 only for Defendant to sneak in a mandatory “handling” fee (the “Fee”) at the end of the purchase
14 process.

15 3. This practice is known as drip pricing. “Businesses engage in drip pricing by
16 advertising products at artificially low headline price and then disclosing additional charges later in
17 the buying process.” *Harvey v. World Mkt., LLC*, No. 25-cv-01242-CRB, 2025 WL 1359066, at *1
18 (N.D. Cal. May 9, 2025).

19 4. Drip pricing has long violated California law. “California banned bait and switch in
20 consumer transactions when it passed the Consumers Legal Remedies Act (the ‘CLRA’) in 1970.”
21 *Mansfield v. StockX LLC*, 802 F. Supp. 3d 1143, 1148 (N.D. Cal. 2025) (citation omitted). And “[a]
22 common form of bait and switch is drip pricing.” *Id.*

23 5. Although the existing provisions are clear, the California legislature “recently
24 amended the CLRA to *directly prohibit* drip pricing.” *Mansfield*, 802 F. Supp. 3d at 1148
25 (emphasis added). Effective July 1, 2024, California Civil Code § 1770(a)(29)(A) makes it
26 unlawful to “[a]dvertis[e], display[], or offer[] a price for a good or service that does not include all
27 mandatory fees or charges other than either” “[t]axes or fees imposed by a government on the
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1 transaction” or “[p]ostage or carriage charges that will be reasonably and actually incurred to ship
2 the physical good to the consumer.”

3 6. Defendant’s mandatory Fee is neither of these. According to the California Attorney
4 General’s Office, “[a] business can exclude shipping charges, but not handling charges. ... Like
5 any other mandatory fee or charge, a handling charge must be included in the advertised price.”¹

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

13 *Mansfield*, 802 F. Supp. 3d at 1148.

14 8. For these reasons, Plaintiff seeks relief in this action individually and on behalf of
15 all other purchasers for Defendant’s sales in the state of California for reasonable attorneys’ costs
16 and fees and injunctive relief under California Civil Code §§ 1770(a)(29)(A) and 1770(a)(9).

17 JURISDICTION AND VENUE

18 9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
19 1332(d) because this is a class action where there are more than 100 members and the aggregate
20 amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least
21 one member of the putative Class is a citizen of a state different from Defendant.

22 10. This Court has personal jurisdiction over Defendant because Defendant sells items
23 to consumers in the state of California through its website as part of its regular course of business
24 and collects unlawfully applied fees from Californians. Defendant targets consumers whom it

25 ¹ OFFICE OF THE ATTORNEY GENERAL, CAL. DEP’T OF JUSTICE, *SB 478 Frequently Asked Questions*,
26 <https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf>.

27 ² *Id.*

28 ³ *Id.* (emphasis in original).

⁴ *Id.*

1 knows to reside in California based on shipping information provided during checkout. Defendant
2 also uses multiple ad networks to track website user behavior and deliver targeted ads to
3 Californian residents, like Plaintiff.

4 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial
5 part of the events or omissions giving rise to the claims occurred in this District.

6 **PARTIES**

7 12. Plaintiff Naomi Heilman is an individual consumer who, at all times material hereto,
8 was a citizen and resident of Oakland, California.

9 13. On April 21, 2025, Plaintiff purchased an A&F Giselle Pleated Cutout Maxi Dress,
10 (SKU 65766526) from the Abercrombie Website. During this transaction, Plaintiff was required to
11 pay Defendant a bundled Shipping & *Handling* Fee of \$7.00 to purchase her product. This fee was
12 mandatory because Plaintiff cannot make a shipping purchase from the website under \$99 without
13 paying the fee.

14 14. At the time Plaintiff purchased her product, she was not aware that Defendant's
15 practices were unlawful under California Civil Code §§ 1770(a)(9) and 1770(a)(29)(A). Plaintiff
16 was not browsing in search of legal violations. Plaintiff was instead browsing because she sincerely
17 intended to purchase a product, and she did in fact purchase a product.

18 15. The transaction flow process that Plaintiff viewed on Defendant's website was
19 substantially similar as that depicted in this Complaint. Regardless of whichever product a
20 consumer selects for purchase, Defendant's Handling Fee is not initially disclosed.

21 16. Defendant Abercrombie & Fitch Co. ("Defendant") is a Delaware corporation with
22 its principal place of business in New Albany, Ohio. Defendant offers for purchase clothing from
23 its various store brands throughout the United States, including in the state of California. Defendant
24 owns and operates the universally accessible, interactive websites www.bercrombie.com and
25 www.hollister.com, which accept orders from California and deliver products to California as part
26 of its regular course of business. Defendant also has numerous brick-and-mortar stores in
27 California.

FACTUAL ALLEGATIONS

California’s Honest Pricing Law

17. Effective July 1, 2024, California enacted California Civil Code § 1770(a)(29)(A), which makes it unlawful to “[a]dvertis[e] display[], or offer[] a price for a good or service that does not include all mandatory fees or charges.” The only two exceptions to this general prohibition are (1) “[t]axes or fees imposed by a government on the transaction[]” and (2) “[p]ostage or carriage charges that will be reasonably and actually incurred to ship the physical goods to the consumer.”

18. Handling charges, however, are not postage or carrier charges that are “reasonably and actually incurred to ship the physical goods to the consumer.” According to the California Attorney General’s Office, “[a] business can exclude shipping charges, but not handling charges. ... Like any other mandatory fee or charge, a *handling* charge must be included in the advertised price.” (Emphasis in original).⁵

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

20. And according to Attorney General of California Rob Bonta, “[w]e can and should stop the fleecing of consumers. We can and should stop the imbalance in the marketplace.”⁷

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⁵ 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>.

