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*Attorneys for Plaintiff Enosh Baker
and the Proposed Class*

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

ENOSH BAKER, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

LIVE AUCTIONEERS LLC, a New York limited
liability company,

Defendant.

Case No.: 3:26-cv-10936

COMPLAINT

DEMAND FOR JURY TRIAL

CLASS ACTION

I. INTRODUCTION

1. All too often, companies that sell goods and services to consumers try to boost their revenues by adding junk fees. Specifically, through “drip pricing,” they “advertise only part of a product’s total price to lure in consumers, and do not mention other mandatory charges until late in the buying process.”¹ “Drip pricing interferes with consumers’ ability to price-compare and manipulates them into paying fees that are either hidden entirely or not presented until late in the transaction, after the consumer already has spent significant time selecting and finalizing a product or service plan to purchase.”²

2. Companies drip these fees on consumers knowing that they are effective in manipulating consumers to complete their purchases and to pay more. As the Federal Trade Commission reports, “one study compared consumer expenditures on a ticketing website that uses drip pricing versus one that disclosed mandatory fees upfront and found that users who weren’t shown the ticket fees upfront ended up spending about 20% more money and were 14% more likely to complete [the transaction].”³

3. Drip pricing is illegal under California law. The False Advertising Law (“FAL”) prohibits businesses from making or disseminating any “untrue or misleading” statement in connection with the sale of goods or services. Cal. Bus. & Prof. Code § 17500 *et seq.* The Unfair Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or practice and any unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200 *et seq.*

4. Furthermore, in 2023, California passed SB 478, which expressly prohibits drip pricing.

5. In SB 478, the California legislature announced: “This act is intended to specifically prohibit drip pricing, which involves advertising a price that is less than the actual price that a consumer will have to pay for a good or service.”⁴ SB 478 amended the Consumer Legal Remedies Act (“CLRA”) to make drip pricing explicitly illegal under the CLRA beginning on July 1, 2024. At the same time, in

¹ BUREAU OF CONSUMER PROT., FTC, BRINGING DARK PATTERNS TO LIGHT, STAFF REPORT 8–9 (2022), available at https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf.

² *Id.* at 9.

³ *Id.* (internal quotation marks omitted).

⁴ 2023 Cal. Legis. Serv. Ch. 400 § 1(a) (S.B. 478), available at https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB478.

enacting that specific prohibition, the California legislature acknowledged that drip pricing was already illegal under the UCL and the FAL: “This practice . . . is prohibited by existing statutes, including the Unfair Competition Law (Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions Code) and the False Advertising Law (Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code).”⁵

6. Thus, drip pricing is, and always has been, illegal under California’s Unfair Competition Law and False Advertising Law. And, since July 1, 2024, drip pricing has been specifically illegal under California’s Consumer Legal Remedies Act.

7. Defendant Live Auctioneers LLC sells a wide variety of goods to consumers through an online auction platform. Defendant adds a mandatory “buyer’s premium” fee (“BP fee”) to the winning price for all auction purchases, which can be as high as 30% of the bid price. Defendant violated and continues to violate the CLRA, the UCL, and the FAL through its practice of excluding the mandatory BP fee from the prices displayed, advertised, and offered to California consumers, and then requiring those consumers to pay the extra fee upon winning an auction. Defendant’s acts and practices as herein alleged were at all times intentional.

8. Plaintiff brings this action, on behalf of himself and all similarly situated consumers to whom Defendant displayed, advertised, or offered goods or services for a price that excluded the BP fee, and then charged the fee upon winning an auction, within the applicable statute of limitations preceding the filing of this action through trial (the “Class Period”), to redress Defendant’s violations of California law.

II. PARTIES

9. Plaintiff Enosh Baker is a resident of San Francisco County in the State of California.

10. Upon information and belief, Defendant Live Auctioneers LLC is a New York limited liability company with its principal place of business in New York, New York.

III. JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT

11. **Jurisdiction:** This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). The amount in controversy exceeds \$5,000,000, exclusive

⁵ *Id.* at § 1(b).

1 of interest and costs. Plaintiff Baker is a citizen of a state different from Defendant. The aggregate number
2 of members in the proposed class is 100 or more. This Court has personal jurisdiction over Defendant
3 Live Auctioneers LLC because it conducts sufficient business and has sufficient minimum contacts with
4 California, and has purposefully availed itself of the privileges and protections of California law through
5 its operation of liveauctioneers.com, by which it advertises, offers, and sells goods to California
6 consumers, including Plaintiff Baker.

