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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

EBONIE MAXWELL, JESSICA
GONZALEZ, YENTLE POTTS, and
CHAKA THEUS, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

LAVENDER LINGERIE, LLC,
SAVAGE X, INC., SAVAGE X GC,
LLC, and TECHSTYLE FASHION
GROUP,

Defendants.

Case No.: 2:26-cv-06670

CLASS ACTION COMPLAINT

**ACTION SEEKING
STATEWIDE OR
NATIONWIDE RELIEF**

DEMAND FOR JURY TRIAL

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1 Plaintiffs Ebonie Maxwell, Jessica Gonzalez, Yentle Potts, and Chaka Theus
2 (collectively, “Plaintiffs”), by and through their undersigned counsel, bring this
3 Class Action Complaint against Defendants Lavender Lingerie, LLC; Savage X,
4 Inc.; Savage X GC, LLC; and TechStyle Fashion Group (collectively, the “SXF
5 Parties” or “Defendants”), and allege as follows based upon information and belief,
6 except as to the allegations specifically pertaining to Plaintiffs, which are based on
7 personal knowledge:

8 1. Robyn Rihanna Fenty – known worldwide simply as “Rihanna” – is a
9 beloved global icon. “Savage X Fenty,” the lingerie brand/business that she founded
10 in 2018, however, has not held up in the spotlight as well as the singer has performed.

11 2. In late 2022, for example, “Rihanna’s Savage X Fenty [agreed to] pay
12 \$1.2 million to settle a consumer protection lawsuit waged against it for allegedly
13 misleading consumers about its renewal practices and pricing.”¹ As explained in
14 *The Fashion Law*:

15 According to the August 2022 complaint filed by the Santa Clara, Santa
16 Cruz, San Diego, and Los Angeles County District Attorney’s Offices,
17 and the Santa Monica City Attorney’s Office, Lavender Lingerie LLC
18 dba Savage X Fenty ran afoul of California state law by failing to “get
19 the proper consent or give proper notices for the automatic renewal
20 charges, falsely advertis[ing] the ability to use store credit, and
21 misleading the public over the prices of its products, which include
22 bras, underwear, sleepwear, and loungewear.” Beyond that, the
23 prosecutors asserted that Savage X Fenty “did not clearly disclose
24 automatic charges resulting from VIP memberships.”

25 In a statement announcing the settlement . . . , which will see Savage X
26 Fenty pay \$1 million in civil penalties, \$50,000 in investigative costs,
27 and \$150,000 in restitution, Santa Clara Deputy District Attorney

28 ¹ “Rihanna’s Savage X Fenty to Pay \$1.2 Million to Settle Consumer Protection
Lawsuit,” *The Fashion Law* (Dec. 2, 2022), available at
<https://www.thefashionlaw.com/rihannas-savage-x-fenty-to-pay-1-2-million-to-settle-consumer-protection-lawsuit/> (last visited June 17, 2026) (“*TFL*”).

1 Jennifer Deng said, “Consumers have a right to know up front what
2 they are paying for and how often. Businesses have a duty to be
3 transparent about their automatic renewal charges.” ...

4 ...

5 The settlement comes a couple of years after advertising watchdog
6 TINA.org initiated an investigation into the marketing of Savage X
7 Fenty’s membership program, alleging that it found that the company
8 was violating U.S. federal law. According to formal complaints that it
9 filed with the Federal Trade Commission (“FTC”) and Santa Cruz
10 County District Attorney’s Office, respectively, Connecticut-based
11 TINA.org argued back in February 2020 that TechStyle, Inc. – which
12 Rihanna maintains a joint venture with to manufacture/market the \$150
13 million-plus Savage X Fenty brand – was in breach of a 2014 settlement
14 it entered into after being sued by the state of California for allegedly
15 misleading customers about automatic monthly payments charged to
16 their credit cards in connection with its JustFab.com, Fabkids.com,
17 Shoedazzle.com and Fabletics.com businesses.²

18 3. Unfortunately, the SXF Parties, which, collectively, operate and market
19 “Savage X Fenty,” have continued to engage in one impermissible act after another
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21 ² *TFL, supra*. See also, e.g., “Attorney General Ellison secures injunction and
22 nearly \$365k in settlement with clothing retailer regarding deceptive advertising
23 and billing,” *The Office of Minnesota Attorney General Keith Ellison* (Oct. 23,
24 2025), available at [https://www.ag.state.mn.us/Office/Communications/
25 2025/10/23_TFG-Holdings.asp](https://www.ag.state.mn.us/Office/Communications/2025/10/23_TFG-Holdings.asp) (last visited June 17, 2026) (“Attorney General
26 Keith Ellison today announced a settlement with TFG Holding, Inc., a clothing
27 retailer that offers shoes, clothing, and accessories across several different
28 brands, including JustFab, ShoeDazzle, and FabKids. ... The settlement
announced today resolves numerous issues uncovered by Attorney General
Ellison during a long-running multistate investigation. AG Ellison alleges that
TFG misrepresented the price of goods offered for sale in retail stores in
Minnesota by adding a surcharge between 3.75% to 5.25% at the point of sale
and labeling the surcharge a ‘tariff’ fee. The fee was used by TFG to recover
costs related to import and customs duties. The AG alleges that advertising one
price and charging another price with the added ‘tariff’ fee was deceptive.”).

1 to deceitfully profit off of “Savage X Fenty” customers (both in stores and online).

2 Most recently, the SXF Parties have, *inter alia*:

- 3 a) engaged in deceptive “drip pricing” between and including (at
4 least) April 2, 2025 and February 20, 2026 and charged
5 customers hidden, surprise tariff-related fees and/or surcharges,
6 *i.e.*, “junk fees,” ostensibly as a result of, due to, and/or to offset
7 new tariffs imposed by U.S. President Donald J. Trump in 2025;
- 8 b) continued to engage in drip pricing after February 20, 2026
9 (when the U.S. Supreme Court, in *Learning Resources, Inc. v.*
10 *Trump*, 607 U.S. ----, 146 S. Ct. 628 (2026), found that President
11 Trump lacked the power to impose the new tariffs) and to charge
12 customers hidden, surprise tariff-related fees and/or surcharges,
13 *i.e.*, junk fees, thereafter;
- 14 c) misrepresented tariff-related fees and/or surcharges as “taxes;”
- 15 d) failed to refund the tariff-related fees and/or surcharges charged
16 to and collected from consumers between and including (at least)
17 April 2, 2025 and February 20, 2026, even though the Supreme
18 Court found that the 2025 tariffs at issue were illegal;
- 19 e) made “Savage X Fenty” “Membership Credits” (“Credits”), for
20 which consumers paid, expire after 12 months in violation of
21 California Civil Code § 1749.5 (“Section 1749.5” or the “Gift
22 Card Law”); and
- 23 f) failed to (i) provide consumers with the requisite notice that,
24 *inter alia*, their “Savage X Fenty” “Rewards Membership” (and
25 the attendant monthly charge) would continue indefinitely unless
26 and until they cancelled their memberships; (ii) obtain
27 consumers’ express affirmative consent to the automatic renewal
28 or continuous service offer terms of the membership; and (iii)
allow for consumers to easily cancel their memberships, *i.e.*,
“Savage X Fenty” obstructs and delays consumers’ abilities to
cancel the continuous service.

1 4. By undertaking these and/or other acts, as well as conspiring among
2 themselves, the SXF Parties have, *inter alia*, violated both state and federal law and
3 unjustly enriched themselves at the expense of “Savage X Fenty” customers.

4 **The Parties**

5 5. Plaintiff Ms. Maxwell is a resident of Joliet, Illinois, and a citizen of
6 the State of Illinois.

7 6. Plaintiff Ms. Gonzales is a resident of Bronx, New York, and a citizen
8 of the State of New York.

9 7. Plaintiff Ms. Potts is a resident of Cincinnati, Ohio, and a citizen of
10 the State of Ohio.

11 8. Plaintiff Ms. Theus is a resident of Hawthorne, California, and a citizen
12 of the State of California.

13 9. Defendant Lavander Lingerie, LLC (“LLL”) is a Delaware limited
14 liability company that, upon information and belief, operates “Savage X Fenty.” Its
15 principal place of business and/or corporate headquarters are located at 800 Apollo
16 Street, El Segundo, California 90245. Upon information and belief, LLL’s members
17 (and/or managers) are Denise Albright and TechStyle, Inc., which, upon information
18 and belief, is now named and/or (also) known as “TechStyle Fashion Group” and/or
19 “TFG Holdings, Inc.”³ Upon information and belief, Ms. Albright is a resident and
20 citizen of California. As discussed further below, *see infra* at ¶ 13, TechStyle, Inc.
21 is a Delaware corporation with its principal place of business and/or corporate
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25 ³ See Assurance of Discontinuance, *In the Matter of TFG Holdings, Inc.* (Minn.
26 Dist. Ct. Oct. 20, 2025), available at https://www.ag.state.mn.us/Office/Communications/2025/docs/TFG-Holdings_AOD.pdf (last visited June 18,
27 2026), at ¶ 2.

1 headquarters, upon information and belief, located at 800 Apollo Street, El Segundo,
2 California 90245. Accordingly, LLL is a citizen of California and Delaware.