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

⁷ *Id.*

Abercrombie's Hidden Fee

21. When a consumer visits the Abercrombie website, on the main page they are shown a variety of products.

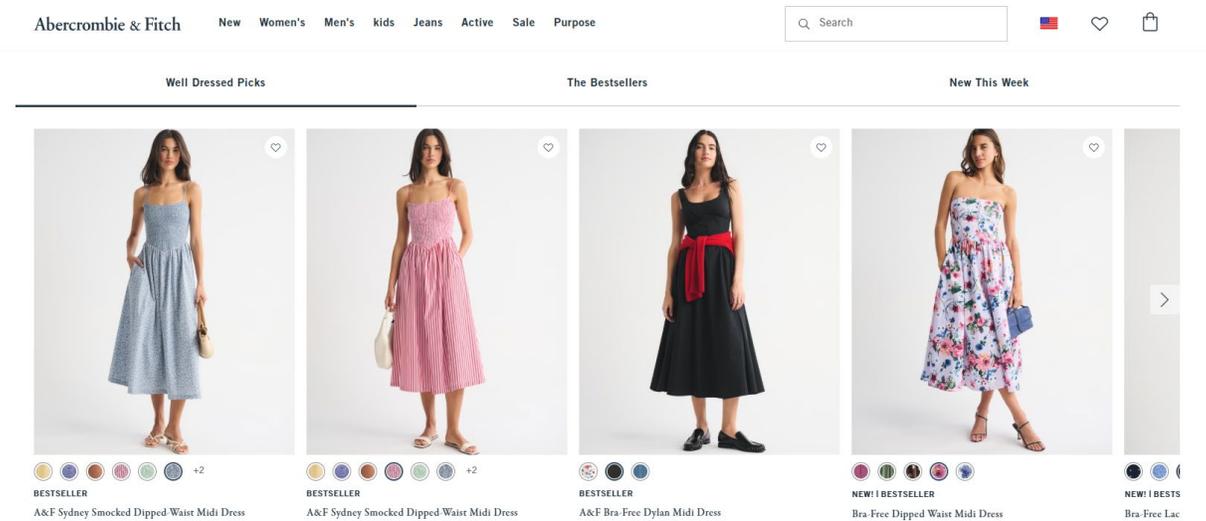


Figure 1

22. After a consumer clicks on a particular product, they are taken to a product page which displays a price for that particular product that does not include any handling fee.

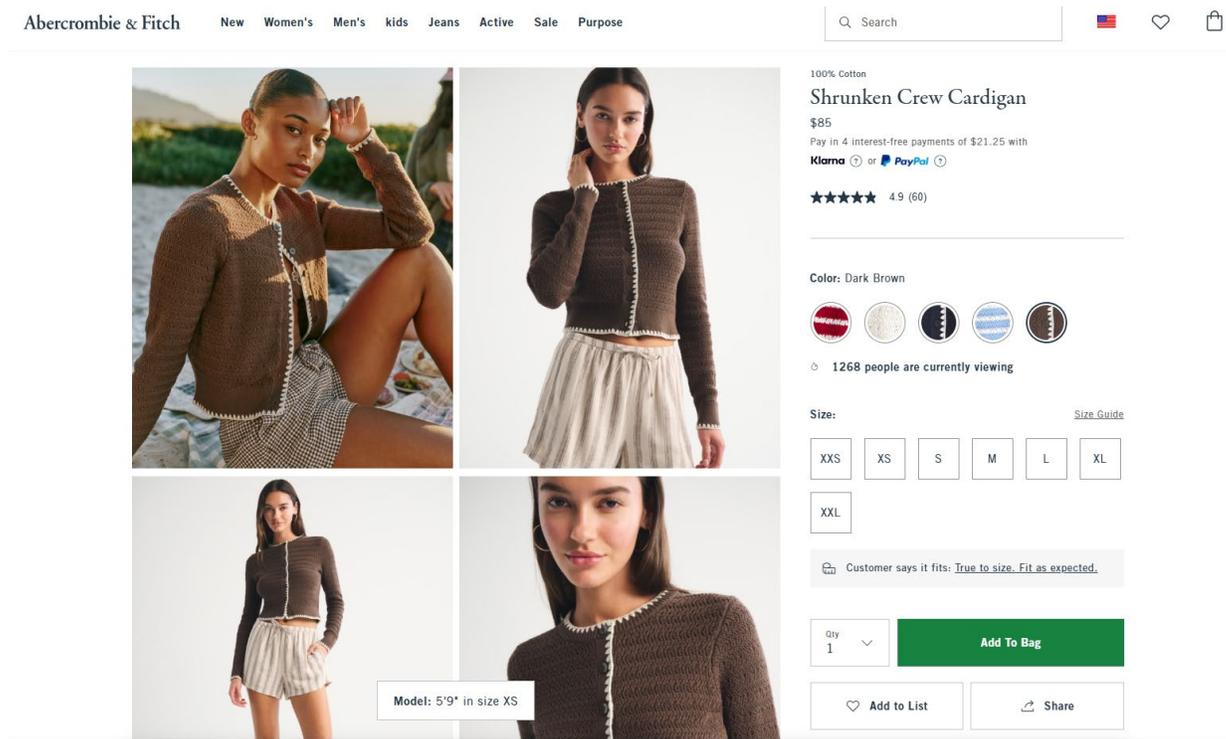


Figure 2

23. After a consumer clicks the “Add to Bag” button, a side bar appears, which again displays a price for the product which does not include any Handling fee. Immediately below the displayed price is a fire symbol, and bold, blue writing that states a number of other “People Are Viewing” the same item. While the bottom of this side bar alludes to some “Shipping” being charged for orders under \$99, the Abercrombie Website does not disclose the existence of any Handling fee.

