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

KATIE O'MALLEY and MEGAN REILLY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

WILLIAMS-SONOMA, INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiffs Katie O'Malley and Megan Reilly ("Plaintiff") bring this action on behalf of  
2 themselves and all others similarly situated against Williams-Sonoma, Inc. ("Defendant").  
3 Plaintiffs make the following allegations pursuant to the investigation of their counsel and based  
4 upon information and belief, except as to the allegations specifically pertaining to themselves,  
5 which are based on personal knowledge.

### 6 NATURE OF THE ACTION

7 1. William-Sonoma, Inc., a California-based company which owns and operates a  
8 chain of various online and brick-and-mortar stores, has nickel and dimed online purchasers of  
9 various furniture products on its website in violation of various state consumer protection laws.

10 2. Whenever a consumer visits [www.williams-sonoma.com](http://www.williams-sonoma.com) ("Williams Sonoma"),  
11 [www.westelm.com](http://www.westelm.com) ("West Elm"), or [www.potterybarn.com](http://www.potterybarn.com) ("Pottery Barn") (the "Websites") and  
12 selects an item for purchase, they are not shown the total cost upfront. Instead, consumers are  
13 quoted an artificially low price, only for Defendant to sneak in a mandatory "Processing" fee (the  
14 "Fee") *after* consumers input all their shipping and credit card information. This cheap trick has  
15 enabled Defendant to swindle substantial sums of money from its customers.

16 3. By analogy, if consumers were to walk into a brick-and-mortar furniture store, saw  
17 a couch they like for \$999.00, pulled the tag and took it the checkout counter, they would expect to  
18 pay \$999.00 to the store, plus sales tax to the government and whatever it cost to ship the product  
19 (if they chose to ship it themselves). If, *after* consumers swiped their credit card, they noticed in  
20 fine print on the credit card pad that they would *also* be charged an extra "Processing Fee" for the  
21 service of having the tag's barcode scanned and their payment being processed, they would  
22 reasonably be outraged. And yet this is exactly what Defendant does every day through its online  
23 furniture marketplaces.

24 4. This practice is known known as drip pricing. "Businesses engage in drip pricing by  
25 advertising products at artificially low headline price and then disclosing additional charges later in  
26 the buying process." *Harvey v. World Mkt., LLC*, No. 25-cv-01242-CRB, 2025 WL 1359066, at \*1  
27 (N.D. Cal. May 9, 2025). Drip pricing has long violated various state laws. "California banned bait  
28 and switch in consumer transactions when it passed the Consumers Legal Remedies Act (the

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

3 5. That said, in recent years, given the proliferation of drip pricing on online e-  
4 commerce platforms, various states, including California and Virginia, began passing laws  
5 specifically prohibiting drip pricing. In California for example, legislators expressed concerns that  
6 “Consumers [subject to drip pricing] are often misled and kept from properly assessing the best  
7 prices, thereby hindering the market, especially online.” *Mansfield*, 802 F. Supp. 3d at 1148  
8 (quoting California Senate Rules Committee Analysis (Sept. 11, 2023) (S.B. 478)). So effective  
9 July 1, 2024, California Civil Code § 1770(a)(29)(A) makes it unlawful to “[a]dvertis[e], display[],  
10 or offer[] a price for a good or service that does not include all mandatory fees or charges other  
11 than either” “[t]axes or fees imposed by a government on the transaction” or “[p]ostage or carriage  
12 charges that will be reasonably and actually incurred to ship the physical good to the consumer.” A  
13 few months later, Virginia likewise introduced a bill which “[p]rohibits a supplier, in connection  
14 with a consumer transaction, from advertising or displaying a price for goods or services without  
15 clearly and conspicuously displaying the total price, which shall include all mandatory fees or  
16 surcharges.” 2024 Virginia House Bill No. 2515 Virginia 2025 Regular Session. Effective July 1,  
17 2025, Virginia Code § 59.1-608 makes it unlawful for suppliers in consumer transactions, to  
18 “advertise or display a price for goods or services without clearly and conspicuously displaying the  
19 total price, which shall include all mandatory fees or surcharges.”

20 6. For these reasons, Plaintiffs seek relief in this action individually and on behalf of  
21 all other purchasers for reasonable attorneys’ costs and fees and injunctive relief under California  
22 Civil Code §§ 1770(a)(29)(A), 1770(a)(9) and statutory damages under Virginia Code §§ 59.1-608,  
23 59.1-200, and 59.1-204.

#### 24 **JURISDICTION AND VENUE**

25 7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
26 1332(d) because this is a class action where there are more than 100 members and the aggregate  
27 amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least  
28 one member of the putative Class is a citizen of a state different from Defendant.



1 a breakdown of how much of fee went to shipping as opposed to processing on either the checkout  
2 screen or subsequent email receipt. The bundled fee was mandatory because Plaintiff could not  
3 purchase the product from Defendant’s website without paying the fee.

4 15. At the time Plaintiff Reilly purchased her products, she was not aware that  
5 Defendant’s practices were unlawful under either California or Virginia law. Plaintiff was not  
6 browsing websites in search of legal violations. Plaintiff was instead browsing because she  
7 sincerely intended to purchase products, and she in fact did purchase a product.

8 16. Defendant Williams-Sonoma, Inc. (“Defendant”) is a California corporation with its  
9 principal place of business in San Francisco, California. Through its many brands, including West  
10 Elm, Williams Sonoma, and Pottery Barn, Defendant offers for purchase cookware, furniture, and  
11 other home goods throughout the United States, including in the state of California. Defendant  
12 owns and operates the universally accessible, interactive websites [www.williams-sonoma.com](http://www.williams-sonoma.com),  
13 [www.westelm.com](http://www.westelm.com), and [www.potterybarn.com](http://www.potterybarn.com) (the “Websites”), which accept orders from all the  
14 United States and deliver products to all the states, including California, as part of its regular  
15 course of business.

## 16 FACTUAL ALLEGATIONS

### 17 *California’s Honest Pricing Law*

18 17. Effective July 1, 2024, California enacted California Civil Code § 1770(a)(29)(A),  
19 which provides that “[a]dvertising, displaying, or offering a price for a good or service that does  
20 not include all mandatory fees or charges other than either ... [t]axes or fees imposed by a  
21 government on the transaction[.]” and “[p]ostage or carriage charges that will be reasonably and  
22 actually incurred to ship the physical goods to the consumer[.]” is unlawful.

23 18. According to the California Attorney General’s Office, “[a] business can exclude  
24 shipping charges, but not handling charges” or other incidental items bundled with shipping.<sup>1</sup> “Like  
25 any other mandatory fee or charge, a handling charge must be included in the advertised price.”<sup>2</sup>

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

28 <sup>2</sup> *Id.*

1 To that end, the only non-governmental charge a business can impose at a later stage of the  
 2 transaction is “Postage or carriage charges that will be reasonably and actually incurred to ship the  
 3 physical good to the consumer.” Cal. Civ. Code § 1770(a)(29)(A)(ii).

4 19. As Senator Bill Dodd, a co-author of SB 478, stated in describing this new law:  
 5 “Californians are fed up with dishonest fees being tacked on to seemingly everything ... It’s an  
 6 underhanded trick to boost corporate profits at the expense of those who can least afford it. Our bill  
 7 will end these unfair practices and put the consumer first, leveling the playing field for reputable  
 8 businesses that advertise the real price up front.”<sup>3</sup>

9 20. And according to Attorney General of California Rob Bonta, “[w]e can and should  
 10 stop the fleecing of consumers. We can and should stop the imbalance in the marketplace.”<sup>4</sup>

11 ***Virginia’s Mandatory Fee and Surcharge Disclosure Law***

12 21. In May 2, 2025, Virginia passed Senate Bills Nos. 1212 and 2515, which amended  
 13 Virginia’s Consumer Protection Act to add a new Chapter to the Act, entitled Mandatory Fees or  
 14 Surcharges. Va. Code § 59.1-607 *et seq.* The amendment became effective on July 1, 2025.