7 12. **Venue:** Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of
8 Defendant's conduct giving rise to the claims occurred in this District, including Defendant's unlawful
9 sales to Plaintiff that included the BP fee.

10 13. **Divisional Assignment:** This case should be assigned to the San Francisco Division
11 pursuant to Civil L.R. 3-2, because Plaintiff Baker resides in San Francisco, the transaction occurred in
12 San Francisco, and the San Francisco Division is one of the appropriate divisions for a case arising out of
13 San Francisco County.

14 IV. FACTUAL ALLEGATIONS

15 A. Drip Pricing Is Both Effective And Illegal.

16 14. As set forth above, drip pricing is effective. By initially presenting a lower price to
17 consumers, companies lure consumers into the purchase flow, lock them into something they want to buy,
18 and only then drip fees onto the purchase, oftentimes in the most inconspicuous way possible. One study
19 has shown that, through drip pricing, companies can ultimately charge consumers 20% more and make it
20 14% more likely that they will complete their purchases.

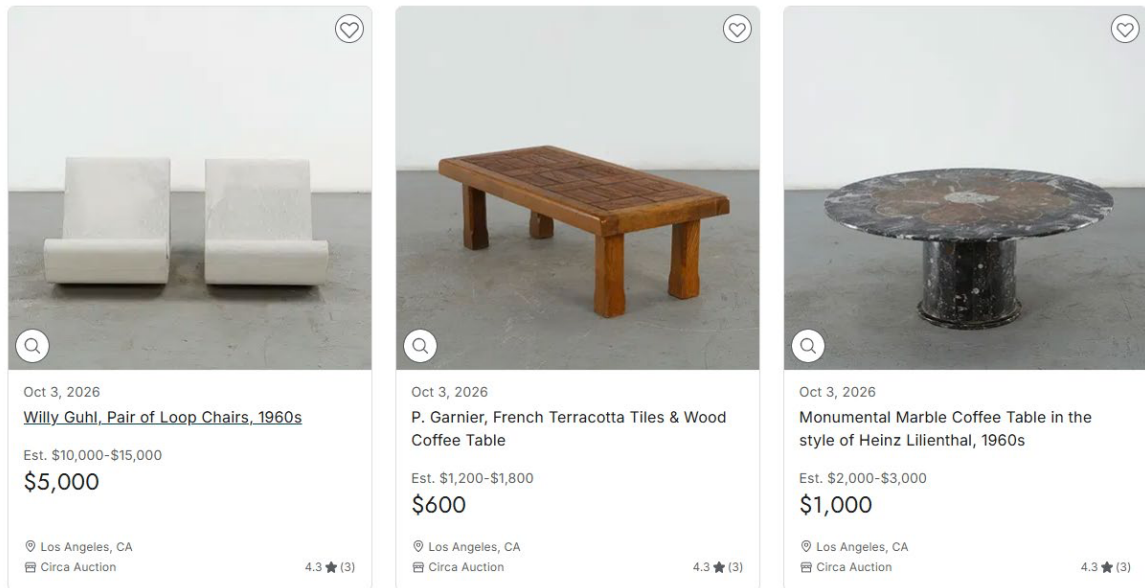
21 15. And drip pricing is illegal. Because it is unfair and deceptive, it violates Section 5(a) of
22 the FTC Act, which prohibits "unfair or deceptive acts or practices in or affecting commerce." It also
23 violates California law several times over. It has always violated the UCL and the FAL; and, since July
24 2024, it has specifically violated the CLRA.

B. Defendant Drips Hidden Fees Late In The Purchase Process.

16. Defendant adds mandatory buyer's premium fees, "typically ranging from 0% to 30%," to the final sale price of all goods purchased at auction.⁶ These fees are not taxes, government fees, postage, or carriage charges. Defendant's BP fees are additional service fees.

17. Defendant does not show consumers the total price of items, including the BP fee, in the initial prices displayed on its website. Rather, Defendant hides the true price of goods until later portions of the buying process.