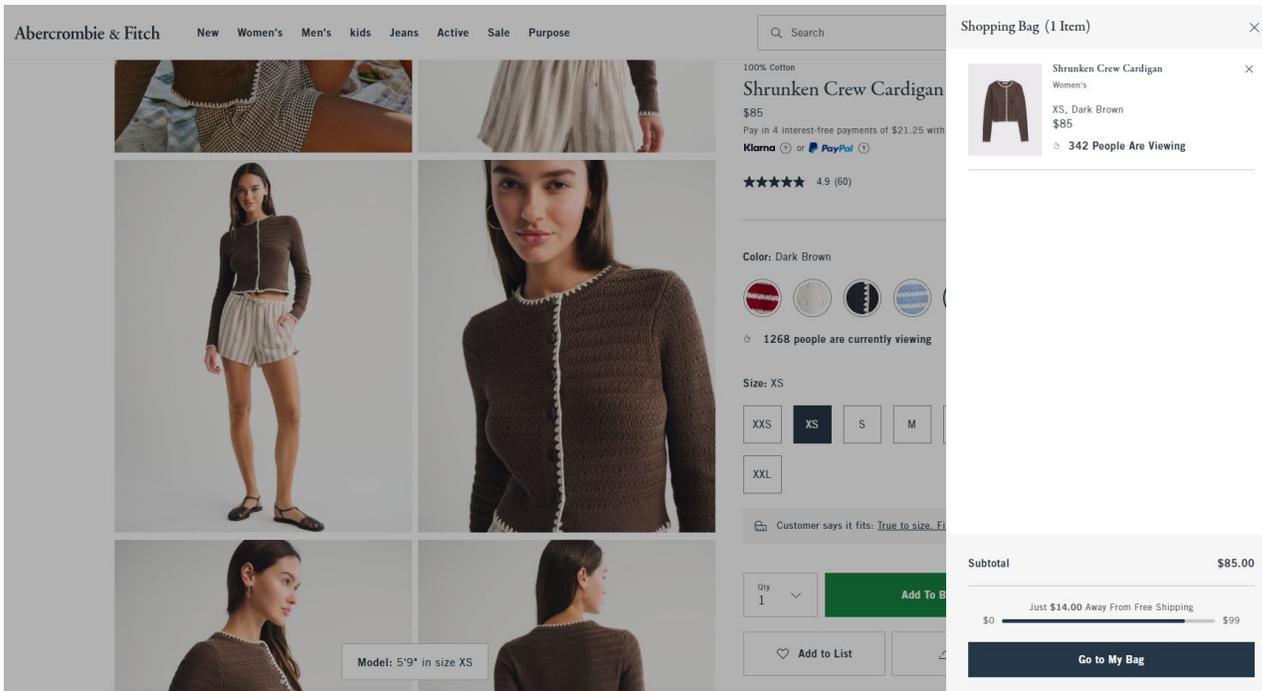


Figure 3

24. After a consumer clicks the “Go to My Bag” button, they are taken to another page which likewise fails to disclose the Handling Fee. See Figure 4, next page.

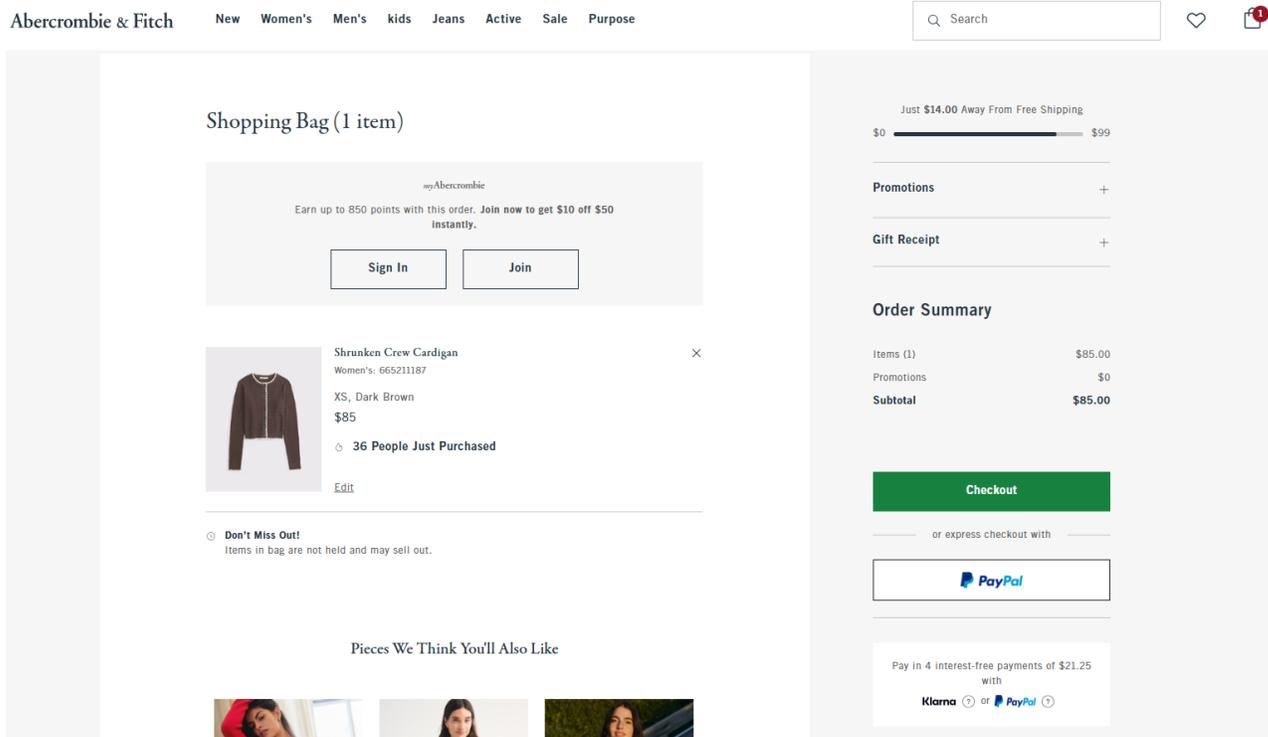


Figure 4

25. After a consumer clicks the Checkout button, they are taken to the Checkout page where Defendant discloses a “Shipping & Handling “ Fee.

