Lisa M. Freeman (State Bar No. 258549)
lisa@dapeer.com
DAPEER LAW, P.A.
11500 W Olympic Blvd, Suite 550
Los Angeles, CA 90064
Telephone: 323-701-0508

Ben Travis (State Bar No. 305641)
ben@bentravislaw.com
BEN TRAVIS LAW, APC
12481 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: 619-353-7966

Attorneys for Plaintiff and the Proposed Classes

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JANE PARK, individually and on behalf of all others similarly situated,

Plaintiff,

v.

THE TALBOTS LLC,

Defendant.

Case No. 8:26-cv-1719

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiff Jane Park ("Plaintiff") brings this class action against The Talbots LLC ("Talbots" or "Defendant") for violations of California's Consumers Legal Remedies Act ("CLRA"), California Civil Code § 1750 *et seq*; California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, et seq.; and California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, et seq. Plaintiff files this action on behalf of herself and all others similarly situated and makes the following allegations based upon personal knowledge as to her own acts, and upon information and belief as to all other matters, formed after a reasonable inquiry by her counsel.

2. This action challenges Talbots' practice of imposing a hidden processing (also referred to herein as "handling") charge on consumers who purchase merchandise through its website at www.talbots.com (the "Website"). When a consumer browses the Website, Talbots displays product prices that do not reflect the full cost of the transaction. It is not until the consumer has selected an item, chosen a size (and color, if applicable), added the product to a bag, and proceeds to their shopping bag to checkout, that Talbots informs them that the Shipping fee is actually a "Shipping & Processing"[1] fee, which includes internal handling costs that California law requires to be disclosed in the advertised price.

3. The California legislature enacted Senate Bill 478, effective July 1, 2024, to eliminate precisely this kind of drip pricing. The amended CLRA permits retailers to exclude genuine postage or carriage charges from an advertised price, but it does not extend that exception to handling fees. The California Attorney General has confirmed: handling charges "must be included in the advertised price." Cal.

---

[1] Talbots previously referred to it as a "Shipping & Handling" fee. This fee, whether called a "Shipping & Processing" fee or a "Shipping & Handling" fee is referred to in this Complaint as the "Fee".

Dep't of Just., Off. of the Att'y Gen., SB 478 Frequently Asked Questions (2024), https://oag.ca.gov/hiddenfees ("Like any other mandatory fee or charge, a *handling* charge must be included in the advertised price.").

4. Talbots further demonstrates the discretionary character of this charge through its promotional structure. Talbots waives the Fee entirely for consumers who hold its Premier Credit Card. A charge that a retailer can waive at will as a marketing incentive is not an unavoidable pass-through of carrier postage, but rather it is an internal cost of business.

5. Plaintiff seeks injunctive relief, restitution, disgorgement and recovery of reasonable attorneys' fees and costs on behalf of herself and all similarly situated California consumers.

PARTIES

6. Plaintiff Jane Park is a natural person and, at all times relevant to this action, a citizen and resident of Fullerton, California.

7. Defendant The Talbots LLC is a Delaware limited liability company with its principal place of business at 1 Talbots Drive, Hingham, MA 02043. Talbots operates the Website, through which it sells apparel, accessories, and related merchandise directly to consumers throughout the United States, including in California. Talbots also maintains retail store locations in California. Talbots regularly transacts business with California consumers through its Website.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). This is a class action in which the putative Class exceeds 100 members, the aggregate amount in controversy exceeds $5,000,000 exclusive of interest, fees, and costs, and at least one Class member is a citizen of a state different from Defendant.

9. This Court has personal jurisdiction over Talbots because Talbots conducts substantial business in the State of California. Talbots sells merchandise to California residents through its Website as part of its ordinary course of business, collects the fees at issue in this action from California consumers, maintains brick-and-mortar retail stores in California, and directs advertising to California residents through digital and traditional marketing channels.

10. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

FACTUAL BACKGROUND

A. California's Ban on Drip Pricing

11. On October 7, 2023, Governor Newsom signed Senate Bill 478 into law. Effective July 1, 2024, SB 478 added subdivision (a)(29) to California Civil Code § 1770, making 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" except for two narrow categories: (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 good to the consumer." Cal. Civ. Code § 1770(a)(29)(A)(i)-(ii).