15 22. The law provides that “No supplier shall, in connection with a consumer transaction,  
 16 advertise or display a price for goods or services without clearly and conspicuously displaying the  
 17 total price, which shall include all mandatory fees or surcharges.” Va. Code § 59.1-608. The law  
 18 defines “Mandatory fees or surcharges” to “includes any additional fee or surcharge that must be  
 19 paid in order to purchase the good or service being advertised.” Va. Code § 59.1-607. Excluded  
 20 from this definition are “(i) taxes or fees imposed on the consumer by a government or  
 21 government-approved entity or assessment fees of a government-created special district or program  
 22 paid to the government or government-approved entity or (ii) reasonable postage or shipping fees.”  
 23 *Id.* “Supplier” is defined as “a means a seller... that advertises, solicits, or engages in consumer  
 24 transactions.” Va. Code Ann. §§ 59.1-607 and 59.1-198. “Consumer transaction,” in turn, “means:

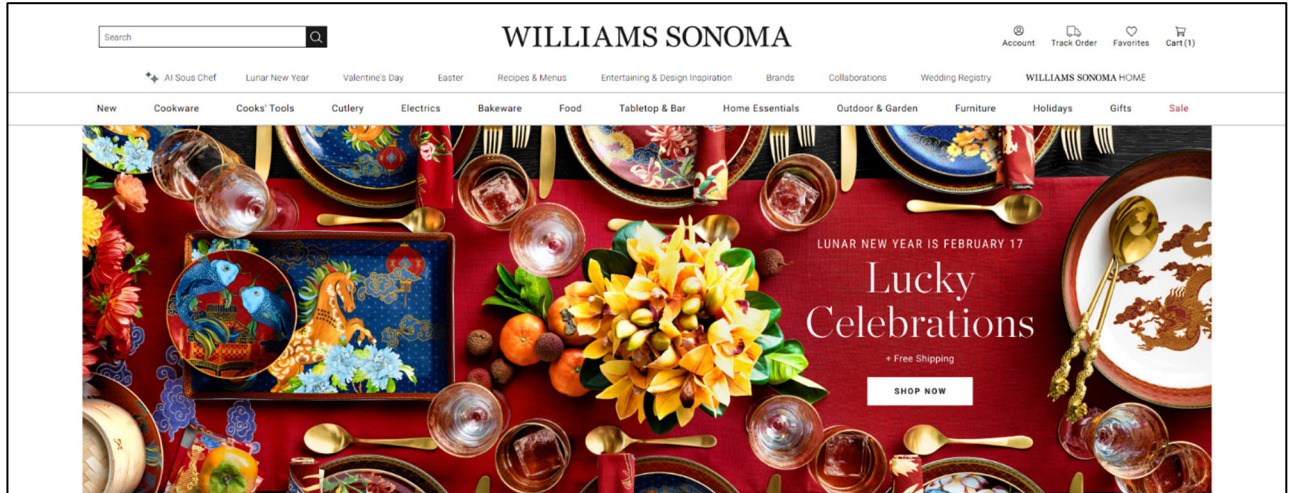
25 \_\_\_\_\_  
 26 <sup>3</sup> OFFICE OF THE ATTORNEY GENERAL, CALIFORNIA DEP’T OF JUSTICE, *Attorney General Bonta*  
 27 *Calls for California Legislature to Ban Hidden Fees (AKA Junk Fees)* (May 16, 2023),  
 28 <https://oag.ca.gov/news/press-releases/attorney-general-bonta-calls-california-legislature-ban-hidden-fees-aka-junk> (last visited Dec. 24, 2024).

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

(1) the advertisement, sale ... or offering for sale... of goods or services to be used primarily for personal, family, or household purposes.” *Id.*

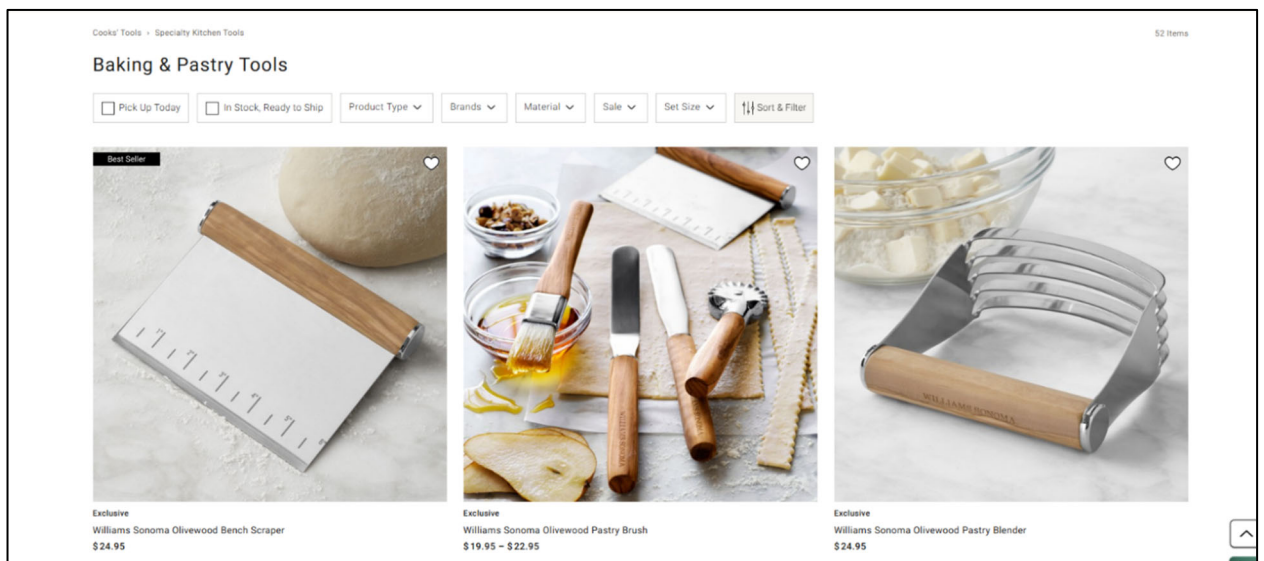
***Williams Sonoma’s Hidden Fee***

23. Williams Sonoma has a homepage where shoppers can browse for items.



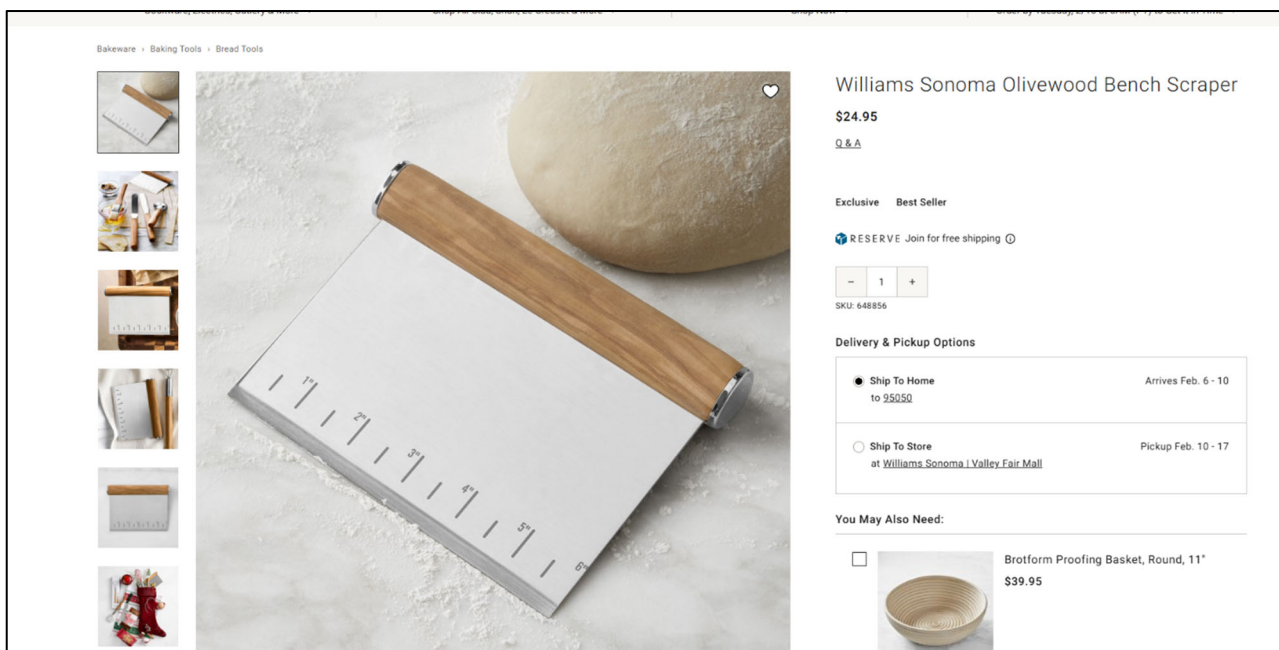
***Figure 1***

24. When a shopper browses through various categories of items, the advertised prices of each item is shown. For example, when browsing for baking and pastry tools, a shopper will see that the Olivewood Bench Scraper is offered for \$24.95—without any fees or surcharges.