3 10. Upon information and belief, (at a minimum) LLL does business as
4 “Savage X Fenty,” which is a joint venture between Rihanna and TechStyle Fashion
5 Group (which, upon information and belief, was formerly named and/or (also)
6 known as “TechStyle, Inc.” and/or “TFG Holdings, Inc.”).⁴

7 11. Defendant Savage X, Inc. (“Savage X”) is a California corporation with
8 its principal place of business and/or corporate headquarters located at 800 Apollo
9 Street, El Segundo, California 90245. It is a citizen of California. Upon information
10 and belief, Savage X is involved in some manner with the operation of “Savage X
11 Fenty.”

12 12. Defendant Savage X GC, LLC (“Savage X GC”) is, upon information
13 and belief, a Kentucky limited liability company. Upon information and belief, its
14 principal place of business and/or corporate headquarters are located at 1590
15 Rosencrans Avenue, Suite D62, Manhattan Beach, California 90266. Upon
16 information and belief, Savage X is the sole member of Savage X GC. Accordingly,
17 Savage X GC is a citizen of California. Upon information and belief, Savage X GC
18 is involved in some manner with the operation of “Savage X Fenty,” including, but
19 not necessarily limited to, the issuance and administration of at least certain gift
20 cards.

21 13. Defendant TechStyle Fashion Group (“TFG”),⁵ which was formerly
22 known as JustFab, Inc., was founded in 2010 in El Segundo, California. Upon
23 information and belief, the company was formerly named and/or (also) known as
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25 ⁴ See, e.g., *infra* at ¶ 21.

26 ⁵ Herein, “TFG” is defined to include TechStyle, Inc. and TFG Holdings, Inc. as
27 well as TechStyle Fashion Group.

1 “TechStyle, Inc.” and/or “TFG Holdings, Inc.” Its principal place of business and/or
2 corporate headquarters are also located at 800 Apollo Street, El Segundo, California
3 90245. Upon information and belief, TFG is a Delaware corporation. Accordingly,
4 TFG is, at a minimum, a citizen of California and Delaware.

5 14. “Savage X Fenty” sells “an extensive assortment of lingerie, everyday
6 basics, men’s essentials, elevated sleep and loungewear – and, most recently, year-
7 round bridal styles.”⁶ It has retail stores in Yonkers, New York as well as in Atlanta,
8 Georgia; Boston, Massachusetts; Washington, D.C.; Detroit, Michigan; Glendale,
9 California; Houston, Texas; Los Angeles, California; Miami, Florida; New York,
10 New York; Orland Park, Illinois; Philadelphia, Pennsylvania; St. Louis, Missouri;
11 and Las Vegas, Nevada. It also has a (domestic) website: www.savagex.com (the
12 “Website”).

13 15. All critical decisions about and policies concerning, *inter alia*, (a)
14 charging tariff-related fees and/or surcharges and (b) expiring Credits are and, at all
15 relevant times, were, upon information and belief, made and/or set in California
16 where the SXF Parties’ corporate headquarters are located.⁷ Indeed, all but one of
17 Defendants have their headquarters at the same street address, which, upon
18 information and belief, is at least one of the locations from which they coordinate
19 and conspire.⁸ Moreover, upon information and belief, California is where each of

20 ⁶ “About Savage X Fenty,” *Savage X Fenty*, <https://www.savagex.com/about> (last
21 visited June 17, 2026) (“About”).

22 ⁷ *See, e.g.*, “Savage X Fenty,” *highperformr*, [https://www.highperformr.ai/](https://www.highperformr.ai/company/savagexfenty)
23 [company/savagexfenty](https://www.highperformr.ai/company/savagexfenty) (last visited June 17, 2026) (“SXFHQ”) (stating that the
24 “Savage X Fenty” headquarters “[s]erves as the central hub for Savage X Fenty’s
25 global operations, including product design and development, brand marketing,
e-commerce management, retail strategy, and corporate functions”).

26 ⁸ SXFHQ, *supra* (observing that the “Savage X Fenty” headquarters is “the nerve
27 center for [the] brand”).

1 Defendants' top executives work and/or live, where the nexus or hub of the SXF
2 Parties' relationship(s) is located, and even from where "Savage X Fenty" products
3 are shipped to consumers. In other words, conduct that forms the basis of the claims
4 set forth herein occurred in California.

5 16. The exact relationship(s) among LLL, Savage X, Savage X GC, and
6 TFG is, upon information and belief, intentionally convoluted, vague, and/or
7 obscured to prejudice and/or preclude an individual from determining, *inter alia*, the
8 relationship(s) among them and/or the ownership, responsibility, liability, and
9 operator of and/or for "Savage X Fenty," its retails stores, and/or the Website.
10 Accordingly, in an abundance of caution and to avoid any "shell games," Plaintiffs
11 are suing each and every of these entities now. Plaintiffs specifically reserve the
12 right to amend this pleading and the defendants named herein based on discovery
13 and/or other information learned hereafter.

14 **Jurisdiction and Venue**

15 17. This Court has personal jurisdiction over each of the Defendants
16 because, at a minimum, each of the SXF Parties' principal place of business is
17 located in California; each regularly transacts business in California; each is at home
18 in California and has continuous and systematic contacts with the state; each is a
19 citizen of California; and/or as otherwise permitted by law.

20 18. This Court has subject-matter jurisdiction over this dispute pursuant to
21 28 U.S.C. §1332(d)(2) because this action is (i) a class action; (ii) in which the matter
22 in controversy exceeds \$5,000,000, exclusive of interest and costs; and (iii) at least
23 one member of the class of plaintiffs is a citizen of a state (*e.g.*, Illinois) different
24 from all of the Defendants. This Court also has subject-matter jurisdiction (a)
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1 pursuant 28 U.S.C. §1331 to the extent that this action arises under the laws of the
2 United States and/or (b) as otherwise permitted by law.

3 19. Venue is proper in this Court pursuant to, at least, 28 U.S.C.
4 §1391(b)(2)-(3) because, *inter alia*, a substantial part of the events or omissions
5 giving rise to the claim(s) occurred in this district and/or each Defendant is subject
6 to personal jurisdiction in this district, and/or as otherwise permitted by law.

7 **Background**

8 ***“Savage X Fenty” Generally***

9 20. “Savage X Fenty” “was [e]stablished in 2018 by Brand Visionary and
10 Founder Rihanna.”⁹

11 21. “Although Rihanna is the founder of the namesake brand, Savage X
12 Fenty is a joint business venture with TechStyle Fashion Group – the e-commerce
13 force behind Kate Hudson’s activewear brand Fabletics, the footwear company
14 ShoeDazzle and the apparel company JustFab.”¹⁰

15 22. In 2022, “Savage X Fenty” opened its first brick-and-mortar store (in
16 Las Vegas).¹¹ Today, it has 14 physical stores, including ones in some of the biggest
17 U.S. cities.¹²

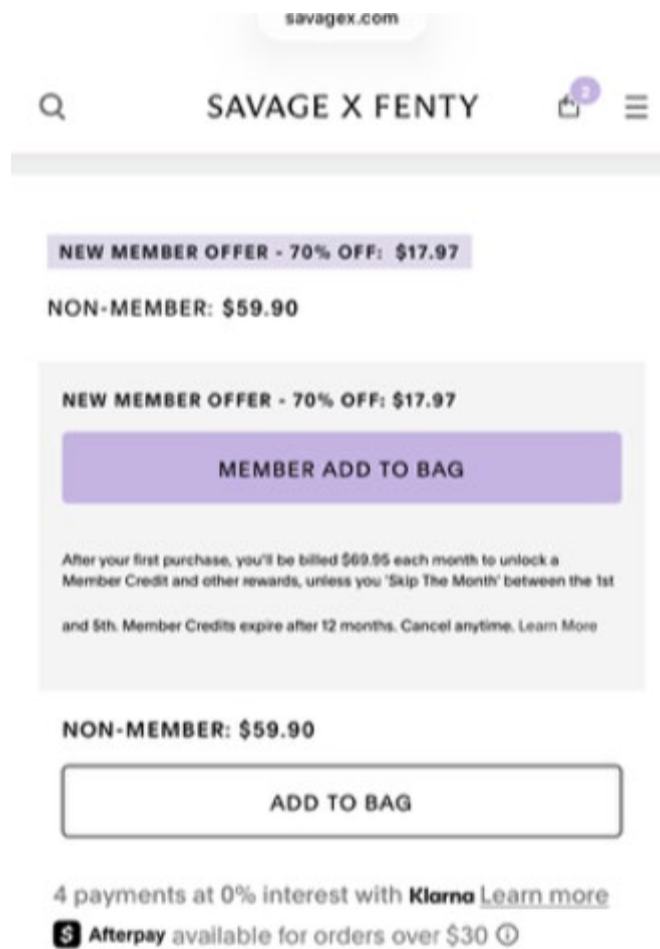
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21 ⁹ About, *supra*.

22 ¹⁰ Cortney Moore, “Rihanna’s Savage X Fenty opens 1st store in Las Vegas as
23 digital brands enter malls,” *FoxBusiness* (Jan. 24, 2022),
24 <https://www.foxbusiness.com/lifestyle/rihanna-savage-fenty-1st-store-las-vegas>
25 (last visited June 17, 2026).

26 ¹¹ Moore, *supra*.

27 ¹² *See supra* at ¶ 14.