12. The legislative purpose was unambiguous. SB 478 was "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."[2] The practice of revealing mandatory fees only at the tail end of a transaction was identified as a

[2] 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.

tactic that "boost[s] corporate profits at the expense of those who can least afford it."[3]

13. The exception for shipping costs is narrow by design. It covers only the actual "postage or carriage charges" a carrier imposes to transport a package. It does not cover handling. The California Attorney General's Office has stated: "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."[4] (Emphasis in original.)

14. The rationale for this distinction is straightforward. Shipping costs, which are made up of the postage or carriage a carrier like UPS or FedEx charges to move a parcel, are imposed by third parties and vary by destination. Handling costs, by contrast, are internal expenses the retailer chooses to incur in operating its fulfillment infrastructure: labor for picking and packing orders, warehouse overhead, and packaging materials. These are part of the cost of doing business, no different from rent or electricity, and must be reflected in the advertised price.

15. SB 478 did not create a new theory of liability out of whole cloth. The CLRA had already prohibited bait-and-switch practices. SB 478 just codified this practice with specificity.

B. Talbots' Hidden Handling Charge

16. Talbots operates a nationwide e-commerce platform at www.talbots.com. The Website displays thousands of apparel products such as shirts,

---

[3] Office of the Attorney General, Cal. 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.

[4] 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.

pants, dresses, jackets, and accessories, each accompanied by an advertised price. None of these advertised prices includes Talbots' handling charge.

17. A consumer visiting the Website encounters product listings showing only the base merchandise price. No reference to any handling fee appears on the homepage, category pages, or search results.

18. When a consumer selects a product, the resulting product detail page displays the item's price, available sizes, color options, and a product description. The displayed price does not reflect any handling charge. No disclosure of such a charge appears on this page (*see* ***Figure 1*** below).



Figure 1

19. After the consumer clicks "Add to Bag," a shopping bag summary appears. This summary shows the selected item, its displayed price, and a subtotal. It

does not reveal any handling charge. *See* ***Figure 2*** below.

