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Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV402737
Reviewed By: Y. Chavez

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6 See Appendix for more Plaintiff's counsel

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF SANTA CLARA

22CV402737

9 PEOPLE OF THE STATE OF CALIFORNIA,

Case No.

10 Plaintiff,

COMPLAINT FOR INJUNCTION, CIVIL
PENALTIES, AND OTHER RELIEF

11 v.

12 Lavender Lingerie, LLC, dba Savage X Fenty,
a Delaware Limited Liability Company,

UNLIMITED CIVIL COMPLAINT –
OVER \$25,000

13 Defendant.

14
15 Plaintiff, the People of the State Of California, appearing through its attorneys, Jeffrey F.
16 Rosen, Santa Clara County District Attorney, by Jennifer Deng, Deputy District Attorney; Susan
17 Collin, Interim Santa Monica City Attorney, by Gary Rhoades, Deputy City Attorney; Jeffrey S.
18 Rosell, Santa Cruz County District Attorney, by Douglas B. Allen, Assistant District Attorney;
19 George Gascón, Los Angeles County District Attorney, by Duke Chau, Deputy District Attorney;
20 Summer Stephan, San Diego County District Attorney, by Steve Spinella, Deputy District Attorney,
21 hereby alleges the following upon information and belief:

22 **PARTIES AND VENUE**

23 Plaintiff, acting to protect the public from unfair business practices, brings this action
24 pursuant to California Business and Professions Code sections 17200 *et seq.*, 17500 *et seq.*,
25 including sections 17203, 17204, 17206, 17535, and 17536.
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1 Defendant Lavender Lingerie, LLC, dba Savage X Fenty (hereinafter “Defendant”) is a
2 Delaware Limited Liability Company with its principal place of business located in Los Angeles
3 County, California.

4 Defendant offers and sells lingerie and clothing products via the Internet to members of the
5 public in Santa Clara County, and elsewhere within the State of California

6 At all relevant times Defendant has transacted business within and from the County of Santa
7 Clara, and throughout the State of California.

8 Whenever in this complaint reference is made to any act and omission of Defendant, such
9 reference shall be deemed to mean that Defendant did the alleged acts and omissions through its
10 directors, officers, employees, agents, and/or representatives while they were acting within the actual
11 or ostensible scope of their authority.

12 This Court has jurisdiction pursuant to Article 6, section 10 of the California Constitution
13 and section 393 of the Code of Civil Procedure.

14 Venue is proper in this county pursuant to Business and Professions Code § 17204, in that
15 the violations alleged in this Complaint occurred in the County of Santa Clara.

16 **GENERAL ALLEGATIONS**

17 Defendant engaged in the acts and practices alleged in this Complaint on a regular basis since
18 at least in or about July 23, 2016. The relevant statutes of limitation have been tolled by agreement
19 of the parties effective July 23, 2020.

20 Defendant, with the intent to induce the general public to purchase its lingerie and clothing
21 products on and from its websites made or caused to be made written and oral statements throughout
22 the State of California which were untrue and/or misleading. They include, but are not limited to,
23 the following written and oral claims and statements that appeared on Defendant’s website,
24 television advertisements, internet advertisements, and print advertisements:

25 A. Advertising reduced price for products sold without clearly and conspicuously
26 informing the consumers that they must enroll in the Defendant’s VIP
27 membership which automatically renewed until the consumers cancel;

28 B. Advertising Defendant’s store credit offered by its VIP membership can be used

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anytime when such credit could only be used with a purchase greater than the value of the credit.

When consumers purchased Defendant’s products on its website, Defendant would automatically add an automatically recurring paid VIP membership into the consumers shopping bag, causing the consumers’ credit cards be charged repeatedly for subsequent credit until cancelled by the consumers.

Defendant did not properly disclose the material terms and/or conditions of its automatic renewal plan clearly and conspicuously on its website.