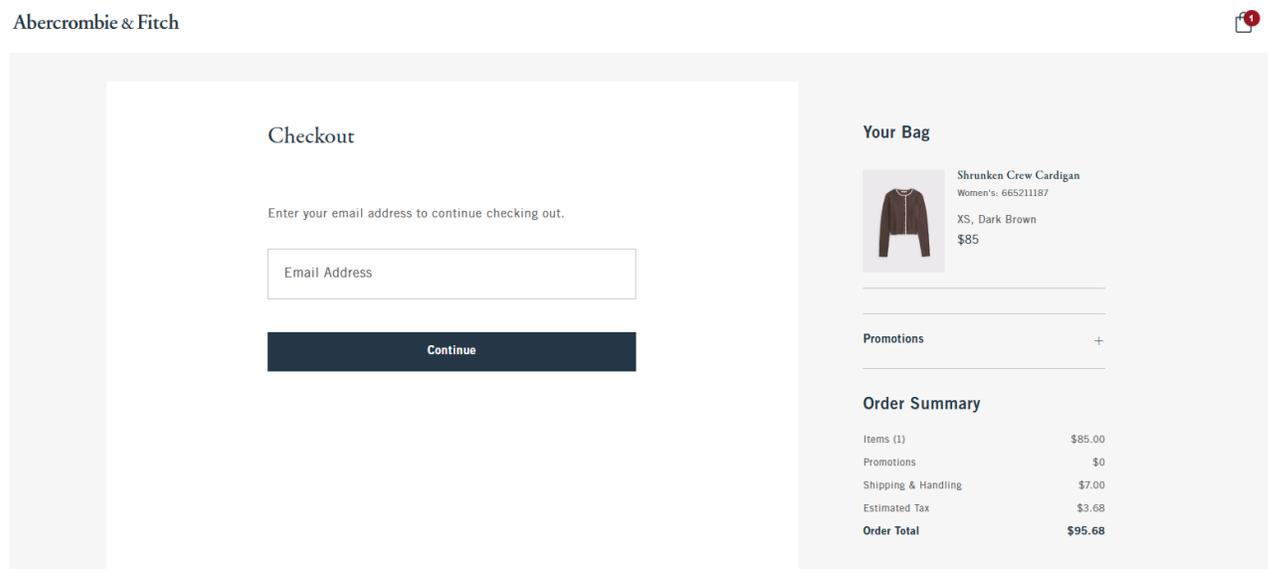


Figure 5

26. To purchase the product, this same page makes consumers complete a long form.

The screenshot displays the Abercrombie & Fitch checkout process. At the top, there's a 'Checkout' header. Below it, a 'Sign In' button is visible. The 'Order Contact' section contains a form with fields for email and phone number. The 'Shipping Speed' section offers various delivery options with associated costs. The 'Shipping Address' section includes fields for name, address, city, state, and zip code. The 'Secure Payment' section features a 'Review a Gift Card' button. The 'Payment Options' section lists 'Credit / Debit Card' as the selected method, with a 'Card Reader' form for card details. Other options include 'Google Pay', 'Klarna', and 'Payfit'. The 'Billing Address' section has a checkbox for 'Bill to shipping address'. At the bottom, there's a 'Need Some Help?' section with contact information.

Figure 6

Hollister's Hidden Fee

27. When a consumer visits the Hollister website, on the main page they are shown a variety of products with prices displayed. No Handling fee is displayed on this page.

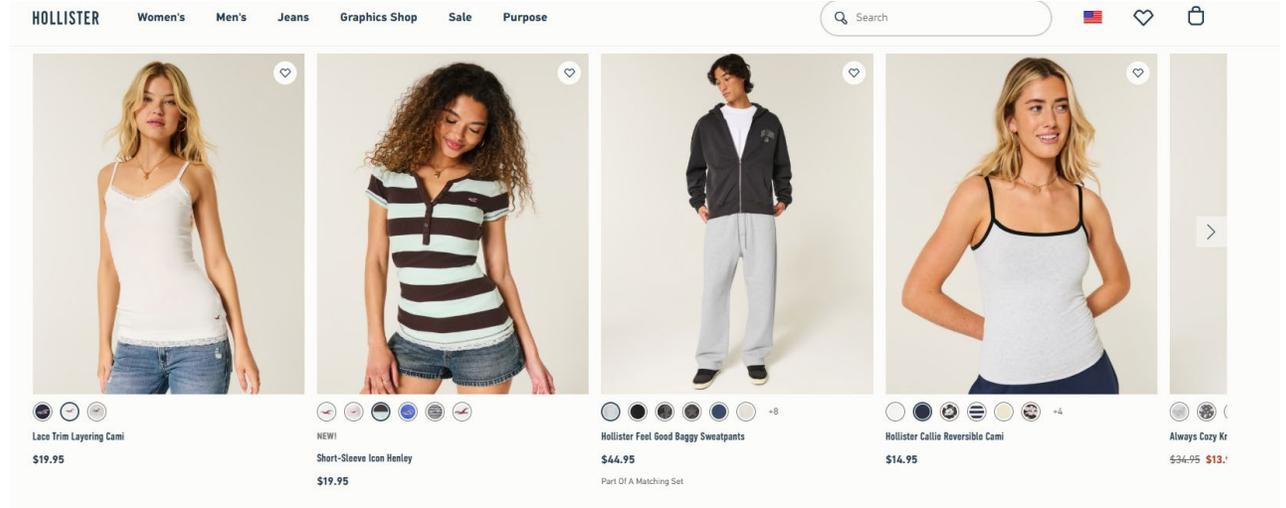


Figure 7

28. If the consumer clicks on a particular product, a pop-up page appears which again displays the price but again does not disclose any Handling fee. It likewise includes a fire symbol with a blue, bold statement that says a number of other “people are currently viewing” the item.