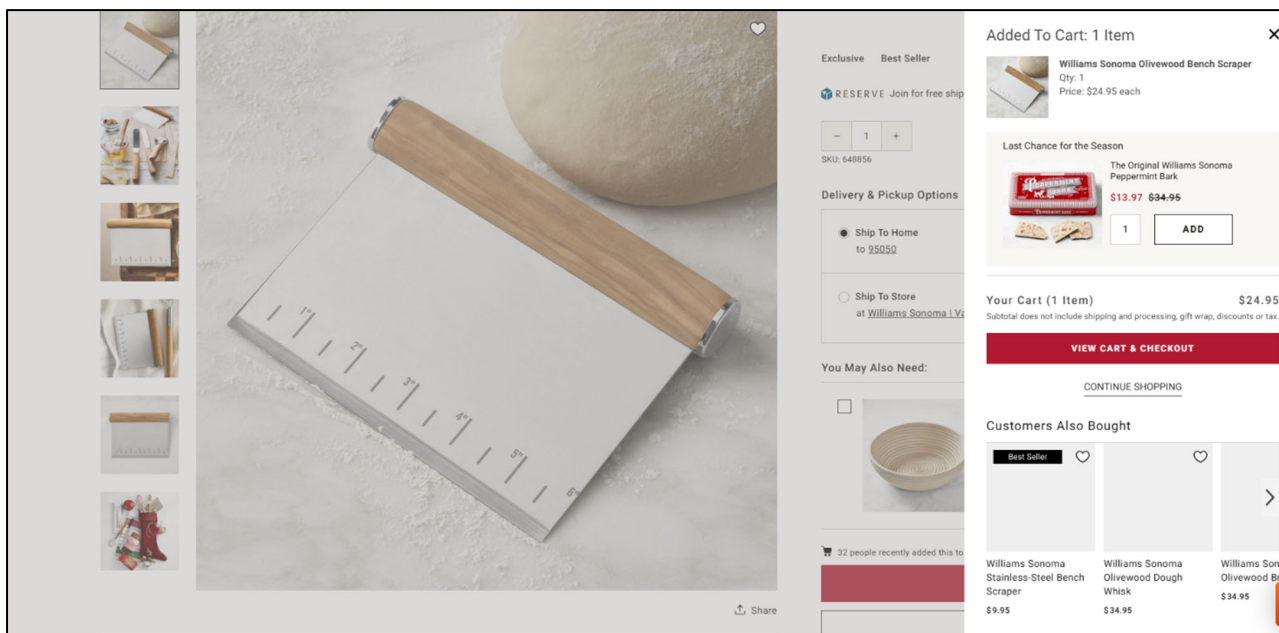
***Figure 2***

1 25. After a user clicks on an item from this general page, that same advertised price is  
2 again displayed on the individual item pages.



14 **Figure 3**

15 26. The same advertised price is again displayed when the shopper adds an item to their  
16 shopping cart.



27 **Figure 4**

27. The same advertised price is once again displayed in the cart itself.

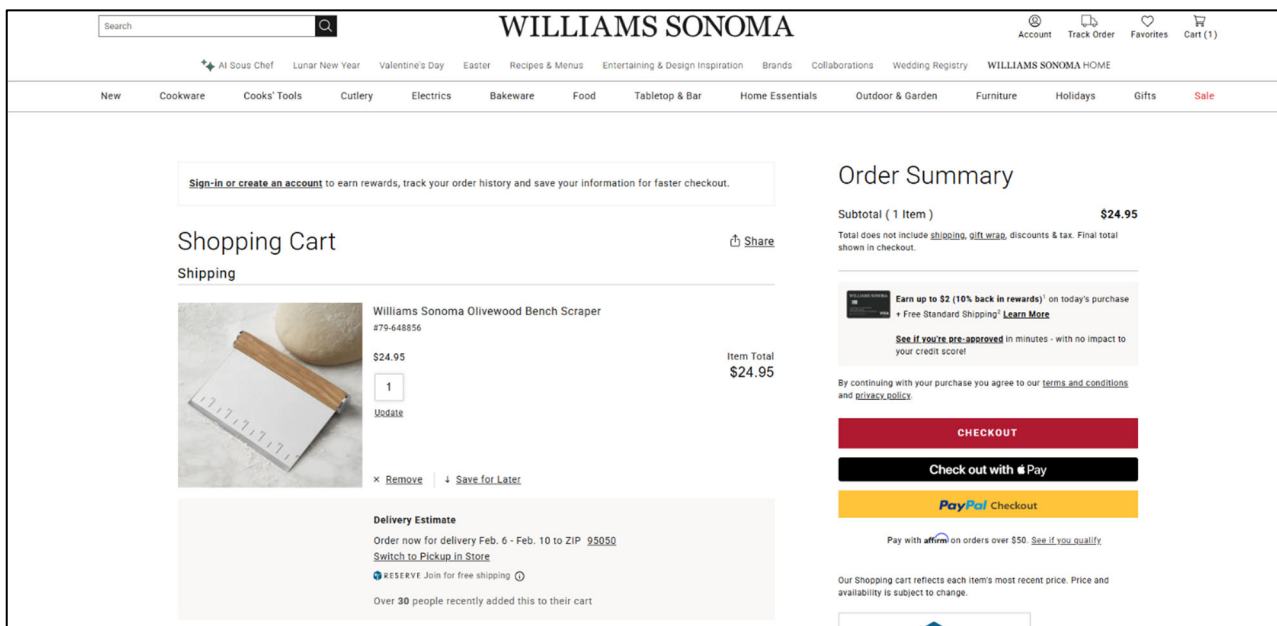


Figure 5

28. It isn't until a shopper goes to checkout, and *after the shopper has entered their shipping and payment information*, that Defendant's bundled "Shipping & Processing" fee is disclosed.

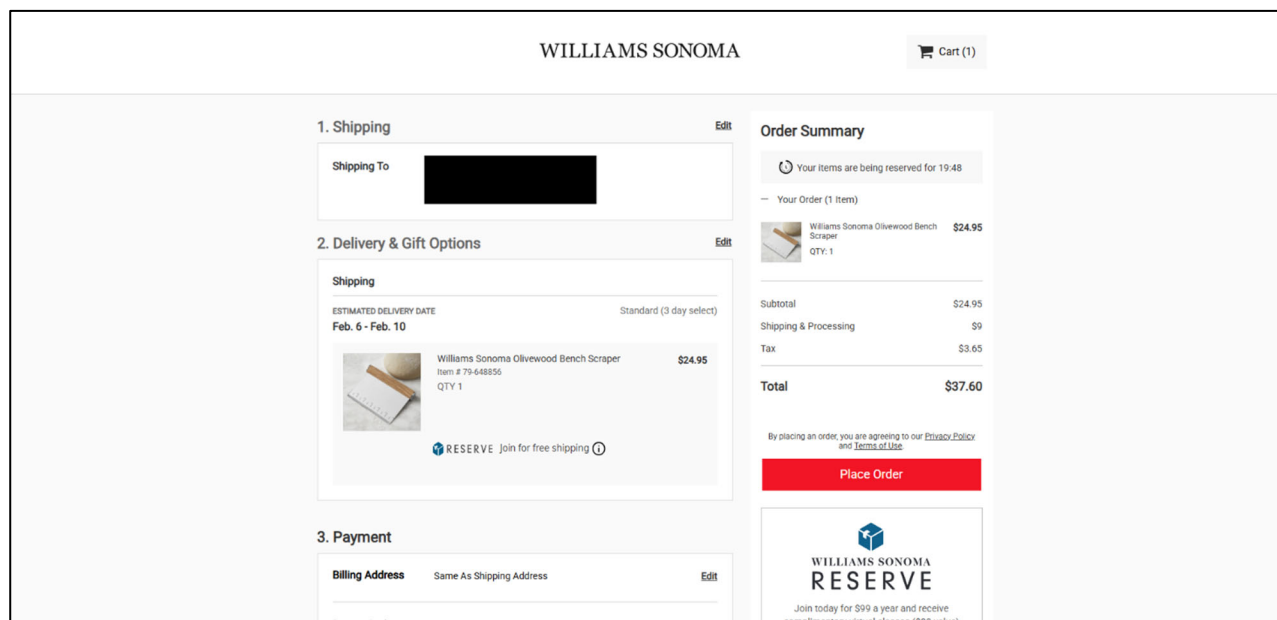


Figure 6

29. In other words, the total price is *never* disclosed before a user reaches the final step in the checkout process prior to placing an order. Thus, Defendant is "[a]dvertising, displaying, or

1 offering a price for a good ... that does not include all mandatory fees or charges” in violation of  
 2 California Civil Code § 1770(a)(29)(A).