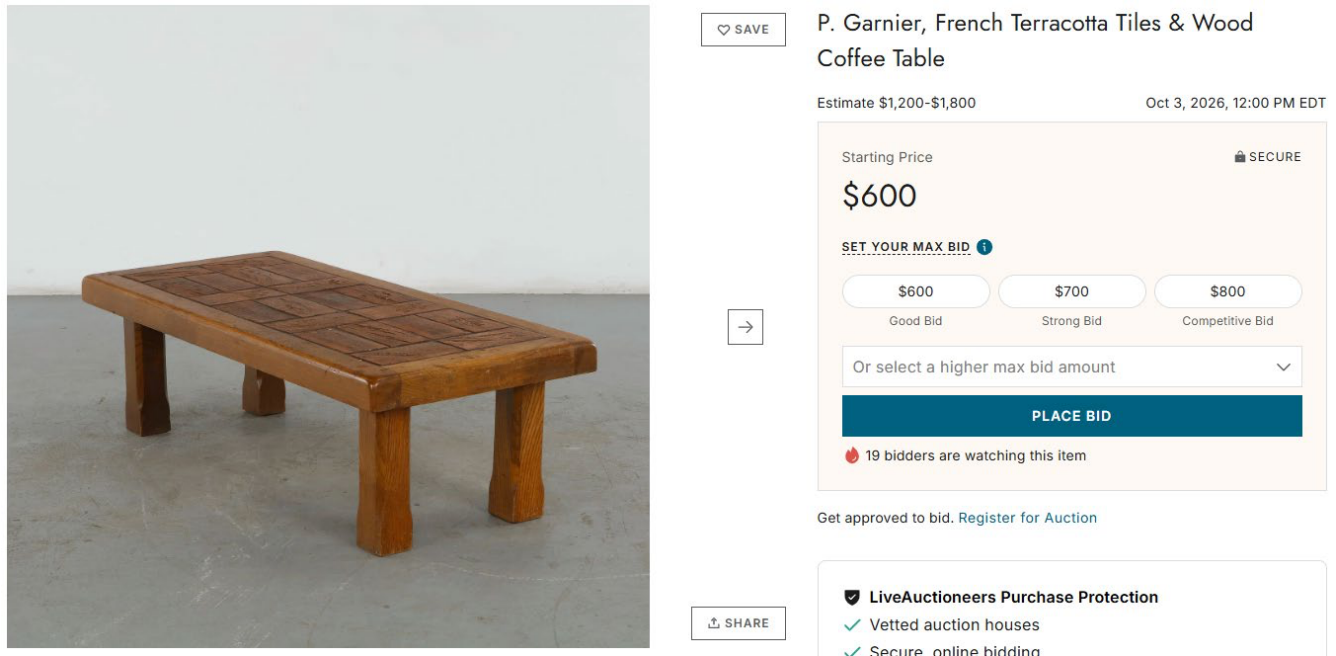
18. When a consumer visits Defendant's website, liveauctioneers.com, Defendant advertises various items for purchase. In doing so, Defendant specifically advertises the current price of the goods. For example, among other products, Defendant advertised a "P. Garnier, French Terracotta Tiles & Wood Coffee Table" for \$600.00:



19. When a consumer chooses a particular item to purchase, Defendant presents the consumer with a bidding screen, which again displays the current price, as well as the option to "Place Bid." Defendant also provides three bid recommendations: a "Good Bid" amount, a "Strong Bid" amount, and a "Competitive Bid" amount. Consumers may also "select a higher max bid amount" from a dropdown

⁶ *How to Win Big at Auction*, LIVEAUCTIONEERS, <https://www.liveauctioneers.com/how-auctions-work> (last visited Sept. 21, 2026).

menu of increasing bid increments. For example, on the bidding screen, Defendant advertised the same bid price of \$600.00 for the P. Garnier Coffee Table, as well as the three bid recommendations:



20. After a consumer sees these price presentations and decides to place a bid, Defendant requires him to log in or create an account and register with Live Auctioneers. A consumer may bid after logging in and/or creating an account.