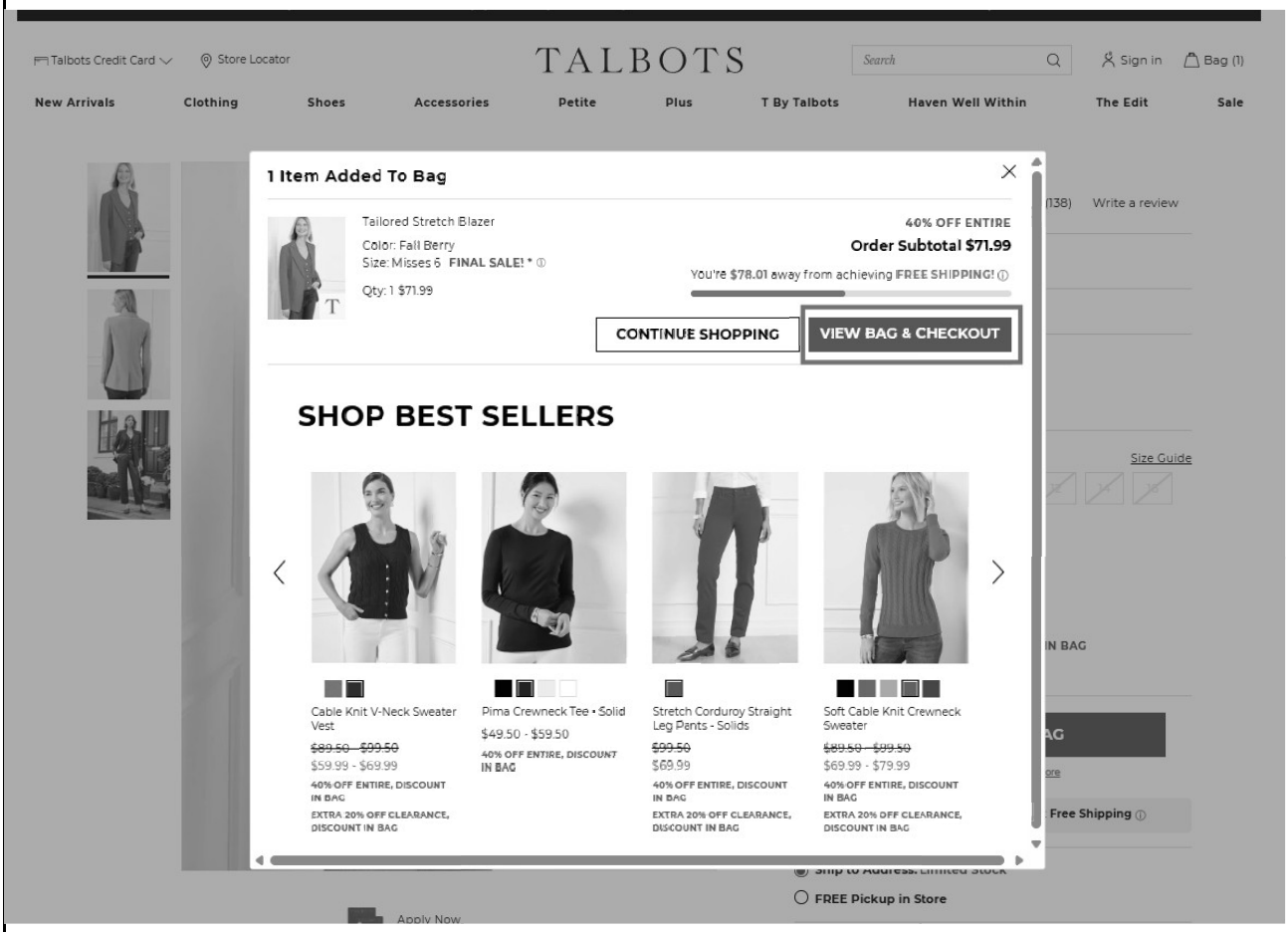


Figure 2

20. When consumers click on their shopping bag, it informs them for the first time that there may be an additional "Shipping & Processing" charge. (*see* ***Figure 3*** below).