3 30. The Fee is mandatory because there is *no way* to purchase a product on the website  
 4 without paying the Fee. For many items, “Ship to Home” is the only option a consumer can select.  
 5 And even for items which offer a “Ship to Store” option, Defendant will *still* charge a consumer a  
 6 “Shipping & Processing” fee, even though the consumer will go the store to pick up the item.

The screenshot displays a checkout interface for Williams Sonoma Reserve. It is divided into three main sections on the left and an order summary on the right.

- 1. Shipping Address:** Shows the shipping destination as Williams Sonoma | Valley Fair Mall, 2855 Stevens Creek Blvd, Space B313, Santa ...
- 2. Delivery & Gift Options:** Confirms shipping to Williams Sonoma | Valley Fair Mall. It provides an estimated pickup date of Feb. 17 - Feb. 24. A featured item, Williams Sonoma Olivewood Bench Scraper (Item # 79-648856, QTY 1), is shown for \$24.95. A 'RESERVE' badge indicates free shipping.
- 3. Payment:** Shows the billing address for Stefan Bogdanovich at 1990 N California Blvd Ste 940, Walnut Cre..., with phone number (714) 360-5487.
- Order Summary:** Lists the item Williams Sonoma Olivewood Bench Scraper for \$24.95. The subtotal is \$24.95, shipping & processing is \$9, and tax is \$3.18, resulting in a total of \$37.13. A red 'Place Order' button is visible.

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22 **Figure 7**

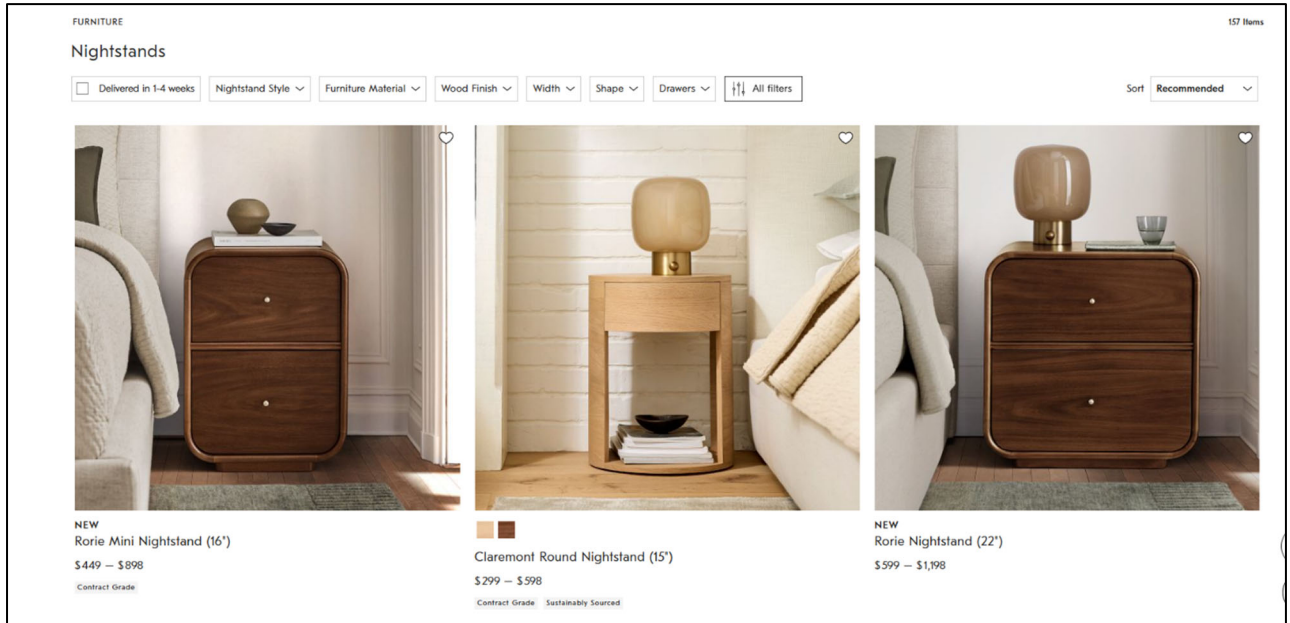
23 31. The “Shipping & Processing” fee is not a “[t]ax[] or other fee[] imposed by the  
 24 government on the transaction.” California Civil Code § 1770(a)(29)(A)(i).

25 32. The Processing portion of the “Shipping & Processing” fee is not a “postage or  
 26 carriage charge[] that will be reasonably and actually incurred to ship the physical goods to the  
 27 consumer.” California Civil Code § 1770(a)(29)(A)(ii). Although bundled with a legitimate  
 28 Shipping fee, the Processing fee is not part of the postage or carriage charge. Discovery will reveal

1 what percentage of the bundled “Shipping & Processing” fee is due to the processing fee. A  
2 processing fee is like a handling fee, which “[l]ike any other mandatory fee or charge ... must be  
3 included in the advertised price.”<sup>5</sup>

4 ***West Elm’s Hidden Fee***

5 33. West Elm’s website—also owned and operated by Defendant—also allows users to  
6 browse items. For example, if a shopper is looking for end tables, they may view this page.



17 ***Figure 8***

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27 <sup>5</sup> OFFICE OF THE ATTORNEY GENERAL, CAL. DEP’T OF JUSTICE, *SB 478 Frequently Asked Questions*,  
28 <https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf>.

34. If a shopper selects a particular item from this general page, they are taken to an individual product page. On that product page, if the consumer selects to purchase an “individual,” product, the advertised price of \$449 is displayed—without all mandatory fees or surcharges.