21. After consumers create an account, select a bid amount, and click "Place Bid," Defendant displays a pop-up screen, labeled "Review Your Bid." But, on this page, the price goes up significantly, because it includes—for the first time—the BP fee. In the example above, if a consumer chose to bid the minimum amount of \$600.00, the cost of the table would increase on the "Review Your Bid" screen to \$750.00. This is because Defendant would drip onto the purchase a "Buyer's Premium (25%)" of \$150.00. Again, the "Buyer's Premium (25%)" is a mandatory fee that Defendant imposes on consumers—and that Defendant knows from the outset that it will impose on consumers. But, Defendant intentionally designed its platform to drip that BP fee on consumers only after consumers find an item they want to try to buy, and after they decide on the maximum amount of money they are willing to pay to make that purchase.

22. This is a classic case of drip pricing that, as noted above, manipulates consumers into paying more and being more likely to complete their purchases. By waiting until the end of the bidding process to disclose the true price of the items with the junk fees added, Defendant manipulated consumers

into buying more and paying more—and made it difficult for consumers to comparison shop across different sellers for a lower price.

23. Even if Defendant successfully showed consumers the percentage of the BP fee earlier in the process, any purported disclosure of the BP fee was not sufficiently conspicuous and did not cure the misleading price presentation in the purchase flow. As California’s Attorney General has explained, a business does not comply with the law “by listing or advertising one price and separately stating that an additional percentage fee will apply”: “The price listed or advertised to the consumer must be the full price that the consumer is required to pay.”⁷

24. Moreover, Defendant’s hidden BP fee may reasonably go undetected even on the “Review Your Bid” screen, because, for example, consumers may wait until near the end of the auction to place a bid (a common strategy in auctions). At that point, the consumer has already seen Defendant’s artificially low price, decided it was within his budget and clicked “place bid,” and the time pressure could inhibit him from thoroughly inspecting a confirmation screen for unexpected hidden fees before submitting the bid that that consumer had already selected.

D. Plaintiff’s Purchases

25. Including in or around November 2025, Plaintiff Baker used Defendant’s website to purchase goods through auction. During that purchase, Defendant displayed and advertised prices that excluded the BP fee, and Plaintiff Baker was unaware during that purchase of the true cost of the items while bidding to buy them. Plaintiff Baker was harmed by paying Defendant’s illegal and unfair junk fee. If Defendant had not used hidden fees, Plaintiff Baker would not have bought the items he did, or would have paid less for them.

V. CLASS ACTION ALLEGATIONS

26. Plaintiff brings the asserted claims on behalf of the proposed classes of:

⁷ OFF. ATT’Y GEN., CAL. DEP’T JUST., SB 478 FREQUENTLY ASKED QUESTIONS 2 (2024), available at <https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf/>. See also Cal. Civ. Code § 1770(a)(20) (stating it to be unlawful to advertise that an item costs a specific price plus a specific percentage of that price unless certain conditions are met).

a. The California Class: All persons who, while in the State of California and within the applicable statute of limitations, purchased items through auction from Defendant and paid BP fees.

b. The CLRA Subclass: All persons who, while in the State of California and on or after July 1, 2024, purchased items through auction from Defendant and paid BP fees.

27. The following people are excluded from both the California Class and the CLRA Subclass: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and its current employees, officers, and directors; (3) persons who properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

28. The members of the California Class and CLRA Subclass are so numerous that joinder of all members is impracticable. While the exact number of Class and Subclass members is unknown to Plaintiff at this time, such information can be ascertained through appropriate discovery, from records maintained by Defendant and its agents.

29. Common questions of law and fact exist as to all members of the Class and Subclass and predominate over any questions affecting solely individual members of the Class and Subclass. Among the questions of law and fact common to the Class and Subclass are:

- a. whether Defendant displayed or advertised a price on the purchased auction items that excluded the mandatory BP fee;
- b. whether Defendant subsequently required consumers to pay the mandatory BP fee;
- c. whether Defendant's drip pricing as set forth above is illegal under California consumer protection laws, including the CLRA, the UCL, and the FAL;
- d. what damages are needed to reasonably compensate Plaintiff and the proposed Class and Subclass.

e. whether Plaintiff and the proposed Class and Subclass are entitled to restitution;
and

f. whether Plaintiff and the proposed Class and Subclass are entitled to injunctive relief.

30. Plaintiff's claims are typical of those of the other Class and Subclass members because Plaintiff, like every other Class and Subclass member, was required to pay the mandatory BP fee after being exposed to virtually identical price displays, advertisements, and offers that excluded the mandatory BP fee.