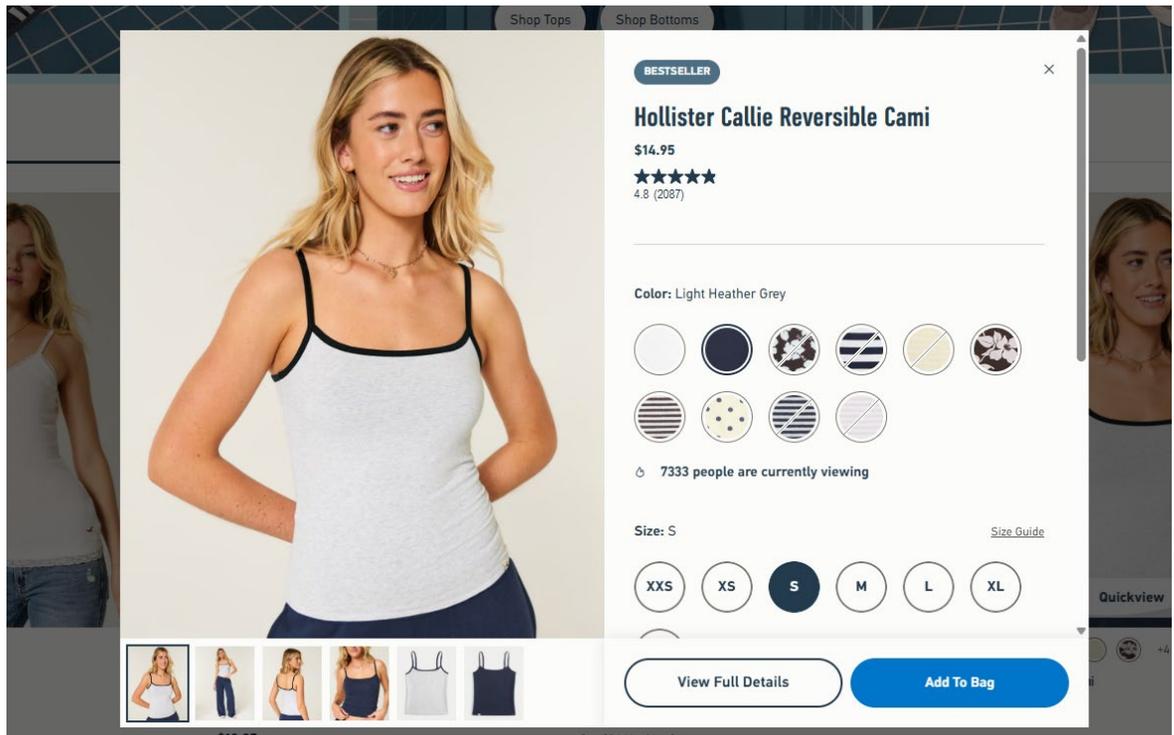


Figure 8

29. A consumer can click the Add to Bag button and proceed to the next page without scrolling to the bottom of the product pop-up page or investigating its contents. However, below the immediately visible portion of the product pop-up page, there is a “Shipping & Returns” section with a + symbol. If a consumer clicks that symbol, Defendant reveals they will be charged a variable amount for shipping the product. Again, however, no Handling fee is disclosed.

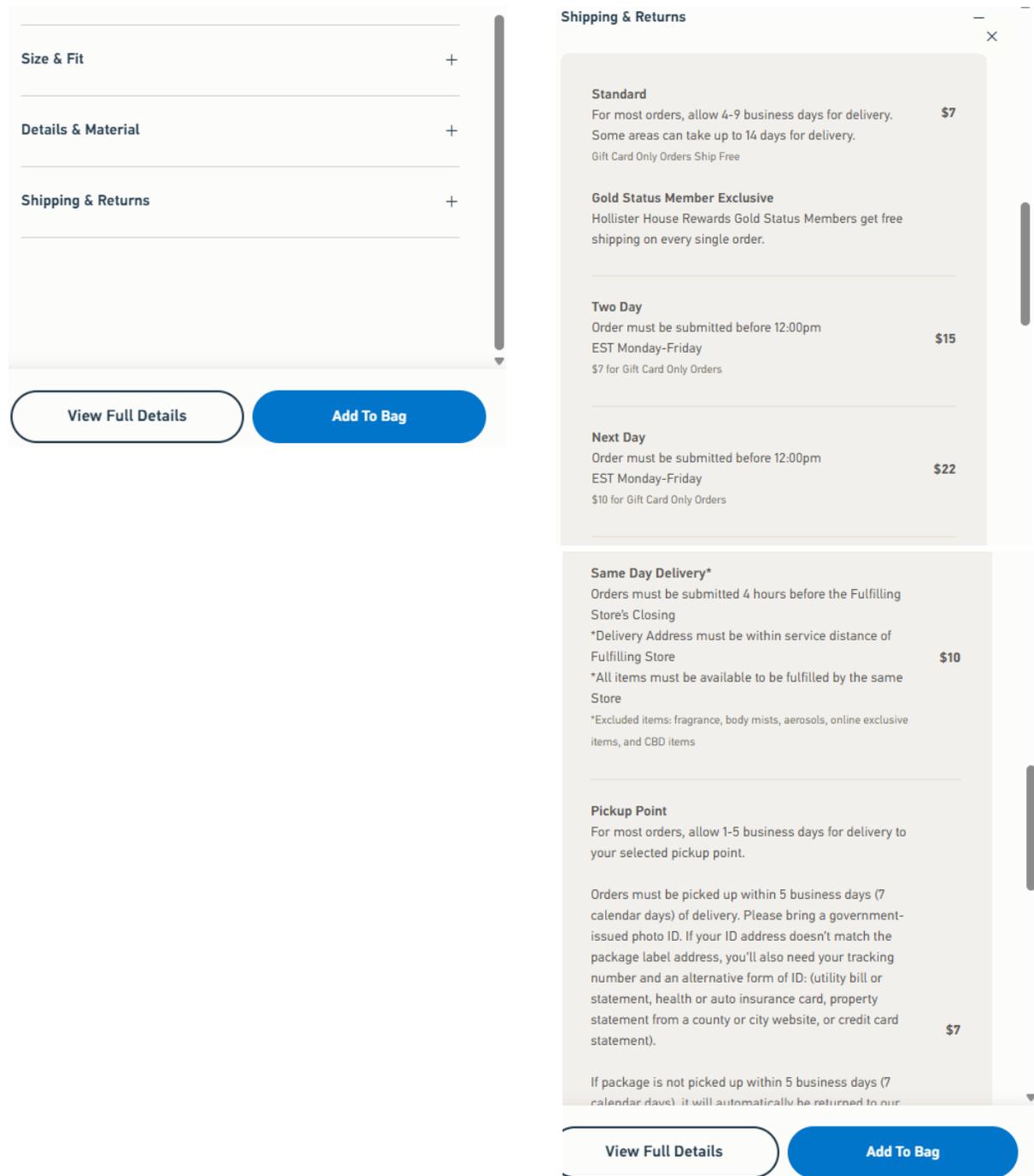


Figure 9

30. After a consumer clicks the “Add To Bag” button, a side bar appears, which again displays a price for the product which does not include any Handling fee. Immediately below the displayed price is a fire symbol, and bold, blue writing that states a number of other “people just added to bag.” While the bottom of this side bar alludes to some “Shipping” being charged for orders under \$99, the Hollister Website does not disclose the existence of any Handling fee.