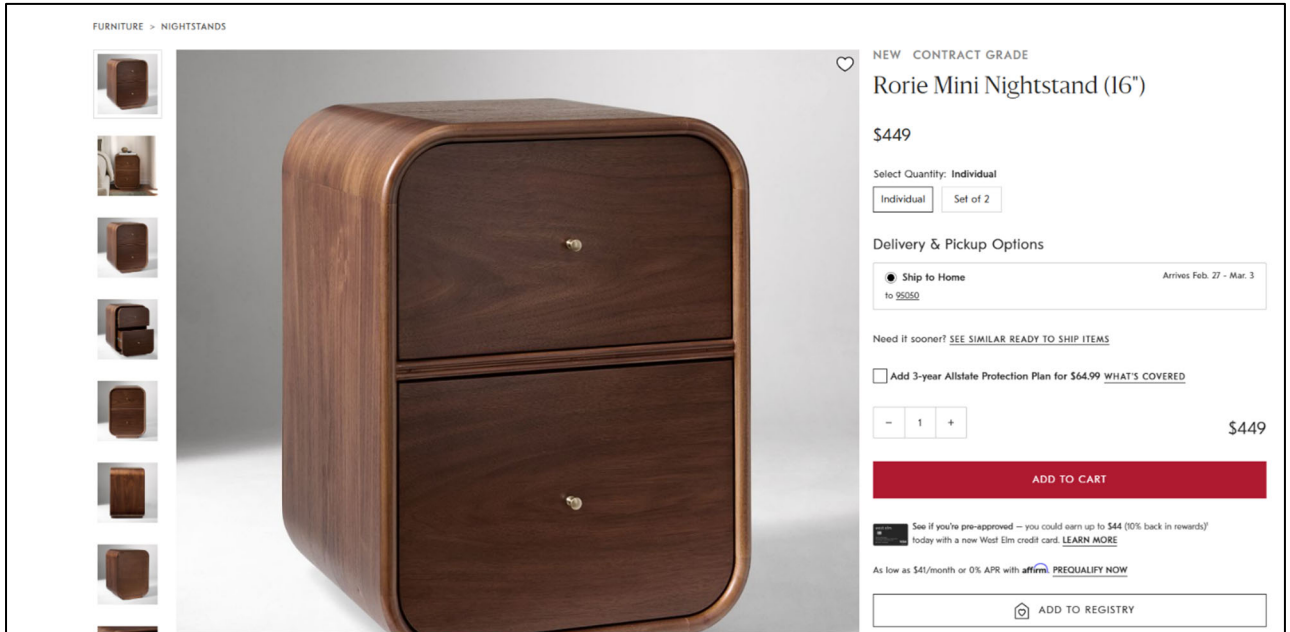


Figure 9

35. The advertised price is again displayed when a shopper adds the item to their cart.

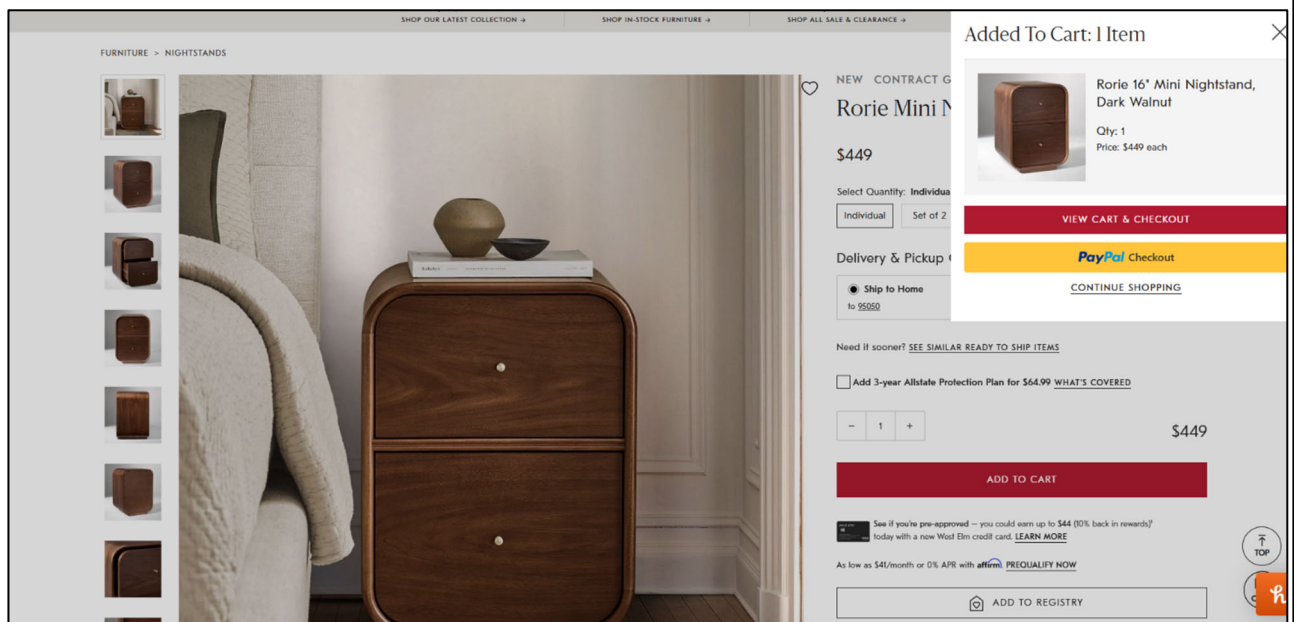


Figure 10

36. The advertised price is again displayed when a shopper goes to their cart.

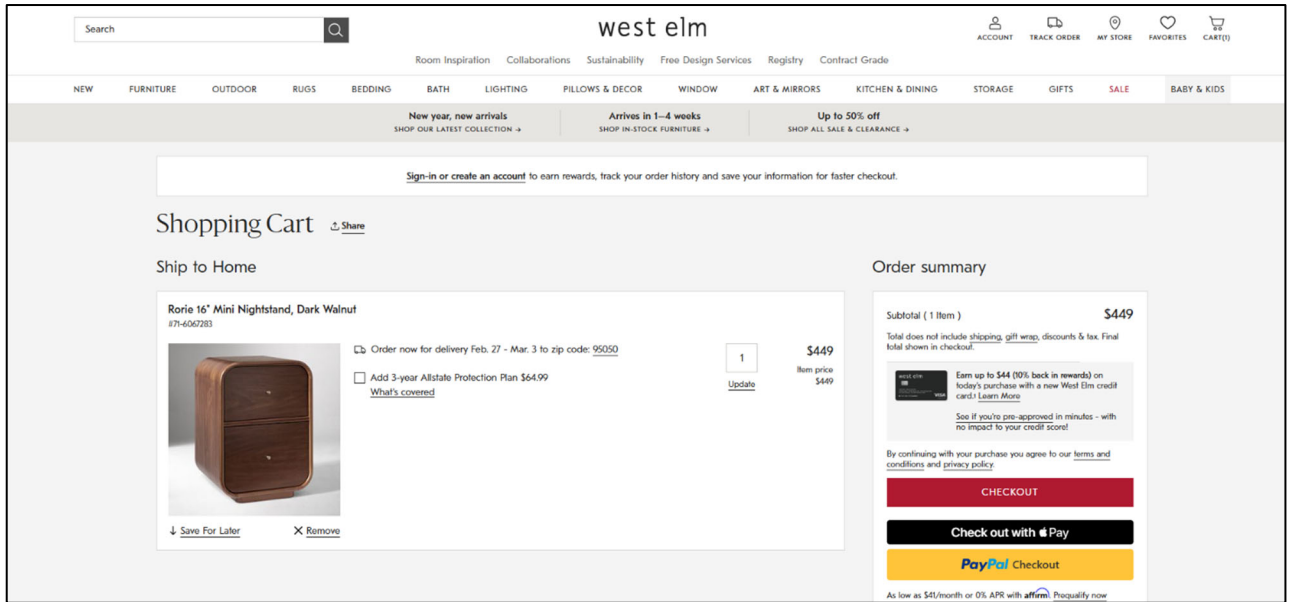


Figure 11

37. It isn't until a shopper goes to checkout, and *after the shopper has entered their shipping and payment information*, that Defendant's bundled "Shipping & Processing" fee is disclosed.

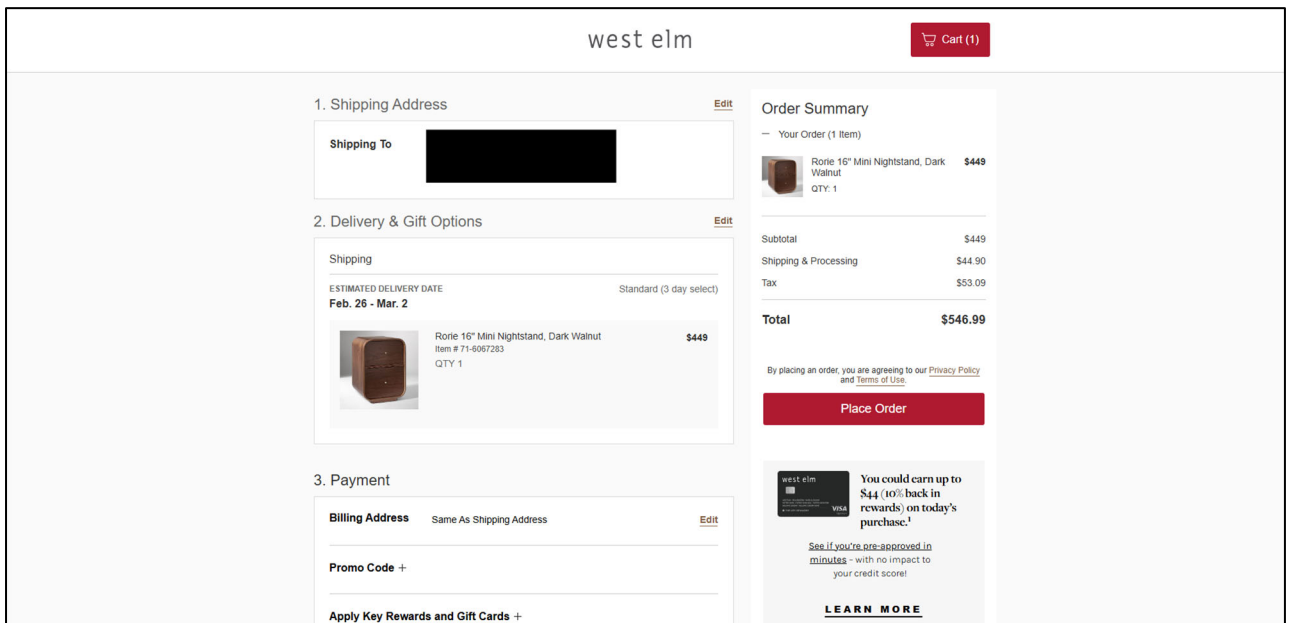


Figure 12

38. In other words, the total price is *never* disclosed before a user reaches the final step in the checkout process prior to placing an order. Thus, Defendant is "[a]dvertising, displaying, or