Defendant’s alleged conduct violated California’s Automatic Purchase Renewal Law pursuant to Business and Professions Code (hereinafter “B&P”) § 17600 *et seq.* as follows:

- a. Defendant failed to clearly and conspicuously disclose the legally required terms of the automatic renewal plan in visual proximity to a request for the consumer’s consent to the plan;
- b. Defendant failed to obtain the consumer’s affirmative and express informed consent to the above terms before obtaining the consumer’s billing information and payment;
- c. Defendant failed to provide a post-payment acknowledgment that included clear and conspicuous disclosure of the above terms;
- d. Defendant failed to provide a simple online mechanism for consumers to stop recurring charges under the automatic renewal plans.

FIRST CAUSE OF ACTION

(Unfair Competition Law – B & P § 17500)

Plaintiff restates and incorporates allegations of the preceding paragraphs.

Defendant’s practice of failing to disclose its automatic renewal plan in a clear and conspicuous manner before automatically and repeatedly charging consumers was misleading when made and were known, or by the exercise of reasonable care should have been known, to be misleading.

1 Each of the aforementioned failures violated Business and Professions Code § 17500 *et seq.*
2 Unless enjoined by this Court, Defendant will continue to make misleading statements in
3 violation of Business and Professions Code § 17500.

4 Pursuant to Business and Professions Code § 17536, Defendant is liable for a civil penalty of
5 \$2,500 for each violation of § 17500.

6 **SECOND CAUSE OF ACTION**

7 (Unfair Competition – B & P § 17200)

8 Plaintiff restates and incorporates allegations of the preceding paragraphs.

9 Defendant has committed acts of unfair competition as defined by B & P § 17200 by
10 engaging in unlawful, unfair and fraudulent acts and practices.

11 The acts and practices were “unlawful” pursuant to section 17200 in that they violated the
12 respective laws described above.

13 The acts were “unfair” pursuant to section 17200, as defined by law, both to Defendant’s
14 consumers and to its competitors.

15 The acts were “fraudulent” pursuant to section 17200 in that they were likely to deceive
16 members of the public and were performed with that intent.

17 Unless enjoined by the Court, Defendant will continue its wrongful practices.

18 Pursuant to Business and Professions Code § 17203 and the Court’s equitable powers, the
19 Court may issue a permanent injunction and such other orders as may be necessary to prevent future
20 acts of unfair competition by Defendant.

21 Pursuant to Business and Professions Code § 17203 and the Court’s equitable powers, the
22 Court may make such orders as may be necessary to restore to any person any interest in money
23 which may have been acquired through Defendant’s unfair competition.

24 Pursuant to Business and Professions Code § 17206, the Court must assess a civil penalty of
25 up to \$2,500 for each act of unfair competition.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment as follows:

- 28 1. Pursuant to Business and Professions Code §§ 17203 and 17535, and the Court’s inherent
equity powers, Defendant, its subsidiaries; their successors and the assigns; their

1 directors, officers, employees, agents, and representatives of each of them; an all persons
2 and entities acting in concert or in participation with Defendant, be permanently
3 restrained and enjoined from:

- 4 a. Making, disseminating, or causing to be made or disseminated, any misleading
5 and/or deceptive statements in violation of Business and Professions Code §
6 17500, including but not limited to, the misleading statements alleged in the First
7 Cause of Action of this Complaint; and
- 8 b. Engaging in any acts of unfair competition, in violation of Business and
9 Professions Code § 17200, including but not limited to the unlawful business acts
10 and practices alleged in the Second Cause of Action of this Complaint.

- 11 2. Pursuant to Business and Professions Code § 17536, Defendant be ordered to pay a civil
12 penalty of \$2,500 for each violation of Business and Professions Code § 17500,
13 according to proof.
- 14 3. Pursuant to Business and Professions Code § 17206, Defendant be ordered to pay a civil
15 penalty of \$2,500 for each violation of Business and Professions Code § 17200,
16 according to proof.
- 17 4. Restitution of all monies wrongfully obtained from California customers.
- 18 5. Costs of suit.
- 19 6. Other relief that the Court deems proper.

20 Dated: 8/9/2022

21 JEFFREY F. ROSEN
22 Santa Clara County District Attorney

23 by  _____
 24 JENNIFER DENG
 25 Deputy District Attorney
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Appendix

The following additional attorneys represent Plaintiff, the People of the State of California, in this action:

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