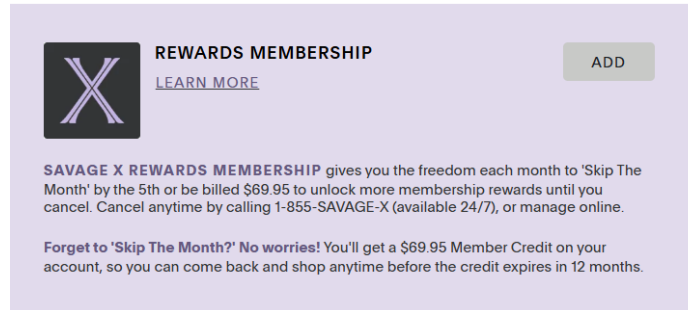
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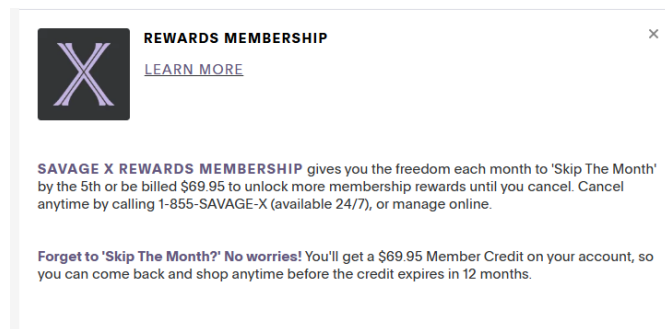
The button to proceed as a “member” is highlighted and prominent. It appears as the default option. The “non-member” option is much less noticeable, not “pre-clicked,” and would not appear as a viable option to a reasonable consumer.

25. At checkout, a customer is also given the opportunity to add a “Rewards Membership” to the customer’s “bag”:¹⁴

¹⁴ Upon information and belief, “Savage X Fenty” may have just recently, *see infra* at 11 n.15, switched to providing a customer two Credits if the customer forgets to skip a month. That change, if in fact it has occurred and/or taken effect, is immaterial to the relevant conduct and claims addressed herein.



26. If the customer clicks “Add,” the customer then sees:



27. If, via either of the foregoing screens, the customer has, until very recently it seems,¹⁵ clicked on “Learn More,” the customer was presented with a “pop-up” screen with the headline “SAVAGE X REWARDS MEMBERSHIP.” Therein, “Savage X Fenty” stated, in relevant part:¹⁶

¹⁵ To the extent that “Savage X Fenty” made changes to the Website and/or its policies, it, upon information and belief, has just done so literally within the last week.

¹⁶ Elsewhere on the Website, “Savage Fenty” seems to set forth another variation on the same theme: “If you have signed up for the Membership on or after October 22, 2025, any unused Member Credits will expire after 12 months.” However, as at least one online commenter noted that – as of *four years ago* – Credits were expiring after 12 months. See “Are the Savage X Fenty member credits expiring a new thing,” *reddit*, https://www.reddit.com/r/LingerieAddiction/comments/xu7ryo/are_the_savage_x_fenty_member_credits_expiring_a/ (last visited June 18, 2026) (“[W]hen going to skip this month, I saw that the credits are set to expire one year from

Do Member Credits ever expire?

No, Member Credits never expire. If you cancel your Membership, any unused Member Credits will remain in your account so you can come back and shop anytime. There are no refunds for unused Member Credits.

28. Once signed up as a “member,” an individual (today at least¹⁷) is billed \$69.95 each and every month unless the individual chooses to “**Skip the Month**” by the 5th of Each Month.”¹⁸ According to the “Savage X Fenty” website:

**UNLOCK EVEN MORE
REWARDS**

Each month, you can unlock even more rewards for \$69.95, including a **Member Credit** that that you can use towards your purchase of \$69.95 or more! You get automatic entry into **surprise sweepstakes**— plus, with every 5th billing, you’ll receive a **FREE underwear pack or bra!** Any unused Member Credits expire after 12 months.

their purchase. I don’t recall this being a thing, one reason why I was okay with the membership. I like their stuff enough to be okay with the membership, but if I’d been aware that the credits expire (it’s not like I’m always on a lingerie-buying binge), I doubt I would have signed up. I’m having trouble searching for an answer, as most pages go to the company’s FAQ or people complaining about the recurring membership costs rather than the supposed change in credits expiring.”).

¹⁷ See *infra* at 12 n.18.

¹⁸ Upon information and belief, that amount has increased over the years – from \$49.95 per month at one time to later \$59.95 per month, and then to its current amount, \$69.95 per month.

1 Upon information and belief, when a member cancels his membership, his or her
2 Credits expire either immediately and/or after 12 months.

3 29. The statement by “Savage X Fenty” that “[a]ny unused Member Credits
4 expire after 12 months” is unconscionable, unfair, a term of adhesion, violative of
5 public policy, and unenforceable. It also contradicts an express promise made
6 elsewhere on the Website, *see supra* at ¶ 27.

7 30. Upon information and belief, “Savage X Fenty” members routinely
8 receive e-mail communication from “Savage X Fenty.”

9 ***Tariffs Generally***

10 31. “The definition of a tariff is fairly straightforward – it’s a tax on goods
11 coming from another country.”¹⁹

12 32. Tariffs are imposed on the business importing the goods.²⁰ Tariffs are
13 ***not*** imposed directly on consumers. That said, although “[i]mporters pay tariffs to
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16 ¹⁹ Elisabeth Buchwald, “What is a tariff and how does it work,” *CNN* (Feb. 4, 2025),
17 <https://www.cnn.com/2025/02/04/business/what-is-tariff-definition-meaning>
18 (last visited June 17, 2026). *See also, e.g.*, “Tariff,” *Tax Foundation*,
19 <https://taxfoundation.org/taxedu/glossary/tariffs/> (last visited June 17, 2026)
20 (“Tax Foundation”) (“Tariffs are taxes imposed by one country on goods
21 imported from another country.”); Scott Nevil, “What Is a Tariff and Why Are
22 They Important,” *Investopedia* (May 10, 2026),
23 <https://www.investopedia.com/terms/t/tariff.asp> (last visited June 17, 2026) (“A
24 tariff is a tax imposed by one country on the goods and services imported from
25 another country to influence it, raise revenues, or protect competitive
26 advantages.”).

27 ²⁰ *See, e.g.*, Jennifer Clarke, “What tariffs has Trump introduced and why,” *BBC*
28 *News* (Feb. 24, 2026), <https://www.bbc.com/news/articles/cn93e12ryppo> (last
visited June 17, 2026) (“The tax is paid to the government by companies bringing
in the foreign products.”); Buchwald, *supra* (“Domestic businesses that import
products into the country pay the tariffs up front”).

1 their home governments, ... most economists find that the bulk of tariffs are passed
2 on to consumers.”²¹

3 33. Tariffs cause an increase in prices of the goods on which tariffs have
4 been placed as well as other goods into which the taxed goods are incorporated.²²
5 “While tariffs are often described as a tax on foreign businesses and do place an
6 economic burden on foreign exporters, the costs are often borne by consumers in the
7 country that is imposing them.”²³

8 34. “Importers who pay the tax initially will typically raise prices to pass
9 this additional cost along to consumers, known as ‘price pass-through.’ The precise
10 degree of pass-through will differ by good and sector: It is driven largely by factors
11 such as the degree of a company’s market power and consumer sensitivity to price
12 changes. But *substantial research convincingly demonstrates that it is U.S.*
13 *households who ultimately pay for tariffs.*”²⁴

14 ***The Trump Administration’s 2025 Tariffs***

15 35. “Shortly after taking office,” the Supreme Court explained in *Learning*
16 *Resources*, “President Trump sought to address two foreign threats. The first was

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18 ²¹ “What Are Tariffs,” *Council on Foreign Relations* (Apr. 1, 2025),
19 <https://www.cfr.org/backgrounders/what-are-tariffs> (last visited June 17, 2026).
20 *See also, e.g.,* Joseph Thorndike, “Who Pays Tariffs? Mostly Consumers, But
21 That Wasn’t Always True,” *Forbes* (Jan. 12, 2026), *available at*
22 [https://www.forbes.com/sites/taxnotes/2026/01/12/who-pays-tariffs-mostly-](https://www.forbes.com/sites/taxnotes/2026/01/12/who-pays-tariffs-mostly-consumers-but-that-wasnt-always-true/)
23 [consumers-but-that-wasnt-always-true/](https://www.forbes.com/sites/taxnotes/2026/01/12/who-pays-tariffs-mostly-consumers-but-that-wasnt-always-true/) (last visited June 12, 2026) (“Experts
24 tend[ed] to agree ..., concluding that consumers [would] pay most of Trump’s
25 tariffs.”); *infra* at ¶¶ 32-33.

26 ²² *See, e.g.,* Tax Foundation, *supra* (“Tariffs are trade barriers that raise prices”).

27 ²³ Tax Foundation, *supra*.

28 ²⁴ Adam S. Hersh & Josh Bivens, “Tariffs – Everything you need to know but were
afraid to ask,” *Economic Policy Institute* (Updated March 28, 2025), *available at*

1 the influx of illegal drugs from Canada, Mexico, and China. The second was ‘large
2 and persistent’ trade deficits.”²⁵

3 36. To address these threats, President Trump issued a series of Executive
4 Orders, including (a) Executive Order 14193 (“Imposing Duties To Address the
5 Flow of Illicit Drugs Across Our Northern Border”) (Feb. 1, 2025); (b) Executive
6 Order 14194 (“Imposing Duties to Address the Situation at Our Southern Border”)
7 (Feb. 1, 2025); (c) Executive Order 14195 (“Imposing Duties To Address Synthetic
8 Opioid Supply Chain in the People’s Republic of China”) (Feb. 1, 2025); and (d)
9 Executive Order 14257 (“Regulating Imports With a Reciprocal Triff to Rectify
10 Trade Practices That Contribute to Large and Persistent Annual United States Goods
11 Trade Deficits”) (Apr. 2, 2025) (“E.O. 14257”) (collectively, the “2025 Executive
12 Orders”).