1 offering a price for a good ... that does not include all mandatory fees or charges” in violation of  
 2 California Civil Code § 1770(a)(29)(A).

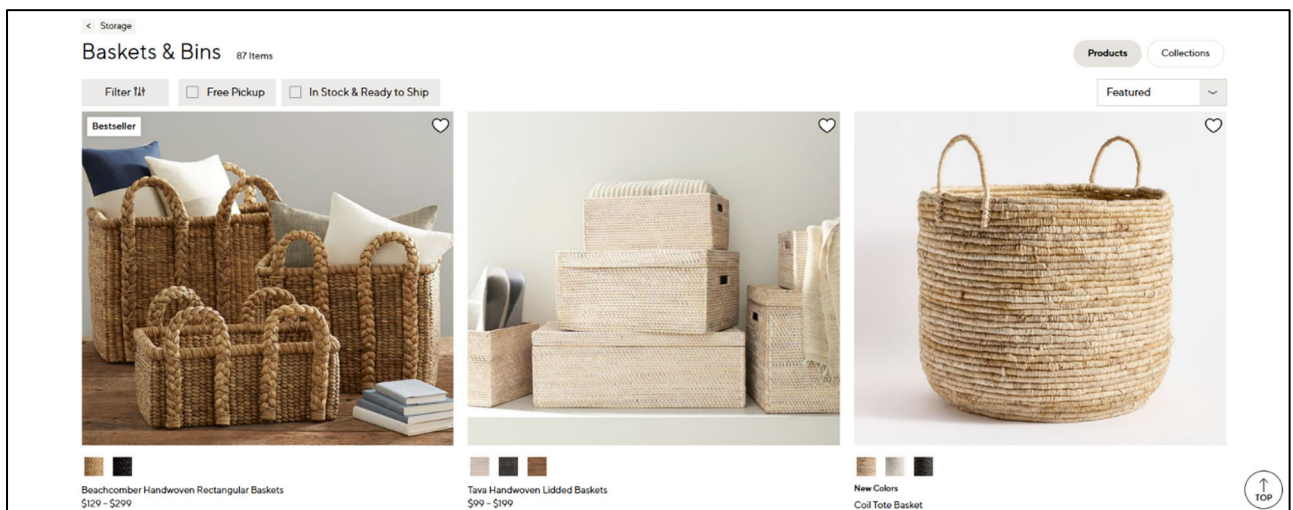
3 39. The Fee is mandatory because there is *no way* to purchase a product on the website  
 4 without paying the Fee. For many items, “Ship to Home” is the only option. *See* Figure 10. And  
 5 even for others where a pick up in store option is available, Defendant still charges a “Shipping &  
 6 Processing Fee.” *See* Figures 3 and 7.

7 40. The Fee is not a “[t]ax[] or other fee[] imposed by the government on the  
 8 transaction.” California Civil Code § 1770(a)(29)(A)(i).

9 41. The Fee is not a “postage or carriage charge[] that will be reasonably and actually  
 10 incurred to ship the physical goods to the consumer.” California Civil Code § 1770(a)(29)(A)(i).  
 11 Although bundled with a legitimate Shipping fee, the Processing fee is not part of the postage or  
 12 carriage charge. Discovery will reveal what percentage of the bundled “Shipping & Processing” fee  
 13 is due to the processing fee. A processing fee is like a handling fee, which “[l]ike any other  
 14 mandatory fee or charge ... must be included in the advertised price.”<sup>6</sup>

### 15 ***Pottery Barn’s Hidden Fee***

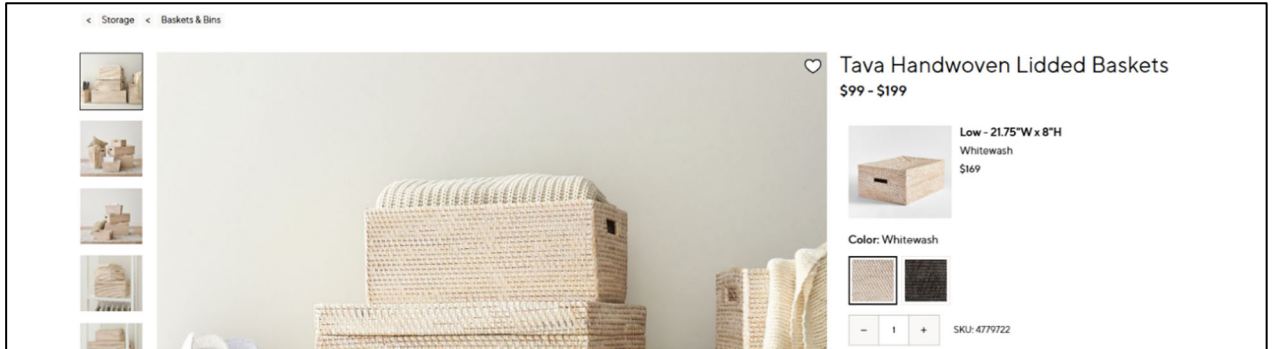
16 42. Pottery Barn’s website—also owned and operated by Defendant—also allows users  
 17 to browse items. For example, if a shopper is looking for baskets, they may view this page.



27 ***Figure 13***

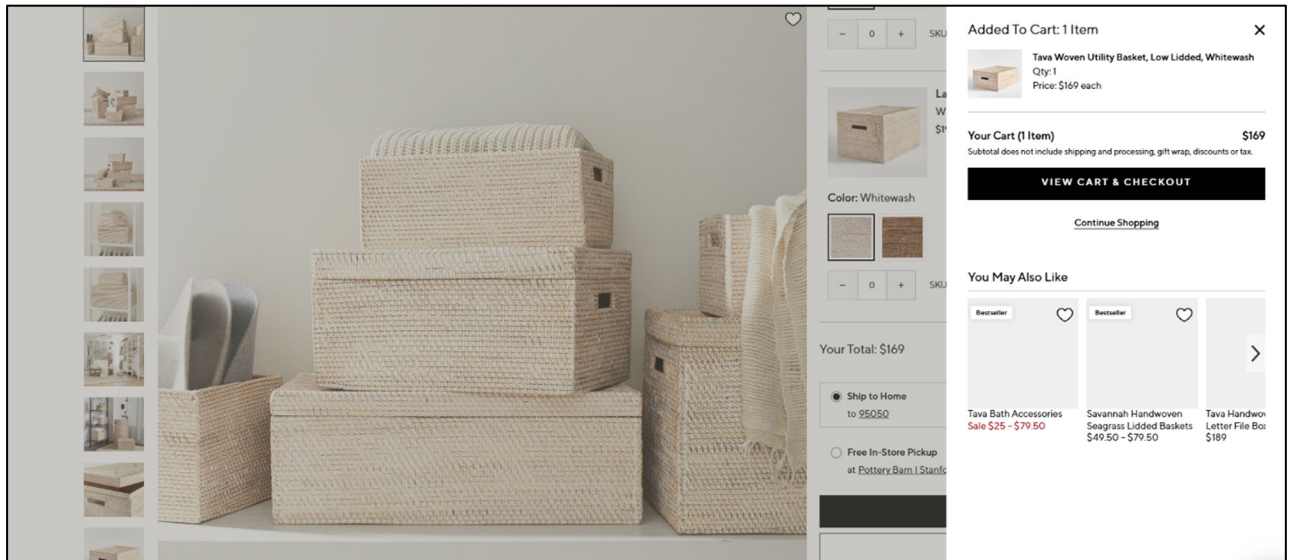
28 <sup>6</sup> OFFICE OF THE ATTORNEY GENERAL, CAL. DEP’T OF JUSTICE, *SB 478 Frequently Asked Questions*,  
<https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf>.