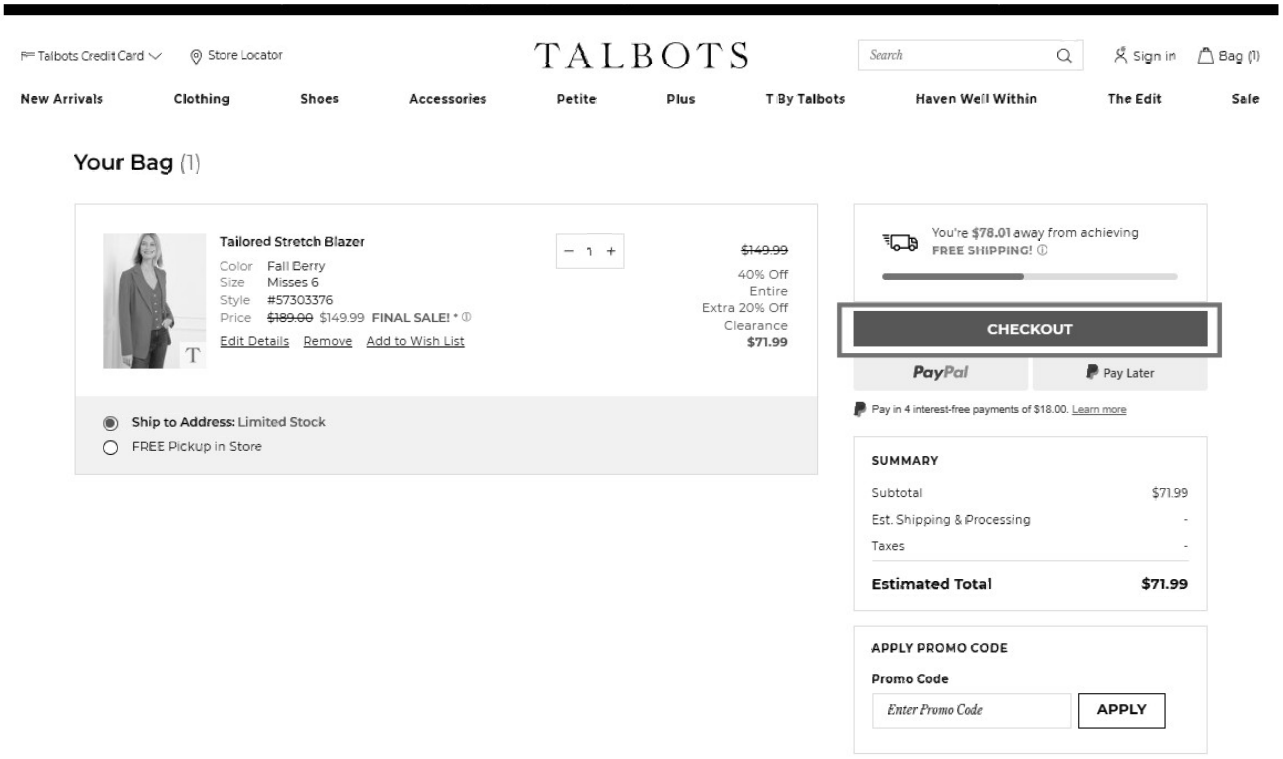


Figure 3

21. The processing component of Talbots' Fee does not qualify for either statutory exception. It is not a tax or government-imposed fee. Cal. Civ. Code § 1770(a)(29)(A)(i). Nor is it a "postage or carriage charge[] that will be reasonably and actually incurred to ship the physical good[] to the consumer." Cal. Civ. Code § 1770(a)(29)(A)(ii). It is an internal operational cost that Talbots has elected to strip from its advertised product prices and impose as a separate, undisclosed surcharge.

22. Talbots' own promotional behavior confirms the discretionary nature of the charge. Talbots waives the Fee for its Premier Credit Cardholders, which suggests it does not represent only the unavoidable cost of carrier postage. Instead, the handling portion of the Fee is a discretionary surcharge that Talbots uses as a lever to drive credit card sign-ups—confirming that it is an internal business cost, not a pass-through of third-party charges.

23. Talbots only reveals the Fee once a consumer is ready to check out. By the time a consumer realizes that a handling charge was surreptitiously added to their purchase, they have already invested significant time in the purchasing process—browsing the catalog, selecting an item, choosing a size and color. These sunk costs create psychological friction that discourages consumers from disputing hidden fees, navigating a cumbersome return process, or beginning their purchase journey all over again at a competing retailer. This is precisely the consumer harm that SB 478 was enacted to prevent.

C. Plaintiff's Experience

24. Plaintiff made several purchases from Defendant's Website during the applicable statute of limitations for which she was charged the Fee. For example, on January 29, 2026, Plaintiff visited the Website and purchased a Cable Knit V-Neck Cardigan for a merchandise price of $12.10 after a discount from the original price of $94.99. On top of the merchandise price, Talbots imposed a combined "Shipping & Processing" fee of $9.65. Together with $1.69 in sales tax and the merchandise price of $12.10, the total charge was $23.44. *See* ***Figure 4*** below.

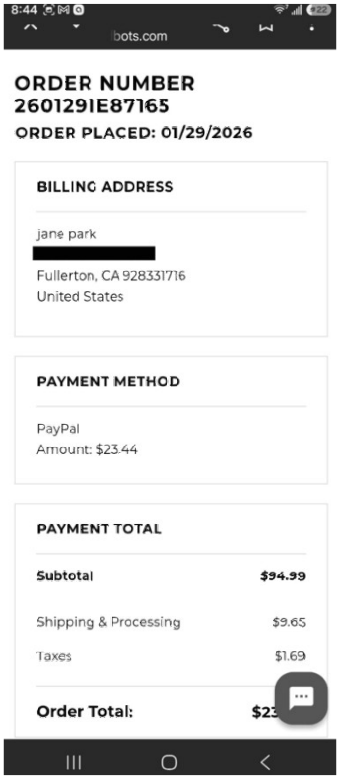


Figure 4

25. The purchase experience Plaintiff encountered is substantially identical to the experience every consumer encounters on Talbots' Website. Regardless of the product selected, Talbots does not disclose its handling charge until a consumer is checking out.