13 37. The purported authority for issuing the 2025 Executive Orders and
14 imposing the tariffs established thereby was, *inter alia*, the International Emergency
15 Economic Powers Act, 50 U.S.C. § 1701, *et seq.* (“IEEPA”), which “provides the
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18 <https://www.epi.org/publication/tariffs-everything-you-need-to-know-but-were-afraid-to-ask/> (last visited June 17, 2026) (emphasis added).
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20 ²⁵ *Learning Res.*, 146 S. Ct. at 635-36 (citations omitted). *See also* “A Year After
21 ‘Liberation Day,’ Experts Review the Costs of Trump’s Tariffs,” *Council on*
22 *Foreign Relations* (Apr. 2, 2026), <https://www.cfr.org/articles/a-year-after-liberation-day-experts-review-the-costs-of-trumps-tariffs> (last visited June 17,
23 2026) (“On April 2, 2025, [President] Trump ... rais[ed] tariffs on nearly every
24 U.S. trading partner to historic highs not seen since 1909. That action brought
25 the average effective tariff rate to 22.5 percent Just seven days later, he
26 reversed course, pausing the bulk of those tariffs for ninety days, leaving a 10
27 percent across-the-board tax on imports – while raising tariffs on China to ... 125
28 percent.”) (quoting Inu Manak); *infra* at ¶ 38.

1 President broad authority to regulate a variety of economic transactions following a
2 declaration of national emergency.”²⁶

3 38. After “imposing each set of tariffs,” the Supreme Court explained, “the
4 President has issued several increases, reductions, and other modifications. One
5 month after imposing the 10% drug trafficking tariffs on Chinese goods, he
6 increased the rate to 20%. One month later, he removed a statutory exemption for
7 Chinese goods under \$800. Less than a week after imposing the reciprocal tariffs,
8 the President increased the rate on Chinese goods from 34% to 84%. The very next
9 day, he increased the rate further still, to 125%. This brought the total effective tariff
10 rate on most Chinese goods to 145%. The President has also shifted sets of goods
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22 ²⁶ “The International Emergency Economic Powers Act: Origins, Evolution, and
23 Use,” *Congressional Research Service* (Updated Sept. 1, 2025), *available at*
24 https://www.congress.gov/crs_external_products/R/PDF/R45618/R45618.16.pdf
25 f (last visited June 12, 2025). *See also, e.g.*, E.O. 14257 (“By the authority vested
26 in me as President by the Constitution and the laws of the United States of
27 America, including the International Emergency Economic Powers Act (50
28 U.S.C. 1701 et seq.) (IEEPA)”).

1 into and out of the reciprocal tariff framework. And he has issued a variety of other
2 adjustments.”²⁷

3 ***Businesses Respond to Tariffs***

4 39. To compensate for the 2025 Executive Orders and the tariffs they
5 imposed, certain U.S. businesses raised prices of the goods onto which the tariffs
6 were placed (and/or of goods into which the taxed goods were incorporated).²⁸

7 40. Indeed, as reported in October 2025, Goldman Sachs economists
8 determined that “American consumers were shouldering 37% of the burden” of the
9 new tariffs.²⁹ At that time, the economists “assessed that by the end of 2025, U.S.
10 consumers [would] be absorbing 55% of the tariff costs”³⁰

11
12 ²⁷ *Learning Res.*, 146 S. Ct. at 636 (citations omitted) (citing additional executive
13 orders). *See also supra* at 15 n.25.

14 ²⁸ *See, e.g.*, “Major brands from tech to fashion announce price hikes due to
15 Trump’s new tariffs: Here’s what will cost you more,” *The Economic Times*
16 (Apr. 20, 2025), [https://economictimes.indiatimes.com/news/international/
17 us/major-brands-from-tech-to-fashion-announce-price-hike-due-to-trumps-new-
18 tariffs-heres-what-will-cost-you-more/articleshow/120460851.cms](https://economictimes.indiatimes.com/news/international/us/major-brands-from-tech-to-fashion-announce-price-hike-due-to-trumps-new-tariffs-heres-what-will-cost-you-more/articleshow/120460851.cms) (last visited
19 June 17, 2026) (“A growing list of global firms has confirmed plans to raise
20 prices in the U.S. market, citing the direct impact of newly introduced Trump’s
21 tariffs.”); Ali McCadden, “Here are the retailers raising prices as Trump tariffs
22 take hold,” *CNBC* (May 31, 2025), [https://www.cnbc.com/2025/05/31/trump-
23 tariffs-here-are-the-retailers-raising-prices.html?msockid=1db8d62d7f996c2e
24 2ff0c0507e076d19](https://www.cnbc.com/2025/05/31/trump-tariffs-here-are-the-retailers-raising-prices.html?msockid=1db8d62d7f996c2e2ff0c0507e076d19) (last visited June 17, 2026) (“As they reported earnings in
25 recent weeks, multiple major retailers said they have already raised some prices
26 or plan to hike them in the coming weeks to offset the duties.”).

24 ²⁹ Eric Revell, “US businesses and consumers shoulder the bulk of tariff cost
25 burden, Goldman Sachs finds,” *Fox Business* (Oct. 21, 2025),
26 [https://www.foxbusiness.com/economy/us-businesses-consumers-shoulder-
27 bulk-tariff-cost-burden-goldman-sachs-finds](https://www.foxbusiness.com/economy/us-businesses-consumers-shoulder-bulk-tariff-cost-burden-goldman-sachs-finds) (last visited June 17, 2026).

27 ³⁰ Revell, *supra*.

1 41. While some U.S. businesses issued broad, general price increases, other
2 U.S. businesses, such as “Savage X Fenty,” “introduc[ed] ‘tariff surcharges,’
3 announcing new prices on their websites and in letters to consumers.”³¹

4 **“Savage X Fenty’s” Tariff-Related Fee(s) and/or Surcharge(s)**

5 42. Upon information and belief, “Savage X Fenty” started charging in-
6 store customers tariff-related fees and/or surcharges equal to 5.25 (and/or some
7 other) percent of their purchase prices:³²

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11
12 ³¹ Megal Cerullo, “Consumers now face ‘tariff surcharges’ for some goods as
13 companies pass along costs,” *CBS News* (Apr. 11, 2026),
14 <https://www.cbsnews.com/news/trump-tariff-surcharge-prices/> (last visited June
15 12, 2026). *See also, e.g.*, Aditi Shrikant, “CEO adds a ‘Trump tariff surcharge’
16 to products from China: ‘I want people to understand how it impacts us,’” *CNBC*
17 (Apr. 10, 2025), [https://www.cnbc.com/2025/04/10/ceo-adds-a-trump-tariff-
18 surcharge-to-products-from-china.html?msockid=1db8d62d7f996c2e2ff0c
0507e076d19](https://www.cnbc.com/2025/04/10/ceo-adds-a-trump-tariff-surcharge-to-products-from-china.html?msockid=1db8d62d7f996c2e2ff0c0507e076d19) (last visited June 17, 2026) (“Dame, a sexual wellness brand, is
19 putting what it calls a ‘Trump tariff surcharge’ of \$5 on all vibrators, which it
20 imports from China.”); *infra* at ¶¶ 42-47.

21 Unlike “Savage X Fenty,” Dame Products, Inc., which imposed a “Trump Tariff
22 Surcharge” on products sold after President Trump issued the 2025 Executive
23 Orders, is refunding the additional amounts it collected. *See* “Why We’re
24 Refunding The Trump Tariff Surcharge,” *Dame*, [https://dame.com/pages/trump-
25 tariff-refund](https://dame.com/pages/trump-tariff-refund) (last visited June 17, 2026) (“If you were charged our Trump Tariff
26 Surcharge, you will receive an automatic refund.”).

27 ³² *See* “Tariff Tax??,” *Facebook* (Nov. 11, 2024), [https://www.facebook.com/
28 groups/lasvegasanythinglocal/posts/what-is-this-525-tariff-tax-at-the-savage-x-
fenty-store-in-the-fashion-show-mall/9240528385971030/](https://www.facebook.com/groups/lasvegasanythinglocal/posts/what-is-this-525-tariff-tax-at-the-savage-x-fenty-store-in-the-fashion-show-mall/9240528385971030/) (last visited June 4,
2026). *See also, e.g., infra* at ¶¶ 87-88. (It appears that, recently, the “owner” of
the Facebook post, which had been publicly available, changed who can see it or
deleted it.)

Subtotal	\$132.35
Tax (8.37%)	\$11.67
Tariff (5.25%)	\$6.94
Total	\$150.96

43. “Savage X Fenty” also charged tariff-related fees and/or surcharges to online purchasers.