1 43. If a shopper views the individual product page for the Tava Handwoven Lidded  
2 Baskets and selects the smallest size, the advertised price of \$169 is displayed.



9 **Figure 14**

10 44. The advertised price is again displayed when a shopper adds the item to their cart.



20 **Figure 15**

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45. The advertised price is again displayed when a shopper goes to their cart.

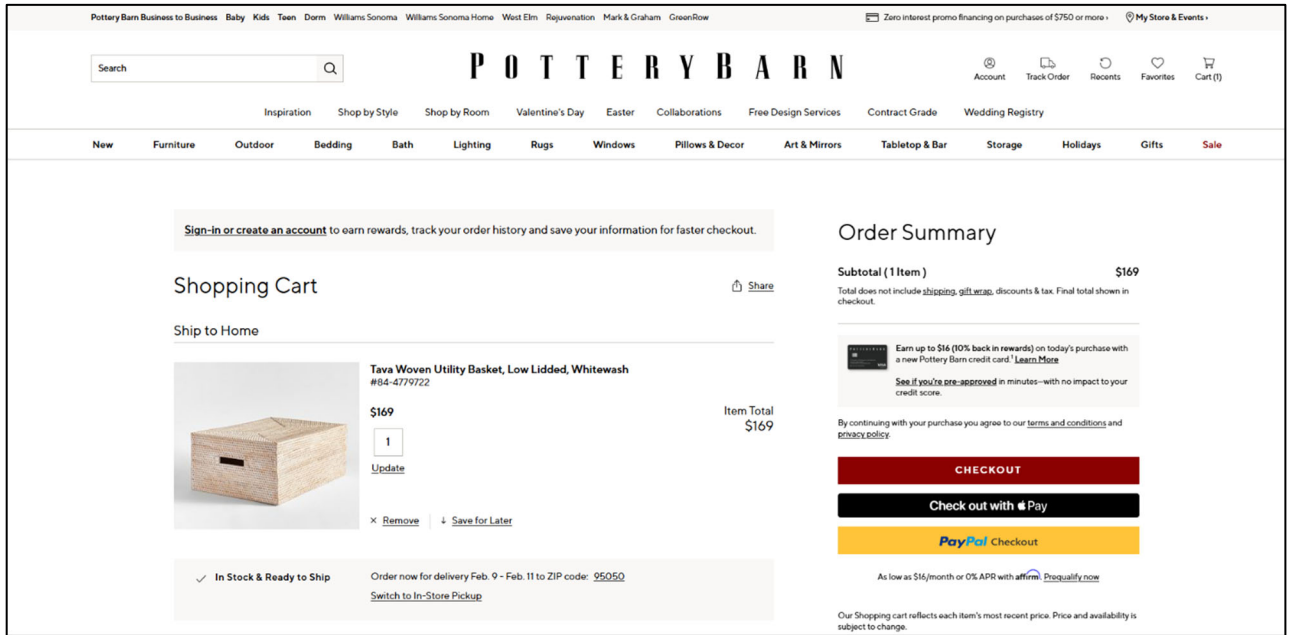


Figure 16

46. It isn't until a shopper goes to checkout, and *after the shopper has entered their shipping and payment information*, that Defendant's bundled "Shipping & Processing" fee is disclosed. See Figure 17 (next page).

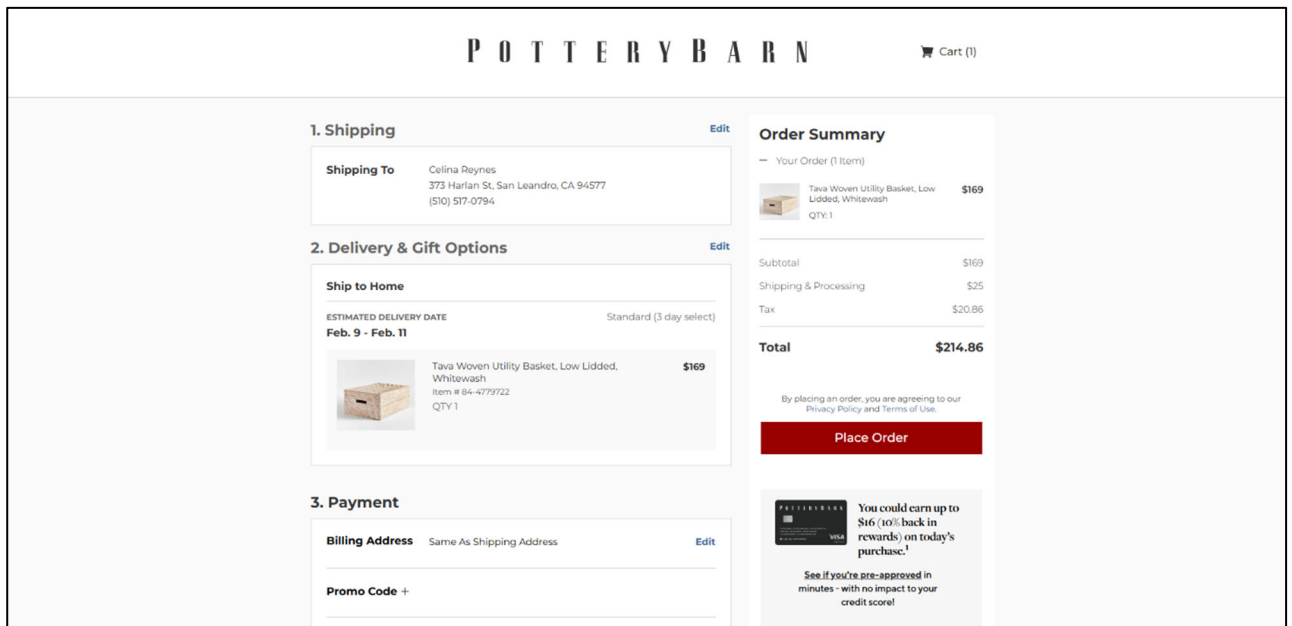


Figure 17



1 California Class is any entity in which Defendant has a controlling interest, and officers or  
2 directors of Defendant.

3 53. **Nationwide Honest Pricing Law Subclass:** Plaintiffs O’Malley and Reilly also  
4 seek to represent a subclass defined as all individuals in the United States who purchased items  
5 using Defendant’s website on or after July 1, 2024 and paid a “Shipping & Processing” fee (the  
6 “Nationwide Subclass”). Excluded from the Nationwide Honest Pricing Law Subclass is any entity  
7 in which Defendant has a controlling interest, and officers or directors of Defendant.

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

13 55. **Virginia Class:** Plaintiff Reilly seeks to represent a class defined as all individuals  
14 in Virginia who purchased items using Defendant’s websites on or after February 11, 2024 and  
15 paid a “Shipping & Processing” fee (the “Virginia Class”). Excluded from the Virginia, Class is  
16 any entity in which Defendant has a controlling interest, and officers or directors of Defendant.

17 56. **Virginia Mandatory Fee and Surcharge Disclosure Subclass:** Plaintiff Reilly  
18 seeks to represent a class defined as all individuals in Virginia who purchased items using  
19 Defendant’s websites on or after July 1, 2025 and paid a “Shipping & Processing” fee (the  
20 “Virginia Subclass”). Excluded from the Virginia Subclass is any entity in which Defendant has a  
21 controlling interest, and officers or directors of Defendant.

22 57. Members of the Classes are so numerous that their individual joinder herein is  
23 impracticable. Members of the Classes likely number in the thousands. The precise number of  
24 Class members and their identities are unknown to Plaintiffs at this time but may be determined  
25 through discovery. Members of the Classes may be notified of the pendency of this action by mail,  
26 email, and/or publication through the distribution records of Defendant.