CLASS ACTION ALLEGATIONS

26. Plaintiff brings this action as a class action pursuant to Rule 23(a), (b)(2), (b)(3) and (c)(4) of the Federal Rules of Civil Procedure.

27. **Proposed Class:** Plaintiff seeks to represent a class defined as all persons in the State of California who purchased any item(s) from Talbots' Website and were charged a Fee (whether labeled "Shipping & Processing", "Shipping & Handling" or otherwise) at any time during the applicable statute of limitations (the "Class"). Excluded from the Class are Talbots, its officers, directors, and members, and any entity in which Talbots holds a controlling interest.

28. **Proposed Subclass:** Plaintiff further seeks to represent a subclass defined as all members of the Class who were charged such a Fee on or after July 1, 2024 (the "Transparent Pricing Subclass"). The Class and the Transparent Pricing Subclass are referred to collectively as the "Classes." The same exclusions apply.

29. **Numerosity:** The Classes are so numerous that joinder of all members is impracticable. Talbots is a major national apparel retailer that operates both brick-and-mortar stores and an e-commerce platform serving consumers throughout the United States. On information and belief, the Classes include tens of thousands of California consumers. The exact number and identities of Class members can be determined through Talbots' transaction records.

30. **Commonality and Predominance:** Common questions of law and fact predominate over any individualized issues. These common questions include, but are

not limited to: (a) whether Talbots' Fee includes a handling component; (b) whether Talbots' failure to include the handling component in its advertised prices violates California Civil Code § 1770(a)(29)(A); (c) whether Talbots' practice of advertising prices that exclude the handling fee, with intent not to sell at those advertised prices, violates California Civil Code § 1770(a)(9); and (d) the appropriate form of relief.

31. **Typicality:** Plaintiff's claims are typical of the claims of the Classes. Plaintiff and all Class members were subject to the same pricing practice: Talbots displayed merchandise prices that did not include any handling fee and imposed the Fee only at checkout. Plaintiff and all Class members suffered the same type of injury arising from Talbots' uniform conduct.

32. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff's interests are aligned with those of the Classes, and she has retained competent counsel with experience in consumer class action litigation. Plaintiff has no conflicts with any member of the Classes.

33. **Superiority:** A class action is the superior method for resolving this dispute. The handling fee at issue in any individual transaction is modest, making it economically impractical for individual consumers to bring separate actions. A class action allows the efficient resolution of thousands of nearly identical claims in a single proceeding, conserves judicial resources, and prevents inconsistent outcomes.

FIRST CAUSE OF ACTION

Violation of California Civil Code § 1770(a)(9)

(On Behalf of the Class)

34. Plaintiff incorporates by reference each of the foregoing paragraphs as though fully set forth herein.

35. Plaintiff brings this cause of action on behalf of herself and all members of the Class.

36. Plaintiff and the other Class members are "consumers" as the term is defined by California Civil Code § 1761(d), because she and they purchased products

from Defendant for personal, family or household purposes.

37. Plaintiff and Defendant, and the other Class members and Defendant, have engaged in "transactions" as that term is defined by California Civil Code § 1761(e).

38. The conduct alleged in this complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

39. California Civil Code § 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to sell them as advertised."

40. Talbots advertised and displayed specific prices for its merchandise on the Website. Talbots did so with the intent not to sell those products at the displayed prices. Instead, Talbots intended to—and did—charge consumers an additional fee that was not reflected in the advertised price. The true cost of every transaction was higher than the price Talbots displayed.

41. Plaintiff and Class members were harmed because they paid a fee that was not disclosed at the time Talbots advertised the price of its products. By concealing the handling component of the Fee, Talbots prevented Plaintiff and Class members from accurately comparing Talbots' prices with those of competing retailers, suppressing price competition and causing consumers to pay more than they anticipated. By the time consumers began the checkout process, they had already invested time and energy selecting the products they would purchase, but Talbots never intended to sell those products as advertised.