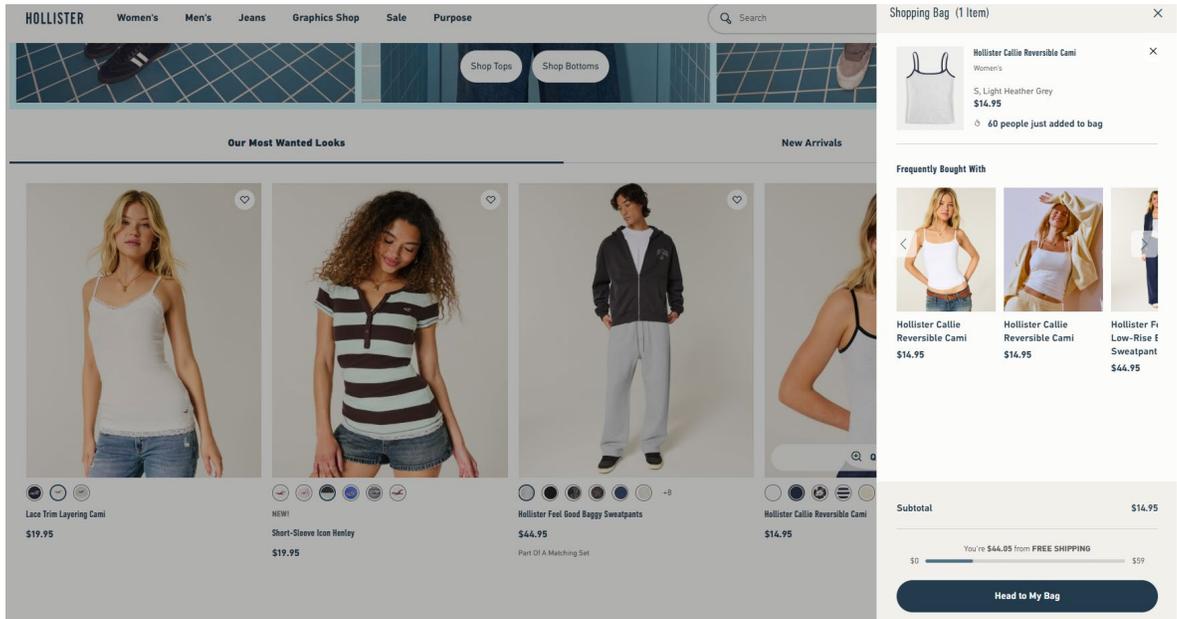


Figure 10

31. After a consumer clicks the “Head to My Bag” button, he or she is taken to a Bag page which again never displays any Handling fee.

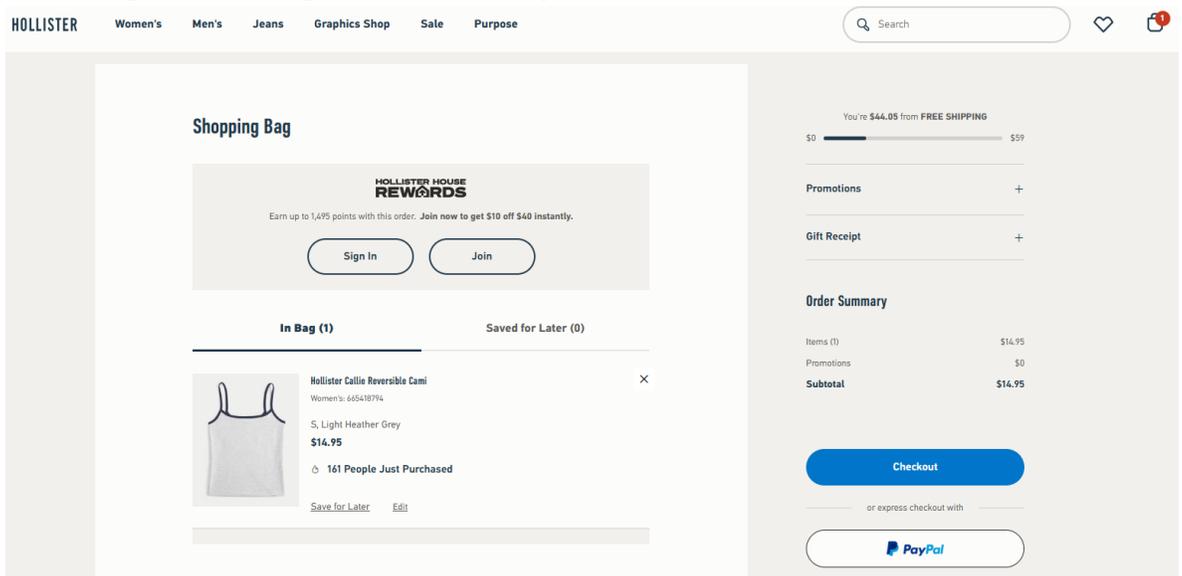
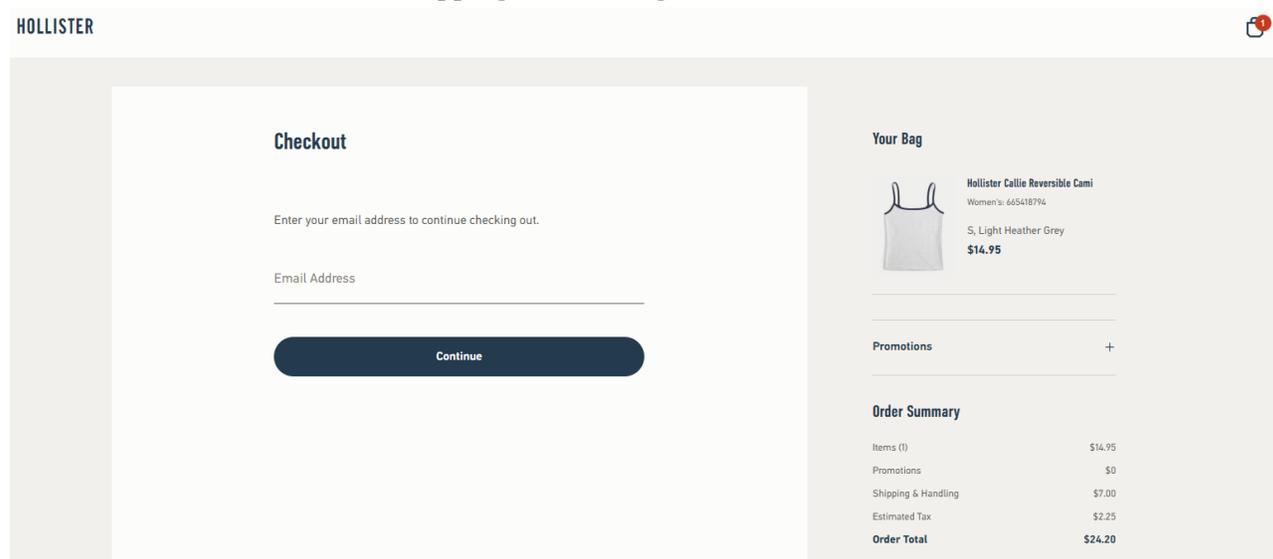