27 58. Common questions of law and fact exist as to all members of the Classes and  
28 predominate over questions affecting only individual members. Common legal and factual

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

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

14         60. Plaintiff Reilly is an adequate representative of the Classes because her interest do  
15 not conflict with the interests of the Classes and members she seeks to represent, she has retained  
16 competent counsel experienced in prosecuting class actions, and she intends to prosecute this  
17 action vigorously. The interests of members of the Classes will be fairly and adequately protected  
18 by Plaintiff and her counsel.

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

3 **COUNT I**  
4 **California Civil Code § 1770(a)(29)(A)**  
5 **(On Behalf of the Nationwide and California Subclasses)**

6 62. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set  
7 forth herein.

8 63. Plaintiffs bring this claim individually and on behalf of the members of the  
9 Nationwide Subclass against Defendant. Plaintiff O'Malley separately brings this claim  
10 individually and on behalf of the members of the California Subclass against Defendant.

11 64. Defendant owns, operates, or controls the Williams Sonoma, West Elm, and Pottery  
12 Barn Websites, which are all places where consumers can purchase various items for personal and  
13 household use.

14 65. Defendant violated California Civil Code § 1770(a)(29)(A) by “[a]dvertising,  
15 displaying, or offering a price for a good or service that does not include all mandatory fees or  
16 charges” on the product screens depicted in this complaint.

17 66. Defendant’s “Shipping & Processing” fee is a “mandatory fee[] or charge[]” that  
18 must be paid in order to purchase the item. Cal. Civ. Code § 1770(a)(29)(A). What is more, for in-  
19 store pick up transactions, Defendant’s Shipping fee is not a “[p]ostage or carriage charge[] that  
20 will be *reasonably* and actually incurred to ship the *physical good to the consumer.*” Cal. Civ.  
21 Code § 1770(a)(29)(A)(ii) (emphasis added). For starters, if a consumer selects the in-store pick-up  
22 option, the physical good is not being shipped “to the consumer,” but *to Defendant’s store*. A  
23 consumer still needs to get into a car, pick up the item, and take it back to them. Nor is defendant  
24 shipping fee for in-store pick-ups “reasonable.” After all, reasonable consumers that purchase items  
25 in stores almost never pay a shipping fee, even though virtually every item in the store’s inventory  
26 was necessarily manufactured elsewhere and shipped to the store before being offered for sale.  
27 Moreover, it is unclear whether an item that is being selected for pick up at one of Defendant’s  
28 brick-and-mortar stores needed to be shipped to the store prior to the consumer choosing to buy it,  
or whether it was already in stock at that physical location when the consumer placed her order.



1 Processing fee. This fee was rendered unlawful by Defendant's failure to timely disclose it.

2 75. Plaintiffs and Class Members were also harmed by not having the total cost of their  
3 products disclosed upfront at the start of the purchase process. By not knowing the total cost before  
4 selecting a product for purchase from Defendant, Plaintiffs and Class Members could not shop  
5 around for items at other retailers like Wayfair or Crate & Barrel, to name a few. As such,  
6 Plaintiffs and Class Members had no way of knowing whether they were getting the best deal their  
7 money could buy. By hiding its Processing Fee, Defendant was able to reduce price competition  
8 and cause consumers like Plaintiffs and Class members to overpay.

9 76. Plaintiffs and Class members relied on Defendant's false and misleading  
10 representations of the advertised cost of its products in choosing to purchase its products.

11 77. As detailed in the body of this Complaint, Defendant has repeatedly engaged in  
12 conduct deemed a violation of the CLRA and has made representations regarding the price of the  
13 items on its Website which are false due to the uniform imposition of the Fee described herein.  
14 Indeed, Defendant concealed the true price of the items, and the true nature of the Fee it was  
15 charging on each purchase, from Plaintiffs and Class members.

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

22 79. Defendant does not provide services that would lead reasonable consumers to  
23 expect the imposition of the Processing Fee, and Defendant does not disclose the Processing Fee  
24 anywhere before customers reach the screen depicted in Figures 6, 11, and 16 of this complaint.  
25 Further, reasonable consumers would likewise not expect to be charged a separate Shipping Fee if  
26 they selected the in-store pick-up option. After all, reasonable consumers that purchase items in  
27 stores almost never pay a shipping fee, even though virtually every item in the store's inventory  
28 was necessarily manufactured elsewhere and shipped to the store before being offered for sale.



1 Subclass Members could not shop around for items at other retailers like Wayfair or Crate &  
2 Barrel, to name a few. As such, Plaintiff Reilly and Virginia Subclass Members had no way of  
3 knowing whether they were getting the best deal their money could buy. By hiding its Processing  
4 Fee, Defendant was able to reduce price competition and cause consumers like Plaintiff Reilly and  
5 Virginia Subclass members to overpay.

6 87. Because Defendant violated Virginia’s Mandatory Fees or Surcharges Disclosures  
7 Act, it committed “a prohibited practice under the provisions of § 59.1-200 and shall be subject to  
8 any and all of the enforcement provisions of the Virginia Consumer Protection Act.” Va. Code  
9 §59.1-610.

10 88. On behalf of herself and members of the Virginia Subclass, Plaintiff Reilly seeks to  
11 obtain statutory damages and reasonable attorneys’ fees and costs. *See* Va. Code §59.1-204.

12 **COUNT IV**  
13 **Virginia Code § 56.1-200**  
14 **(On Behalf of the Virginia Class)**

15 89. Plaintiff Reilly repeats the allegations contained in the foregoing paragraphs as if  
16 fully set forth herein.

17 90. Plaintiff Reilly brings this claim individually and on behalf of the members of the  
18 Virginia Class against Defendant.

19 91. Defendant violated Virginia Code § 59.1-200(8), which prohibits companies like  
20 Defendant from “Advertising goods or services... with intent not to sell at the price or upon the  
21 terms advertised.” Here, Defendant advertised its products for purchase on a website with prices  
22 that excluded its “Shipping & Processing” fee even though it knew perfect well that regardless of  
23 whether they selected the Ship To Home or Ship To Store option, they would charge them that fee  
24 anyway.

25 92. Plaintiff Reilly and Virginia Class Members were harmed because they paid  
26 Defendant an unlawful Shipping & Processing fee. This fee was rendered unlawful by Defendant’s  
27 failure to timely disclose it.

28 93. Plaintiff Reilly and Virginia Class Members were also harmed by not having the  
total cost of their products disclosed upfront at the start of the purchase process. By not knowing

1 the total cost before selecting a product for purchase from Defendant, Plaintiff Reilly and Virginia  
2 Class Members could not shop around for items at other retailers like Wayfair or Crate & Barrel, to  
3 name a few. As such, Plaintiff Reilly and Virginia Class Members had no way of knowing whether  
4 they were getting the best deal their money could buy. By hiding its Processing Fee, Defendant was  
5 able to reduce price competition and cause consumers like Plaintiff Reilly and Virginia Class  
6 members to overpay.

7 94. On behalf of herself and members of the Virginia Subclass, Plaintiff Reilly seeks to  
8 obtain statutory damages and reasonable attorneys' fees and costs. *See* Va. Code §59.1-204.

9 **PRAYER FOR RELIEF**

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

- 12 A. For an order certifying the Classes and Subclasses under Rule 23 of the Federal  
13 Rules of Civil Procedure and naming Plaintiffs as representative of the Classes and  
14 Subclasses and Plaintiffs' attorneys as Class Counsel to represent the Classes and  
15 Subclasses;
- 16 B. For an order declaring that Defendant's conduct violates the statutes referenced  
17 herein;
- 18 C. For an order finding in favor of Plaintiff and the Classes and Subclasses on all  
19 counts asserted herein;
- 20 D. For compensatory and statutory damages in amounts to be determined by the Court  
21 and/or jury;
- 22 E. For prejudgment interest on all amounts awarded;
- 23 F. For an order of restitution and all other forms of equitable monetary relief;
- 24 G. For injunctive relief as pleaded or as the Court may deem proper; and
- 25 H. For an order awarding Plaintiff and the Classes their reasonable attorneys' fees and  
26 expenses and costs of suit.

27 **JURY TRIAL DEMANDED**

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

Dated: February 11, 2026

**BURSOR & FISHER, P.A.**

By: /s/ Stefan Bogdanovich  
Stefan Bogdanovich

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