31. Plaintiff can fairly and adequately represent the interests of the Class and Subclass; he has no conflicts of interest with other Class or Subclass members; and he has retained counsel competent and experienced in class action and civil litigation.

32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable, and it would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

**VI. FIRST CAUSE OF ACTION FOR VIOLATIONS OF
CALIFORNIA CIVIL CODE SECTION 1750 *ET SEQ.*
[THE CONSUMER'S LEGAL REMEDIES ACT]
[BY PLAINTIFF AND THE CLRA SUBCLASS AGAINST DEFENDANT]**

33. Plaintiff re-alleges all prior paragraphs of this Complaint as though fully set forth herein.

34. Plaintiff brings this cause of action individually and on behalf of the CLRA Subclass.

35. As alleged above, Defendant's false and misleading advertising caused Plaintiff and the CLRA subclass to purchase items from Defendant and to pay a price premium for those items.

36. California Civil Code Section 1770 states, in pertinent part: "(a) The unfair methods of competition and unfair or deceptive acts or practices listed in this subdivision undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer are unlawful:

...

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

...

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

...

(20) Advertising that a product is being offered at a specific price plus a specific percentage of that price unless (A) the total price is set forth in the advertisement, which may include, but is not limited to, shelf tags, displays, and media advertising, in a size larger than any other price in that advertisement, and (B) the specific price plus a specific percentage of that price represents a markup from the seller's costs or from the wholesale price of the product.

...

(29)(a) Advertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges other than either of the following:

(i) Taxes or fees imposed by a government on the transaction.

(ii) Postage or carriage charges that will be reasonably and actually incurred to ship the physical good to the consumer.”

Cal. Civ. Code § 1770(a).

37. Defendant Live Auctioneers LLC is a limited liability company, and therefore a “person” under the CLRA. Cal. Civ. Code § 1761(c).

38. Plaintiff and the CLRA Subclass are “consumers” under the CLRA. Cal. Civ. Code § 1761(d).

39. Plaintiff and the CLRA Subclass have engaged in “transactions” with Defendant under the CLRA. Cal. Civ. Code § 1761(e).

40. Defendant offers and sells “goods” under the CLRA, including clothes, accessories, furniture, art, and jewelry. Cal. Civ. Code § 1761(a).

41. Defendant’s conduct, acts, and practices violated and continue to violate the CLRA because its price misrepresentations extend to transactions that intended to result, and which have resulted in, the sale of goods to Plaintiff and the CLRA Subclass.

42. Defendant displayed, advertised, and offered goods at artificially low prices—which excluded the mandatory BP fee—all the while knowing that the true cost of the items was significantly higher than the prices presented. Defendant displayed the artificially low prices on its item catalogs and bidding screens.

43. Defendant did not charge the BP fee for any excluded purpose under section 1770(a)(29)(A) (government taxes or shipping).

44. By advertising artificially low prices, Defendant hindered consumers' ability to fairly and accurately compare the prices of the items offered by Defendant with those of other sellers. And, by displaying artificially low prices, Defendant misled and deceived consumers to purchase items from Defendant at higher prices than they would have otherwise chosen to pay—if at all. The artificially low prices were a substantial factor in Plaintiff's purchase decisions. In addition, Subclass-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy the items.

45. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the CLRA Subclass because they paid illegal and unfair junk fees, and/or they overpaid for the items because they were sold at a price premium due to the hidden fees.

46. On or around August 5, 2026, Plaintiff Baker provided Defendant with a pre-filing notice and demand, on behalf of himself and the CLRA Subclass, pursuant to California Civil Code Section 1782. Plaintiff Baker informed Defendant that he intended to seek damages under the CLRA after sending the notice if it did not cure the violations within 30 days. Defendant did not cure the violations within 30 days.

47. Due to Defendant's violations as set forth herein, Plaintiff and the CLRA Subclass are entitled to actual damages in amounts to be proven at trial but in no case less than \$1,000, restitution, punitive damages, injunctive relief, and mandatory attorneys' fees and costs. Cal. Civ. Code § 1780(a), (e).

48. Plaintiff and the CLRA Subclass seek to enjoin Defendant from engaging in these unlawful, unfair, and deceptive practices. There is no other adequate remedy at law and if an injunction is not ordered, Plaintiff and the CLRA Subclass will suffer irreparable harm and/or injury.