44. “Savage X Fenty” deceptively referred to that online fee and/or surcharge as an “Import Tax”:

56

< Order Details

ORDER SUMMARY

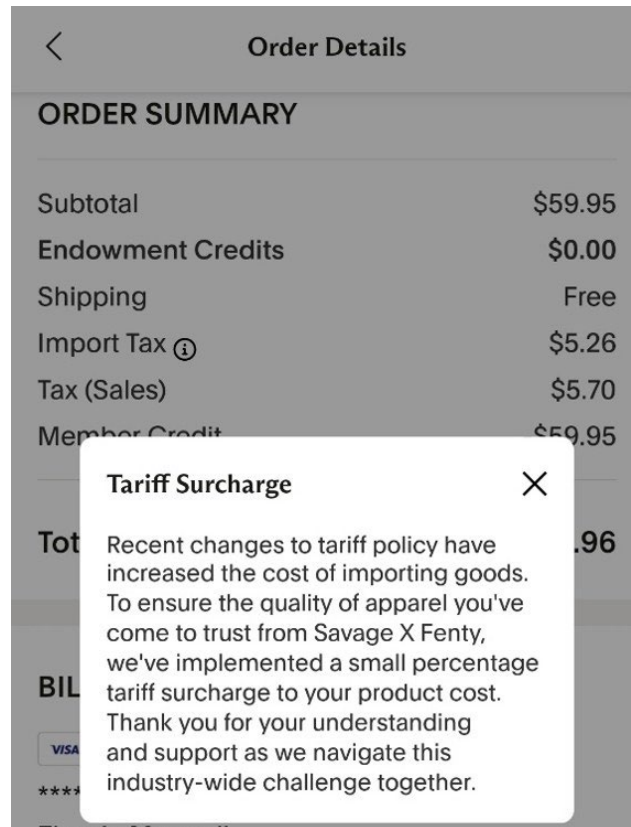
Subtotal	\$59.95
Endowment Credits	\$0.00
Shipping	Free
Import Tax ⓘ	\$5.26
Tax (Sales)	\$5.70
Member Credit	-\$59.95

Total	\$10.96
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45. However, “[a] tax is a mandatory payment or charge collected by local, state, and national governments from individuals or businesses to cover the costs of general government services, goods, and activities.”³³ This tariff-related fee and/or surcharge charged by “Savage X Fenty” most certainly was **not** a tax. It was **not** mandated by the government. It was **not** collected by the government. And, it was **not** intended to cover the costs of any government services, goods, or activities.

³³ “Tax,” *Tax Foundation*, <https://taxfoundation.org/taxedu/glossary/tax/> (last visited June 17, 2026).

1 46. If an online consumer clicked to learn more about the so-called “Import
2 Tax,” “Savage X Fenty” stated:



17 47. Regardless, upon information and belief, “Savage X Fenty” did *not*
18 disclose this tariff-related fee and/or surcharge, which was *not* part of the advertised
19 price of any product, to any consumer until *after* the consumer was deep into the
20 purchasing process.

21 ***“Drip Pricing” and “Junk Fees”***

22 48. The addition of this extra, unexpected, last-minute “tariff surcharge to
23 [a customer’s] product cost” is a quintessential example of drip pricing and/or the
24 imposition of a junk fee.

25

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1 49. “Drip pricing” is “[a] pricing technique in which firms advertise only
2 part of a product’s price and reveal other charges later as consumers go through the
3 buying process.”³⁴

4 50. Colloquially, “[a] junk fee is an unexpected and sometimes hidden fee
5 a company charges consumers for a service that often costs it little to provide.”³⁵

6 51. Although “[m]ost Americans are unfamiliar with terms like ‘ancillary
7 revenue,’ ‘shrouded attributes,’ or ‘partitioned pricing[,]’ ... we’re all well
8 acquainted with the feeling that we’ve been scammed, tricked, or flat-out deceived
9 when shopping for products and services. That’s why the phrase ‘junk fees,’ coined
10 by Consumer Financial Protection Bureau (CFPB) director Rohit Chopra, makes
11 intuitive sense, even if you’re just hearing it for the first time. The fact that ‘fees’
12 almost always refer to non-optional costs was an important factor in settling on that
13 descriptor, Chopra [explained].”³⁶

14 52. As the FTC stated, when announcing “a final Junk Fee Rule to prohibit
15 bait-and-switch pricing and other tactics used to hide total prices and bury junk fees
16
17
18

19 ³⁴ Mary Sullivan, “Overview of Drip Pricing” (May 21, 2012), *available at*
20 [https://www.ftc.gov/sites/default/files/documents/public_events/economics-](https://www.ftc.gov/sites/default/files/documents/public_events/economics-drip-pricing/msullivan.pdf)
21 [drip-pricing/msullivan.pdf](https://www.ftc.gov/sites/default/files/documents/public_events/economics-drip-pricing/msullivan.pdf) (last visited June 17, 2026).

22 ³⁵ Beth Braverman & Erica Sandberg, “What Is a Junk Fee and How Does it Affect
23 You?,” *U.S. News & World Report* (June 12, 2026), *available at*
24 [https://money.usnews.com/money/personal-finance/spending/articles/what-are-](https://money.usnews.com/money/personal-finance/spending/articles/what-are-junk-fees-and-how-do-they-affect-you)
[junk-fees-and-how-do-they-affect-you](https://money.usnews.com/money/personal-finance/spending/articles/what-are-junk-fees-and-how-do-they-affect-you) (last visited June 17, 2026).

25 ³⁶ Hassan Ali Kanu, “Loaded Up With Junk,” *The American Prospect* (June 6,
26 2024), *available at* [https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-](https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-junk/)
27 [junk/](https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-junk/) (last visited June 17, 2026).

1 in the live-event ticketing and short-term lodging industries[,] *[t]hese unfair and*
2 *deceptive pricing practices harm consumers and undercut honest businesses.*”³⁷

3 ***Learning Resources v. Trump***

4 53. On February 20, 2026, the Supreme Court, in an opinion authored by
5 Chief Justice Roberts, struck down the tariffs imposed by the 2025 Executive Orders,
6 finding that IIEPA did not empower the President to impose the tariffs.

7 54. The Court explained:

8 [T]he Government reads IIEPA to give the President power to
9 unilaterally impose unbounded tariffs. On this reading, moreover, the
10 President is unconstrained by the significant procedural limitations in
11 other tariff statutes and free to issue a dizzying array of modifications
12 at will. All it takes to unlock that extraordinary power is a Presidential
13 declaration of emergency, which the Government asserts is
14 unreviewable. And the only way of restraining the exercise of that
15 power is a veto-proof majority in Congress. That view, if credited,
16 would “represent[] a ‘transformative expansion’” of the President’s
17 authority over tariff policy, and indeed – as demonstrated by the
18 exercise of that authority in this case – over the broader economy as
19 well. It would replace the longstanding executive-legislative
20 collaboration over trade policy with unchecked Presidential
21 policymaking.³⁸

22 55. In the end, the Court rejected that argument:

23 ³⁷ “Federal Trade Commission Announces Bipartisan Rule Banning Junk Ticket
24 and Hotel Fees,” *Federal Trade Commission* (Dec. 17, 2024), *available at*
25 [https://www.ftc.gov/news-events/news/press-releases/2024/12/federal-trade-](https://www.ftc.gov/news-events/news/press-releases/2024/12/federal-trade-commission-announces-bipartisan-rule-banning-junk-ticket-hotel-fees)
26 [commission-announces-bipartisan-rule-banning-junk-ticket-hotel-fees](https://www.ftc.gov/news-events/news/press-releases/2024/12/federal-trade-commission-announces-bipartisan-rule-banning-junk-ticket-hotel-fees) (last
27 visited June 17 2026) (emphasis added). *See also, e.g., id.* (“‘People deserve to
28 know up-front what they’re being asked to pay – without worrying that they’ll
later be saddled with mysterious fees that they haven’t budgeted for and can’t
avoid,’ said FTC Chair Lina M. Khan.”).

³⁸ *Learning Res.*, 146 S. Ct. at 640 (citations omitted).

1 The President asserts the extraordinary power to unilaterally impose
2 tariffs of unlimited amount, duration, and scope. In light of the breadth,
3 history, and constitutional context of that asserted authority, he must
4 identify clear congressional authorization to exercise it.

5 IEEPA's grant of authority to "regulate ... importation" falls short.
6 IEEPA contains no reference to tariffs or duties. The Government
7 points to no statute in which Congress used the word "regulate" to
8 authorize taxation. And until now no President has read IEEPA to
9 confer such power.

10 We claim no special competence in matters of economics or foreign
11 affairs. We claim only, as we must, the limited role assigned to us
12 by Article III of the Constitution. Fulfilling that role, we hold that
13 IEEPA does not authorize the President to impose tariffs.³⁹

14 ***Tariff Refunds***

15 56. Thereafter, "[a] U.S. trade court judge ... ordered the government to
16 begin paying potentially billions of dollars in refunds to importers who paid tariffs
17 that the Supreme Court said ... were collected illegally. Judge Richard Eaton of the
18 U.S. Court of International Trade in Manhattan ... ordered the refunds to be made
19 with interest."⁴⁰

20 57. Specifically, on March 4, 2026, Judge Eaton entered an Order in *Atmus*
21 *Filtration, Inc. v. United States*, No. 26-01259 (Ct. Int'l Trade Mar. 4, 2026), which

22 ³⁹ *Learning Res.*, 146 S. Ct. at 646.

23 ⁴⁰ "Judge orders U.S. Customs to process refunds on illegal Trump tariffs," *CNBC*
24 (Mar. 4, 2026), <https://www.cnbc.com/2026/03/05/judge-orders-us-customs-to-process-refunds-on-illegal-trump-tariffs.html> (last visited June 17, 2026). *See also, e.g.*, Danielle Kaye, "US trade court orders tariff refunds in setback for Trump administration," *BBC* (Mar. 4, 2026), <https://www.bbc.com/news/articles/c1d66k5r1x4o> (last visited June 17, 2026) (reporting that, in March 2026, Judge Eaton "ordered [CBP] to issue refunds for levies US President Donald Trump introduced last year under the International Emergency Economic Powers Act (IEEPA)").