42. Plaintiff and Class members relied on Talbots' displayed prices in deciding to purchase products from the Website.

43. Talbots' conduct was willful, knowing, and undertaken with reckless disregard for consumers' rights. Talbots designed its checkout flow to hide a handling fee and maximize purchase completions. The hidden fee is disclosed only at

checkout, exploiting the time and effort consumers have already invested in their transaction.

44. On behalf of herself and the Class, Plaintiff seeks injunctive relief to halt Talbots' unlawful practices and an award of reasonable attorneys' fees and costs. Cal. Civ. Code § 1780.

SECOND CAUSE OF ACTION

Violation of California Civil Code § 1770(a)(29)(A)

(On Behalf of the Transparent Pricing Subclass)

45. Plaintiff incorporates by reference paragraphs 1-33 as though fully set forth herein.

46. Plaintiff brings this cause of action on behalf of herself and all members of the Transparent Pricing Subclass.

47. Plaintiff and the other Transparent Pricing Subclass members are "consumers" as the term is defined by California Civil Code § 1761(d), because she and they purchased products from Defendant for personal, family or household purposes.

48. Plaintiff and Defendant, and the other Transparent Pricing Subclass members and Defendant, have engaged in "transactions" as that term is defined by California Civil Code § 1761(e).

49. The conduct alleged in this complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

50. Effective July 1, 2024, California Civil Code § 1770(a)(29)(A) 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" other than taxes or fees imposed by a government and actual postage or carriage charges.

51. Talbots violated this provision by advertising, displaying, and offering prices for merchandise on its Website that did not include the handling component of the "Fee". The handling charge is a "mandatory fee[] or charge[]" that consumers are required to pay in order to complete their purchase from the Website. Cal. Civ. Code § 1770(a)(29)(A).

52. The handling charge does not fall within either statutory exception. It is not a tax or government-imposed fee. Nor is it a "postage or carriage charge[] that will be reasonably and actually incurred to ship the physical good[] to the consumer." Cal. Civ. Code § 1770(a)(29)(A)(ii).

53. Plaintiff and Transparent Pricing Subclass members were injured because they paid Talbots' unlawfully concealed fee. The total cost of their purchases was not disclosed at the outset of the transaction, in violation of California Civil Code § 1770(a)(29)(A).

54. Plaintiff and Transparent Pricing Subclass members were further injured because the concealment of the true cost deprived them of the ability to make informed purchasing decisions. Consumers who were unaware of the handling fee could not meaningfully compare Talbots' all-in price with prices offered by competing retailers.

55. On behalf of herself and the Transparent Pricing Subclass, Plaintiff seeks injunctive relief and an award of reasonable attorneys' fees and costs. Cal. Civ. Code § 1780.

THIRD CAUSE OF ACTION

Violation of California's False Advertising Law

(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)

(On Behalf of the Class)

56. Plaintiff incorporates by reference paragraphs 1-33 as though fully set forth herein.

57. The False Advertising Law prohibits making any false or misleading advertising claim.

58. Defendant makes false and misleading advertising claims by advertising one price and then tacking on a handling fee later.

59. In reliance on these false and misleading advertising claims, Plaintiff and the Class members purchased products from Defendant without knowledge of the true cost that they were going to have to pay.

60. Defendant knew or should have known that its representations and omissions were likely to deceive consumers.

61. As a result, Plaintiff and the Class members seek injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

FOURTH CAUSE OF ACTION

Violation of California's Unfair Competition Law

(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

(On Behalf of the Class)

62. Plaintiff incorporates by reference paragraphs 1-33 as though fully set forth herein.

63. By committing the acts and practices alleged herein, Defendant has violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210, as to the Class as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

64. **Unlawful Conduct**. Defendant has violated the UCL's proscription against engaging in unlawful conduct as a result of violations of the CLRA, Cal. Civ. Code § 1770(a)(9) and the FAL, as alleged above.

65. **Unfair Conduct.** Defendant's acts and practices described above also violate the UCL's proscription against engaging in unfair conduct.

66. Plaintiff and the other Class members suffered substantial injury because, on each transaction, they paid a mandatory fee that Defendant unlawfully omitted from its advertised prices. Had Defendant disclosed the true all-in price upfront as required, Plaintiff and Class members would have paid only the lawfully advertised price, would have been able to compare Defendant's true prices against competitors, and would not have incurred the concealed charge.