49. A CLRA venue affidavit is attached.

**VII. SECOND CAUSE OF ACTION FOR VIOLATIONS OF
CALIFORNIA BUSINESS & PROFESSIONAL CODE SECTION 17200 *ET SEQ.*
[THE UNFAIR COMPETITION LAW]
[BY PLAINTIFF AND THE CALIFORNIA CLASS AGAINST DEFENDANT]**

50. Plaintiff re-alleges all prior paragraphs of this Complaint as though fully set forth herein.

51. Plaintiff brings this cause of action individually and on behalf of the California Class.

52. The UCL prohibits unfair competition, which is defined as “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

53. The UCL grants a private right of action to any “person who has suffered injury in fact and has lost money or property as a result of the unfair competition.” *Id.* at § 17204. Plaintiff suffered injury in fact and has lost money because he was required to pay substantially more than the prices displayed, advertised, and offered to him by Defendant. And, Plaintiff’s injuries were a result of Defendant’s display of artificially low prices.

54. Defendant violated the UCL by using practices that are unlawful under the CLRA, the FAL, and the FTC Act. Defendant also violated the UCL by engaging in unfair acts and practices, i.e., excluding the mandatory BP fee from the prices displayed to consumers is misleading, deceiving, and has no benefit to consumers. And, Defendant knew or should have known that its practices fraudulently lure consumers in with an artificially low price, so Defendant can profit at their expense.

55. As a result of Defendant’s violations of the UCL, Plaintiff and the Class are entitled to restitution and injunctive relief. Cal. Bus. & Prof. Code § 17203.

56. Plaintiff and the Class seek to enjoin Defendant from engaging in these unlawful, unfair, and deceptive practices. There is no other adequate remedy at law and if an injunction is not ordered, Plaintiff and the Class will suffer irreparable harm and/or injury.

**VIII. THIRD CAUSE OF ACTION FOR VIOLATIONS OF
CALIFORNIA BUSINESS & PROFESSIONAL CODE SECTION 17500 *ET SEQ.*
[THE FALSE ADVERTISING LAW]
[BY PLAINTIFF AND THE CALIFORNIA CLASS AGAINST DEFENDANT]**

57. Plaintiff re-alleges all prior paragraphs of this Complaint as though fully set forth herein.

58. Plaintiff brings this cause of action individually and on behalf of the California Class.

59. The FAL makes it “unlawful for any person, firm, corporation, or association . . . to make or disseminate or cause to be made or disseminated . . . any statement . . . which is true or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell [the product] so advertised at the price stated therein, or as so advertised.” Cal. Bus. & Prof. Code § 17500.

60. The FAL grants a private right of action to “any person who has suffered injury in fact and has lost money or property as a result of a violation of [the FAL].” *Id.* at § 17535. As mentioned, Plaintiff and the Class suffered injury as a result of Defendant’s display, advertisement, and offer of artificially low prices.

61. Defendant violated the FAL by disseminating statements on its platform that it knew, or should have known, display untrue and misleading prices that exclude the mandatory BP fee.

62. As a result of Defendant’s violations of the FAL, Plaintiff and the Class are entitled to restitution and injunctive relief. Cal. Bus. & Prof. Code § 17535.

63. Plaintiff and the Class seek to enjoin Defendant from engaging in these unlawful, unfair, and deceptive practices. There is no other adequate remedy at law and if an injunction is not ordered, Plaintiff and the Class will suffer irreparable harm and/or injury.

IX. PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment against Defendant as follows:

A. That the Court certifies this action as a class action, appointing Plaintiff as the Class Representative and Plaintiff’s counsel as Class Counsel;

B. That the Court award to Plaintiff and to each member of the Subclass damages to which they are entitled under California Civil Code Section 1780(a);

C. That the Court award to Plaintiff and to each member of the Class restitution under California Business and Professional Code Sections 17203 and 17535;

D. That the Court enjoin Defendant from engaging in unlawful, unfair, and deceptive acts or practices, including those alleged herein, whether under the California Civil Code Section 1780(a) or California Business and Professional Code Sections 17203 and 17535;

E. For an award of attorneys' fees and costs;

F. For prejudgment interest at the legal rate; and

G. For such other relief as the Court may deem proper.

X. DEMAND FOR JURY TRIAL

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

Dated: September 25, 2026

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