1 ordered “that, with respect to any and all unliquidated entries that were entered
2 subject to the IEEPA duties, U.S. Customs and Border Protection [(‘CBP’)] is hereby
3 directed to liquidate those entries without regard to the IEEPA duties. Any liquidated
4 entries for which liquidation is not final shall be reliquidated without regard to
5 IEEPA duties.”⁴¹

6 58. On March 27, 2026, Judge Eaton entered another Order in the same
7 case, amending his prior Order(s). “The amended order now includes similar
8 instruction for finally liquated entries, with the Court directing CBP to reliquidate
9 such entries ‘without regard’ for IEEPA tariffs”⁴²

10 59. Accordingly, the Trump Administration implemented a process by
11 which it would refund to businesses the tariffs it had collected illegally.⁴³ On or
12 about April 20, 2026, CBP “launch[ed] the first phase of the Consolidated
13 Administration and Processing of Entries (CAPE) tool in the Automated
14 Commercial Environment Secure Data Portal (ACE Portal). CAPE [is intended to]
15 simplify International Emergency Economic Powers Act (IEEPA) duty refund
16 requests made pursuant to court order and in accordance with appropriate statutory
17

18 ⁴¹ Order, *Atmus Filtration, Inc. v. United States*, No, 26-01259 (Ct. Int’l Trade Mar.
19 4, 2026), available at [https://storage.courtlistener.com/recap/gov.uscourts.
20 cit.19346/gov.uscourts.cit.19346.21.0_2.pdf](https://storage.courtlistener.com/recap/gov.uscourts.cit.19346/gov.uscourts.cit.19346.21.0_2.pdf) (last visited June 17, 2026).

21 ⁴² Phil Neuffer, “Tariff refunds: Court expands scope to include finally liquidated
22 entries,” *SupplyChainDive* (Mar. 30, 2026), available at
23 [https://www.supplychaindive.com/news/tariff-refunds-cit-expands-scope-
24 finally-liquidated-entries/816080/](https://www.supplychaindive.com/news/tariff-refunds-cit-expands-scope-finally-liquidated-entries/816080/) (last visited June 17, 2026).

25 ⁴³ “Everyday people can’t use it to apply for refunds, even though tariffs cost the
26 average American household \$1,000 in 2025.” Peter Grieve, “We asked 19
27 Companies if They Plan to Give Customers Tariff Refunds. Only 3 Replied,”
28 *Money* (Apr. 22, 2026), available at [https://money.com/companies-giving-tariff-
refunds/](https://money.com/companies-giving-tariff-refunds/) (last visited June 17, 2026).

1 authority by providing an electronic pathway to submit valid IEEPA duty refund
2 claims.”⁴⁴

3 60. CBP explains, *inter alia*:

4 U.S. Customs and Border Protection (CBP) will issue validated refunds
5 for duties paid under the International Emergency Economic Powers
6 Act (IEEPA). Declarations are submitted and processed using the new
7 Consolidated Administration and Processing of Entries (CAPE) tool,
which enables batch handling of IEEPA duty refunds.⁴⁵

8 61. By April 26, 2026, more than 75,000 refund requests already had been
9 made.⁴⁶ “As of May 11, [2026,] the CBP had already received over 126,000
10 applications covering 15.1 million qualifying entries. Among those entries, 8.3
11 million shipments have been fully processed. The anticipated total payout for those
12 finalized cases alone – including interest – stands at \$35.46 billion. That number,
13
14
15

16 ⁴⁴ U.S. Customs and Border Protection, “Consolidated Administration and
17 Processing of Entries (CAPE) Phase 1” (Last updated: Apr. 8, 2026), *available*
18 *at* [https://www.cbp.gov/sites/default/files/2026-04/trade_information_notice_](https://www.cbp.gov/sites/default/files/2026-04/trade_information_notice_cape_508c.pdf)
19 [cape_508c.pdf](https://www.cbp.gov/sites/default/files/2026-04/trade_information_notice_cape_508c.pdf) (last visited June 17, 2026).

20 ⁴⁵ U.S. Customs and Border Protection, “IEEPA Duty Refunds Fact Sheet,”
21 *available at* [https://www.cbp.gov/sites/default/files/2026-04/ieepa_refunds_](https://www.cbp.gov/sites/default/files/2026-04/ieepa_refunds_factsheet_0.pdf)
22 [factsheet_0.pdf](https://www.cbp.gov/sites/default/files/2026-04/ieepa_refunds_factsheet_0.pdf) (last visited June 17, 2026).

23 ⁴⁶ *See* Megan Cerullo, “Feds have rejected 15% of businesses’ tariff refund claims,”
24 *CBS News*, <https://www.cbsnews.com/news/tariff-refund-portal-trump-cbp/> (last
25 visited June 17, 2026) (“As of April 26, [CBP] had received more than 75,000
26 refund requests from U.S. businesses and other importers. More than 47,000
27 claims encompassing some 11 million tariff payments were properly filed, CBP
28 official Brandon Lord said in a filing with the Court of International Trade on
Tuesday.”).

1 confirmed in a court filing by a senior CBP official, signals the sheer scale of what
2 is already in motion.”⁴⁷

3 62. Upon information and belief, the identities of those businesses that have
4 applied for and/or received refunds are not publicly disclosed or available. The only
5 way to know, therefore, whether a business has in fact applied for or received a
6 refund is, upon information and belief, if the business itself makes some public
7 statement to that effect.

8 63. Although consumers largely paid for the tariffs, they are *not* likely to
9 realize any benefit from the refunds:

10 Consumers hoping for relief from potential tariff refunds are unlikely
11 to see any meaningful financial benefit as companies signal they intend
12 to keep any repayments rather than pass them through to households,
13 according to the latest CNBC CFO Council survey.

14 ...

15 The CNBC CFO Council survey, which polled chief financial officers
16 at large U.S. companies between March 23 and April 2, showed that 12
17 out of 25 executives said their firms would apply for tariff refunds.

18 However, *none of those surveyed indicated that they plan to pass any*
19 *portion of those refunds on to customers.* On the same note, six
20 respondents said they would not share any of the funds at all, while
21

22
23 ⁴⁷ Piyush Shukla, “Trump tariff refund checks begin disbursing this week – who
24 qualifies and why are millions excluded from payouts,” *The Economic Times*
25 (May 14, 2026), [https://economictimes.indiatimes.com/news/international/
26 us/trump-tariff-refund-checks-begin-disbursing-this-week-who-qualifies-and-
27 why-are-millions-excluded-from-payouts/articleshow/131093826.cms](https://economictimes.indiatimes.com/news/international/us/trump-tariff-refund-checks-begin-disbursing-this-week-who-qualifies-and-why-are-millions-excluded-from-payouts/articleshow/131093826.cms) (last
28 visited June 17, 2026).

1 seven remained uncertain, and 12 said the issue was not applicable to
2 their operations.⁴⁸

3 64. In other words, businesses, who received and appreciated significant
4 benefits from their customers, will end up with a windfall at those consumers'
5 expense. Businesses collected money – in the form of price increases, fees, and/or
6 surcharges – from consumers to pay for the tariffs imposed on the businesses. While
7 the (often explicit) representation(s) that the increase, fee, and/or charge was as a
8 result of, due to, and/or intended to offset any or all of the tariffs may technically
9 have been true at the time it was made, the tariffs ultimately were held to be illegal.
10 As such, businesses are eligible for a refund of amounts they paid in tariffs. Whether
11 any business chooses to apply for a refund is its choice – after all, the tariffs were
12 imposed on businesses (not consumers). However, businesses voluntarily and
13 intentionally decided to pass on the cost of those tariffs to consumers.⁴⁹

14 ***“Savage X Fenty’s” Response to Available Refunds***

15 65. The SXF Parties are entitled to seek a refund(s) of the tariffs imposed
16 by the 2025 Executive Orders that they paid and passed on to ‘Savage X Fenty’

17
18 ⁴⁸ Merin Rebecca Thomas, “Tariff Refunds Set To Bypass Consumers As
19 Companies Keep Payouts, CFO Survey Finds,” *International Business Times*
20 (Apr. 13, 2026), available at [https://www.ibtimes.com/tariff-refunds-set-bypass-
21 consumers-companies-keep-payouts-cfo-survey-finds-3801186](https://www.ibtimes.com/tariff-refunds-set-bypass-consumers-companies-keep-payouts-cfo-survey-finds-3801186) (last visited June
22 17, 2026) (emphasis added). *See also, e.g.*, Rachel Barber, “Businesses are
23 getting tariff refunds. Will consumers see any money?,” *USA Today* (Apr. 30,
24 2026), available at [https://www.usatoday.com/story/money/2026/04/30/
25 business-tariff-refund-consumers-prices/89871794007/](https://www.usatoday.com/story/money/2026/04/30/business-tariff-refund-consumers-prices/89871794007/) (last visited June 12,
26 2026) (“While companies shouldered much of the tariff costs, at least some were
27 passed to shoppers through higher shelf prices. Still, consumers aren’t likely to
28 see direct refunds or lower prices across the board, according to Jackson Wood,
director of industry strategy for Descartes’ Global Trade Intelligence business
unit.”).