Figure 11

1 32. After a consumer clicks the Checkout button, they are taken to the Checkout page
2 where Defendant discloses a “Shipping & Handling “ Fee.



12 **Figure 12**

13 33. To purchase the product, this same checkout page requires consumers to complete a
14 long form. *See* Figure 13, next page.

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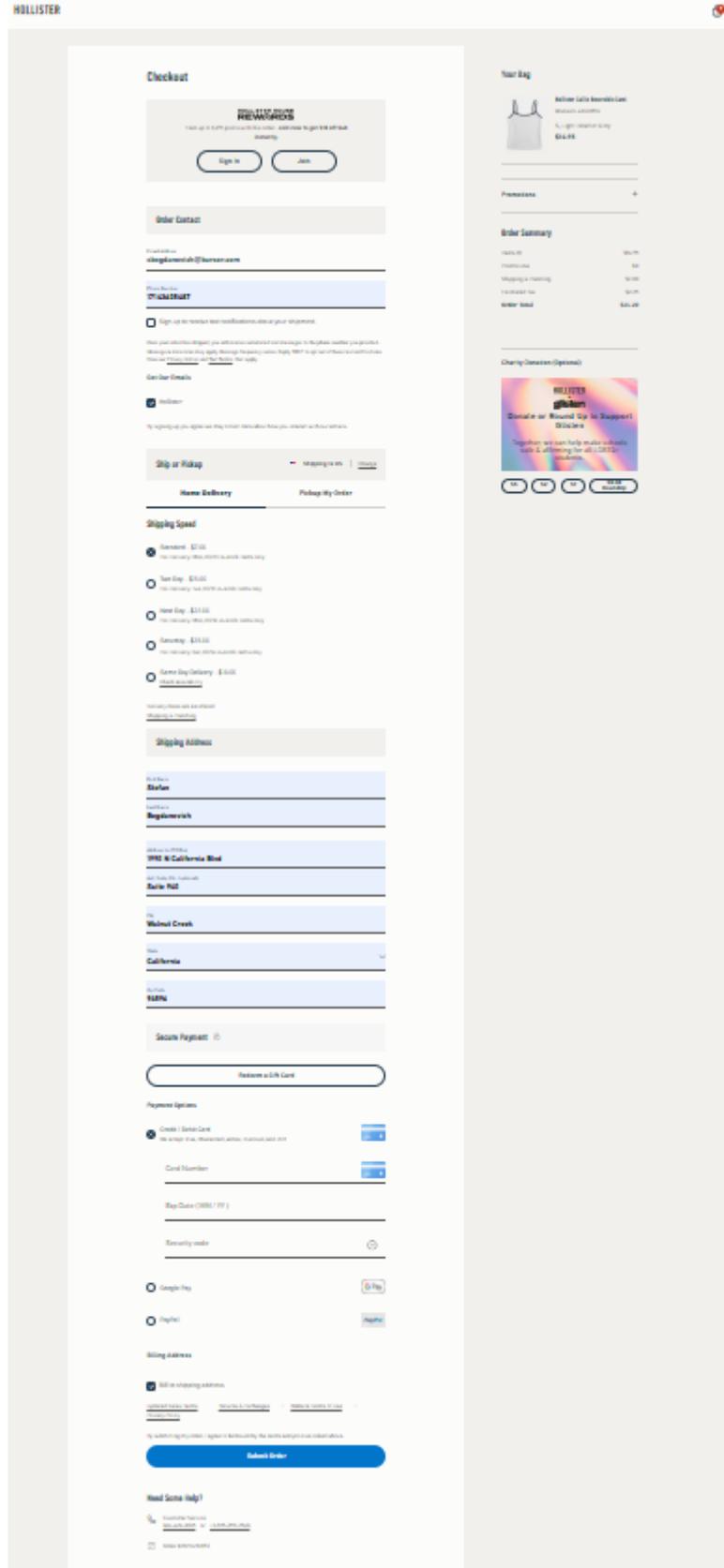


Figure 13

1 charges when advertising, displaying, or offering a price for the items for purchase, in violation of
2 California Civil Code § 1770(a)(29)(A), and whether Defendant advertised goods or services with
3 intent not to sell them as advertised, in violation of California Civil Code § 1770(a)(9). The claims
4 of the named Plaintiff are typical of the claims of the Classes in that the named Plaintiff and the
5 Classes sustained damages as a result of Defendant's uniform wrongful conduct, based upon
6 Defendant failing to include all mandatory fees or charges in the advertising, displaying, or
7 offering a price for the items, throughout the online item purchase process.