67. There is no benefit to consumers or competition from concealing the true cost; the only benefit is to Defendant by increasing Defendant's own profits.

68. The gravity of the consequences of Defendant's conduct as described above outweighs any justification, motive, or reason therefore, particularly considering the available legal alternatives which exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends established public policy, or is substantially injurious to Plaintiff and the other Class members.

69. **Fraudulent Conduct**. Defendant's acts and practices described above also violate the UCL's proscription against engaging in fraudulent conduct.

70. The representations and omissions constitute "fraudulent" business acts and practices because they are false and misleading to Plaintiff and the Class members.

71. Defendant's representations and omissions deceived Plaintiff and the Class members about the true price of the products.

72. Defendant knew or reasonably should have known that its statements and omissions about the cost of the products were likely to deceive consumers.

73. Plaintiff and the other Class members suffered substantial injury because, on each transaction, they paid a mandatory fee that Defendant unlawfully omitted from its advertised prices. Had Defendant disclosed the true all-in price upfront as required, Plaintiff and Class members would have behaved differently. They would have paid only the lawfully advertised price, would have been able to compare Defendant's true prices against competing retailers, and would not have paid

the concealed handling charge.

74. Defendant's violations of the UCL continue to this day. Pursuant to California Business and Professions Code § 17203, Plaintiff and the Class seek an order of this Court that includes an order requiring Defendant to:

a. Refrain from adding an extra fee on purchases without disclosing the fee upfront;

b. Provide restitution to Plaintiff and the other Class members;

c. Disgorge all revenues obtained as a result of violations of the UCL; and

d. Pay Plaintiff's and the Class's attorneys' fees and costs.

FIFTH CAUSE OF ACTION

Violation of California's Unfair Competition Law

(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

(On Behalf of the Transparent Pricing Subclass)

75. Plaintiff incorporates by reference paragraphs 1-33 as though fully set forth herein.

76. By committing the acts and practices alleged herein, Defendant has violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210, as to the Transparent Pricing Subclass, by engaging in unlawful conduct.

77. **Unlawful Conduct**. Defendant has violated the UCL's proscription against engaging in unlawful conduct as a result of violations of the CLRA, Cal. Civ. Code § 1770(a)(29), as alleged above.

78. Defendant's violations of the UCL continue to this day. Pursuant to California Business and Professions Code § 17203, Plaintiff and the Class seek an order of this Court that includes an order requiring Defendant to:

a. Refrain from adding an extra fee on purchases without disclosing the fee upfront;

b. Provide restitution to Plaintiff and the other Transparent Pricing Subclass members;

c. Disgorge all revenues obtained as a result of violations of the UCL; and

d. Pay Plaintiff's and the Transparent Pricing Subclass's attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the members of the Classes, respectfully requests that this Court enter judgment as follows:

A. Certify the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure, appoint Plaintiff as Class representative, and appoint Plaintiff's counsel as Class Counsel;

B. Declare that Talbots' conduct, as described herein, violates California Civil Code §§ 1770(a)(9) and 1770(a)(29)(A), the UCL and FAL;

C. Enter judgment in favor of Plaintiff and the Classes on each cause of action asserted herein;

D. An award of restitution for Class members;

E. An award of disgorgement for Class members;

F. Permanently enjoin Talbots from advertising, displaying, or offering prices for goods on its Website that fail to include all mandatory fees or charges, including any handling fee;

G. Award Plaintiff and the Classes their reasonable attorneys' fees and costs of suit; and

H. Grant such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims and issues so triable.

Dated: July 2, 2026

DAPEER LAW, P.A.

/s/ Lisa M. Freeman
Lisa M. Freeman (State Bar No. 258549)
lisa@dapeer.com
11500 W Olympic Blvd, Suite 550
Los Angeles, CA 90064
Telephone: 323-701-0508

BEN TRAVIS LAW, APC

/s/ Ben Travis
Ben Travis (State Bar No. 305641)
ben@bentravislaw.com
12481 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: 619-353-7966

Attorneys for Plaintiff and the Proposed Classes