⁴⁹ *See also infra* at 28 n. 50.

1 customers by way of tariff-related fees and/or surcharges they charged between and
2 including (at least) April 2, 2025 and February 20, 2026.

3 66. Upon information and belief, the SXF Parties have *not* stated publicly
4 that they have applied for any refund(s). As such, it is currently unknown whether
5 they are seeking and/or have filed for a refund(s) of the illegal tariffs they paid.⁵⁰

6 67. Upon information and belief, “Savage X Fenty” has *not* stated publicly
7 that it intends to provide any consumer(s) any refund(s) for any extra amount(s) a
8 consumer(s) paid for any good(s) as a result of, due to, and/or to offset any or all of
9 the illegal tariffs imposed by the 2025 Executive Orders.

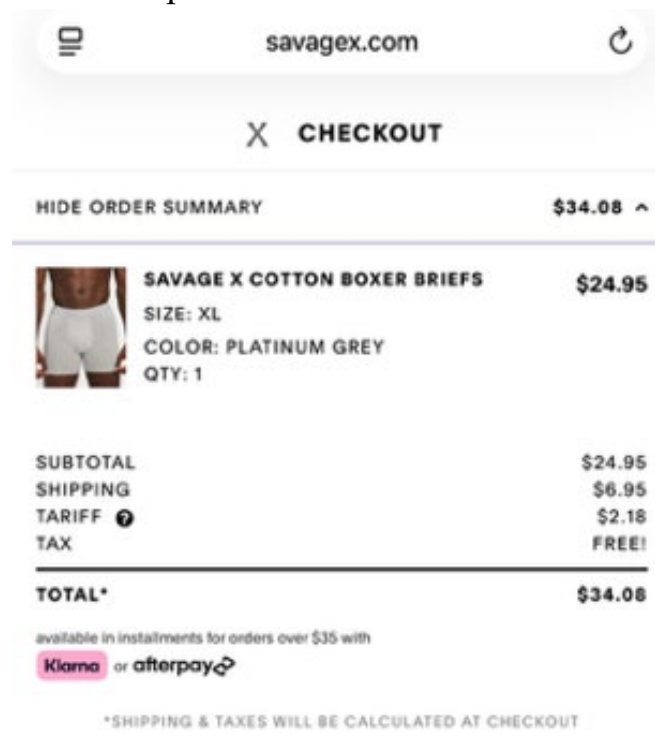
10 68. Upon information and belief, “Savage X Fenty” has not refunded or
11 returned to consumers the extra amounts they paid – in the form of fees and/or
12 surcharges – for any goods as a result of, due to, and/or to offset any or all of the
13 tariffs imposed by the 2025 Executive Orders.

14 ***Ongoing Tariff Charges***

15 69. Although the tariffs imposed by the 2025 Executive Orders were struck
16 down months ago, “Savage X Fenty” continues to charge its customers a surprise,
17

18 ⁵⁰ Whether the SXF Parties have requested, and/or will seek, a refund(s) from the
19 United States for the tariffs “Savage X Fenty” paid is *immaterial*. The SXF
20 Parties have the legal right to do so; whether they choose to request a refund(s)
21 is their choice. Regardless whether they seek and/or obtain a refund(s), they have
22 obtained a benefit(s) from consumers – that is, the extra amounts charged to and
23 paid by consumers as a result of, due to, and/or to offset any or all of the tariffs –
24 and it would be unjust for the SXF Parties to retain that benefit(s) now that the
25 tariffs have been declared illegal. Of course, if the SXF Parties do obtain a
26 refund(s) without issuing a corresponding refund(s) to its customers, its conduct
27 would be that much more egregious, and the retention of those amounts would
28 be that much more unjust. It would constitute worse “double recovery.” To be
clear, though, the receipt of a refund(s) by any of the SXF Parties is *not* a
condition of Plaintiffs’ recovery here. Regardless, the SXF Parties are
experiencing a windfall. *See, e.g., supra* at ¶ 64.

1 hidden “tariff” fee and/or surcharge, which, upon information and belief, is only
 2 disclosed late in the checkout process:



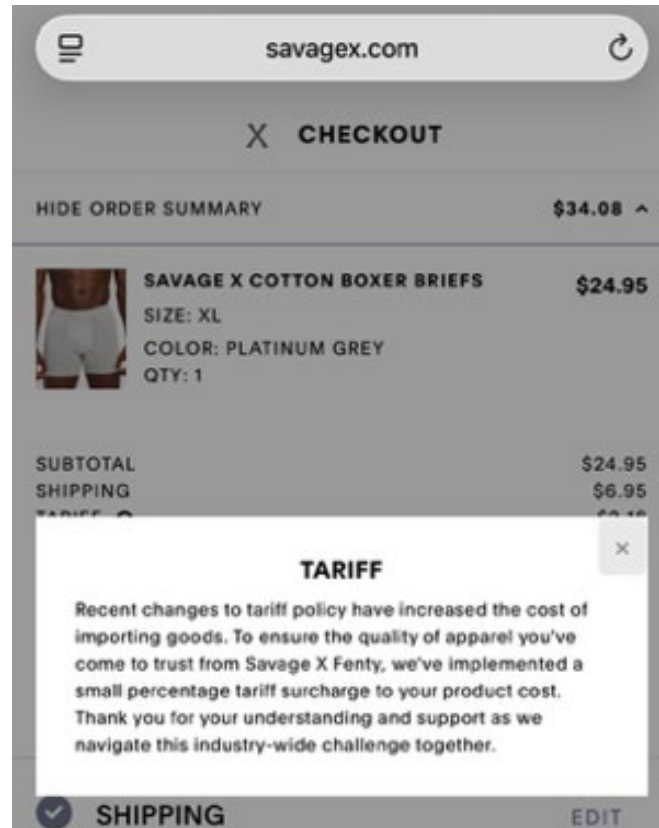
15 70. This tariff-related fee and/or surcharge still is not included in the
 16 advertised price of any good. Nor is it disclosed to the consumer upfront. Instead,
 17 the fee and/or surcharge is only first disclosed late in the checkout process.

18 71. Upon information and belief, at least in certain instances, “Savage X
 19 Fenty” continues to deceitfully represent its tariff-related fee(s) and/or surcharge(s)
 20 as a tax:

SUBTOTAL	\$79.95
VIP SAVINGS	-\$49.90
MEMBER CREDITS	-\$69.95
ORDER DISCOUNTS	-\$5.00
SHIPPING	\$0.00
TARIFF TAX ⓘ	\$7.00
TAX	\$0.00
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TOTAL	\$12.00

1 Once again, though, this tariff-related fee and/or surcharge is *not* a tax. *See, e.g.,*
 2 *supra* at ¶ 45.

3 72. Regardless, now, if an online consumer clicks to learn more about this
 4 charge, “Savage X Fenty” provides the following explanation of its ongoing “tariff
 5 surcharge”:



20 ***Plaintiffs’ Experiences***

21 73. Ms. Maxwell is a “Savage X Fenty” member. As such, since becoming
 22 a member in 2020, she has been charged a monthly fee unless she expressly opted
 23 out of the program/charge for that specific month.

24 74. On or about August 2, 2025, Ms. Maxwell purchased a series of
 25 “Savage X Fenty” products. The price of the items she chose to purchase was
 26 \$59.95. In addition, she was charged \$5.70 in “Tax (Sales)” and \$5.26 in “Import
 27 Tax”:
 28

< Order Details

ORDER SUMMARY

Subtotal	\$59.95
Endowment Credits	\$0.00
Shipping	Free
Import Tax ⓘ	\$5.26
Tax (Sales)	\$5.70
Member Credit	-\$59.95
Total	\$10.96

BILLING INFORMATION



**** * 7473
 Ebonie Maxwell
 Expires 05/2029

75. Although a “Member Credit” of \$59.95 was applied to cover the cost of the items themselves, Ms. Maxwell was still charged and paid \$10.96 for the “Tax (Sales)” and the (so-called) “Import Tax,” which is and/or was just another name for “Savage X Fenty’s” “Tariff Surcharge.”

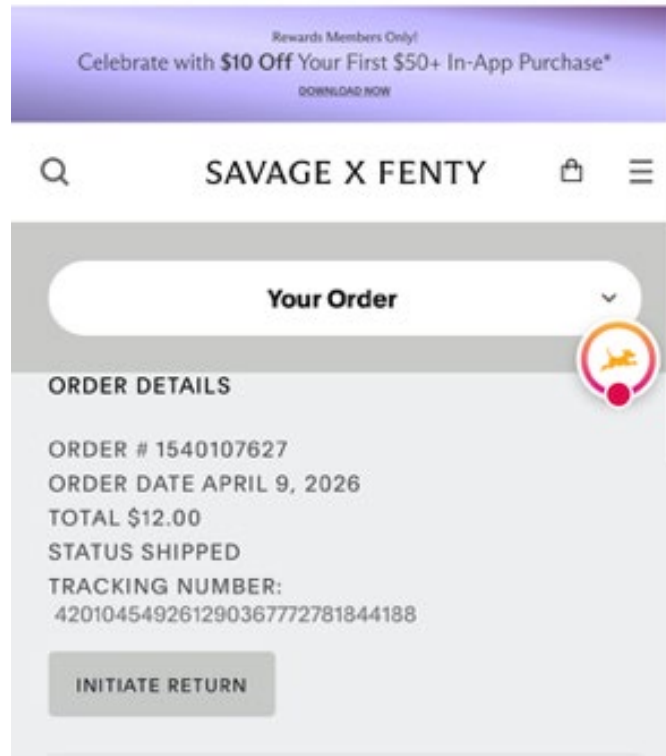
76. Ms. Maxwell’s purchases were shipped from California to Illinois via DHL and ultimately delivered to Ms. Maxwell in Illinois on or about August 12, 2026.