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

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

24 **COUNT I**

25 **California Civil Code § 1770(a)(29)(A)**
26 **(On Behalf of the Honest Pricing Law Subclass)**

27 42. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
28 forth herein.

1 43. Plaintiff brings this claim individually and on behalf of the members of the Junk Fee
2 Subclass against Defendant.

3 44. Defendant owns, operates, or controls the Abercrombie and Hollister Websites,
4 which are a place where consumers can purchase various consumer products.

5 45. Defendant violated California Civil Code § 1770(a)(29)(A) by “[a]dvertising,
6 displaying, or offering a price for a good or service that does not include all mandatory fees or
7 charges” on the various kinds of screens depicted in this Complaint.

8 46. Defendant’s Handling Fee is a “mandatory fee[] or charge[]” that must be paid in
9 order to purchase the item. Cal. Civ. Code § 1770(a)(29)(A).

10 47. Plaintiff and Honest Pricing Law Subclass members were harmed because they paid
11 Defendant’s unlawfully applied Fee. Because the total cost was not disclosed to Plaintiff and
12 Honest Pricing Law Subclass members at the beginning of the purchase process, the resulting Fee
13 that was applied was unlawful pursuant to California Civil Code § 1770(a)(29)(A).

14 48. Plaintiff and Class Members were also harmed by not having the total cost of their
15 products disclosed upfront at the start of the purchase process. By not knowing the total cost before
16 selecting a product for purchase from Defendant, Plaintiff and Class Members could not shop
17 around for clothing at other retailers, such as Gap and Old Navy, to name a few. As such, Plaintiff
18 and Class Members had no way of knowing whether they were getting the best deal their money
19 could buy. By hiding its Fee, Defendant was able to reduce price competition and cause consumers
20 like Plaintiff and Class members to overpay.

21 49. Plaintiff and Honest Pricing Law Subclass members relied on Defendant’s false and
22 misleading representations that the cost of its products did not include the Fee in choosing to
23 purchase its products.

24 50. On behalf of herself and members of the Honest Pricing Law Subclass, Plaintiff
25 seeks to enjoin the unlawful acts and practices described herein and recover reasonable attorneys’
26 fees. *See* Cal. Civ. Code § 1780.

COUNT II

**California Civil Code § 1770(a)(9)
(On Behalf of the Class)**

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3 51. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
4 forth herein.

5 52. Plaintiff brings this claim individually and on behalf of the members of the Class
6 against Defendant.

7 53. Defendant violated California Civil Code § 1770(a)(9) by “[a]dvertising goods ...
8 with intent not to sell them as advertised.” Specifically, Defendant advertised and expressly
9 represented the price of their products with intent not to sell them at the advertised price.

10 54. As a result, Plaintiff and Class Members were harmed because they paid
11 Defendant’s unlawful Fee. This Fee was rendered unlawful by Defendant’s failure to timely
12 disclose it.

13 55. Plaintiff and Class Members were also harmed by not having the total cost of their
14 products disclosed upfront at the start of the purchase process. By not knowing the total cost before
15 selecting a product for purchase from Defendant, Plaintiff and Class Members could not shop
16 around for clothing at other retailers, such as Gap and Old Navy, to name a few. As such, Plaintiff
17 and Class Members had no way of knowing whether they were getting the best deal their money
18 could buy. By hiding its Fee, Defendant was able to reduce price competition and cause consumers
19 like Plaintiff and Class members to overpay.

20 56. Plaintiff and Class members relied on Defendant’s false and misleading
21 representations of the advertised cost of its products in choosing to purchase its products.

22 57. As detailed in the body of this Complaint, Defendant has repeatedly engaged in
23 conduct deemed a violation of the CLRA and has made representations regarding the price of the
24 items on its Website which are false due to the uniform imposition of the Fee described herein.
25 Indeed, Defendant concealed the true price of the items, and the true nature of the Fee it was
26 charging on each purchase, from Plaintiff and Class members.

27 58. No reasonable consumer would expect the price advertised by Defendant to include
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1 an unlawful Fee in addition to lawful sales tax and shipping costs. *See Watson v. Crumbl LLC*, 736
2 F. Supp. 3d 827, 845-46 (E.D. Cal. 2024) (“Plaintiffs have sufficiently alleged [Defendant]
3 advertises one price for its products while also surreptitiously charging a higher price by adding the
4 Service Fee. Thus, Plaintiffs have sufficiently alleged [Defendant] advertises their goods with the
5 intent not to sell them as advertised.”).

6 59. Defendant willfully employed a scheme designed to advertise a price that is not the
7 true cost of its products, and did so willfully, wantonly, and with reckless disregard for the truth.

8 60. On behalf of herself and members of the Class, Plaintiff seeks to enjoin the unlawful
9 acts and practices described herein and recover reasonable attorneys’ fees. *See* Cal. Civ. Code §
10 1780.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf of the members of the Classes, prays
13 for judgement as follows:

- 14 A. For an order certifying the Classes under Rule 23 of the Federal Rules of Civil
15 Procedure and naming Plaintiff as representative of the Classes and Plaintiff’s
16 attorney as Class Counsel to represent the Classes;
- 17 B. For an order declaring that Defendant’s conduct violates the statutes referenced
18 herein;
- 19 C. For an order finding in favor of Plaintiff and the Classes on all counts asserted
20 herein;
- 21 D. For injunctive relief as pleaded or as the Court may deem proper; and
- 22 E. For an order awarding Plaintiff and the Classes their reasonable attorneys’ fees and
23 expenses and costs of suit.

24 **JURY TRIAL DEMANDED**

25 Plaintiff demands a trial by jury on all claims so triable.

26 Dated: March 13, 2026

BURSOR & FISHER, P.A.

27 By: /s/ Stefan Bogdanovich

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