77. At other times, Ms. Maxwell has had her unused Credits – for which she had already paid – expire. Defendants are in possession of the information

1 and/or documentation necessary to determine the exact purchase and expiration
2 dates, as well as the value, of Ms. Maxwell’s Credits.

3 78. Ms. Gonzalez, a “Savage X Fenty” member, purchased “Savage X
4 Fenty” products on or about April 9, 2026 and May 12, 2026 – well after the
5 Supreme Court struck down the tariffs imposed by the 2025 Executive Orders.
6 Nonetheless, on both occasions, Ms. Gonzalez was charged and paid a so-called
7 “Tariff Tax.”

8 79. With respect to her April 9, 2026 purchase, Ms. Gonzalez was charged
9 and paid a \$7.00 “Tariff Tax”:

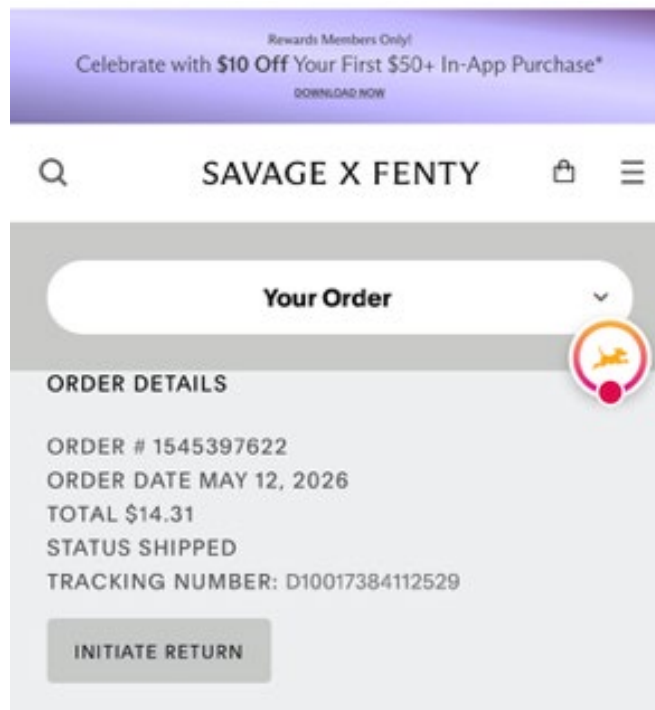


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SUBTOTAL	\$79.95
VIP SAVINGS	-\$49.90
MEMBER CREDITS	-\$69.95
ORDER DISCOUNTS	-\$5.00
SHIPPING	\$0.00
TARIFF TAX ⓘ	\$7.00
TAX	\$0.00
<hr/>	
TOTAL	\$12.00
<hr/>	
SHIPPING INFO	
JESSICA GONZALEZ	

80. With respect to her May 12, 2026 purchase, Ms. Gonzalez was charged and paid a \$13.25 “Tariff Tax”:



SUBTOTAL	\$250.65
VIP SAVINGS	-\$188.64
MEMBER CREDITS	-\$139.90
ORDER DISCOUNTS	-\$109.69
SHIPPING	\$0.00
TARIFF TAX ⓘ	\$13.25
TAX	\$0.00
TOTAL	\$14.31

SHIPPING INFO

JESSICA GONZALEZ

81. “Savage X Fenty” provides the same explanation for the “Tariff Tax” added to each of Ms. Gonzalez’s two recent purchases. For example, when asked to show more information about the so-called tax charged for her April 9, 2026 purchases, “Savage X Fenty” displays:⁵¹

SUBTOTAL	\$250.65
VIP SAVINGS	-\$188.64
MEMBER CREDITS	-\$139.90
ORDER DISCOUNTS	-\$109.69
SHIPPING	\$0.00
TARIFF TAX ⓘ	\$13.25
TAX	.00
TOTAL	.31

TARIFF SURCHARGE

Recent changes to tariff policy have increased the cost of importing goods. To ensure the quality of apparel you’ve come to trust from Fabletics, we’ve implemented a small percentage tariff surcharge. Thank you for your understanding and support as we navigate this industry-wide challenge together.

JESSICA GONZALEZ

⁵¹ Of course, contrary to any suggestion otherwise in the screen shown, Ms. Gonzalez made her purchase(s) from “Savage X Fenty” – *not* Fabletics. Upon information and belief, the mistaken reference to “Fabletics” is likely a result of THG’s involvement, as well as its relationship with other companies, including Fabletics. *See, e.g., supra* at ¶ 21. This mistake is immaterial, however, as the explanation of the surcharge provided is similar in all relevant respects to the explanation otherwise available on the Website and/or elsewhere online. *See, e.g., supra* at ¶ 72.

1 82. Ms. Gonzalez’s purchases were shipped via DHL to her home in New
2 York from, upon information and belief, California.

3 83. Beginning at least in 2023, Ms. Potts also was a “Savage X Fenty”
4 member. Like Ms. Maxwell, she was charged and paid, on more than one occasion,
5 the monthly charge. By Spring 2025, Ms. Potts had amassed approximately two to
6 four unused Credits.

7 84. In or about March or April 2025, Ms. Potts, who was then still a
8 “Savage X Fenty” member, discovered that she no longer had access to the Credits
9 for which she had paid. Upon information and belief, “Savage X Fenty” had caused
10 those unused Credits to expire. Defendants are in possession of the information
11 and/or documentation necessary to determine the exact purchase and expiration
12 dates, as well as the value, of Ms. Potts’ Credits.

13 85. Understandably upset, Ms. Potts cancelled her “Savage X Fenty”
14 membership in or about March or April 2025.

15 86. “Savage X Fenty” made it exceedingly difficult for Ms. Potts to cancel
16 her membership. When she called “Savage X Fenty” to cancel, Ms. Potts was kept
17 on hold for a lengthy duration and repeatedly transferred among various “Savage X
18 Fenty” representatives. She was on the phone with “Savage X Fenty” for
19 approximately one hour in order to cancel her membership, which she ultimately
20 was able to do.

21 87. On or about April 7, 2025, Ms. Theus made an in-person purchase from
22 the “Savage X Fenty” store in the Westfield Culver City mall, which was then known
23 as the Fox Hills Mall, in Culver City, California. Defendants are in possession of
24 the information and/or documentation necessary to determine how the price that Ms.
25 Theus paid for her purchase that day was calculated, including, but not limited to,
26 the specific amount of the tariff-related fee and/or surcharge she was charged and
27 paid.

1 88. When Ms. Theus made her in-store purchase, she was in fact charged
2 and paid an additional, unexpected “tariff” fee and/or surcharge. This fee and/or
3 surcharge was not disclosed to her until late in the purchasing process – after her
4 items were rung up and the final amount was displayed at checkout. Furthermore,
5 upon information and belief, there was no signage or other indication in the store
6 that she would be charged such a fee and/or surcharge in addition to the advertised
7 price(s) of the goods.

8 89. When Ms. Theus asked a “Savage X Fenty” employee about the
9 purpose of this fee and/or surcharge, she was misleadingly told that it was a city or
10 local tax of some sort. It was *not* a tax, however. *See, e.g., supra* at ¶ 45.

11 90. Ms. Theus was also a “Savage X Fenty” member from in or about 2024
12 until approximately January 2026. She decided to cancel her membership when, at
13 a minimum, “Savage X Fenty” continued to charge her a monthly membership fee
14 even though she had “paused” her membership.

15 91. Ms. Theus had to call “Savage X Fenty” approximately five different
16 times in an effort to cancel her membership. “Savage X Fenty” made it very difficult
17 for her to cancel. Its telephone representative(s) repeatedly attempted to talk her out
18 of cancelling; ultimately, in order to cancel, she was made to speak with a manager.
19 Her experience, upon information and belief, was not unique.

20 92. In addition, Ms. Theus also had certain unused Credits expire. Once
21 again, Defendants are in possession of the information and/or documentation
22 necessary to determine the exact purchase and expiration dates, as well as value, of
23 Ms. Theus’ Credits.

24 **Class Allegations**

25 93. Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs bring this
26 class action on behalf of themselves and all other individuals who are similarly
27 situated.

1 94. Plaintiffs Ms. Maxwell and Ms. Theus seek to represent a class of
2 persons to be defined as follows:

3 All “Savage X Fenty” customers who were charged a fee(s) and/or
4 surcharge(s) by Defendants between and including (at least) April 2,
5 2025 and February 20, 2026 as a result of, due to, and/or to offset any
6 or all of the tariffs imposed by the 2025 Executive Orders (the “Pre-
February 20 Tariff Class”).

7 95. In addition, Plaintiff Ms. Gonzalez seeks to represent a class of persons
8 to be defined as follows:

9 All “Savage X Fenty” customers who were charged a tariff-related
10 fee(s) and/or surcharge(s) by Defendants after February 20, 2026 (the
11 “Post-February 20 Tariff Class”).

12 96. Additionally, Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus seek to
13 represent a class of persons to be defined as follows:

14 All “Savage X Fenty” customers who had a non-zero balance of Credits
15 that Defendants caused to expire within the relevant statute of
16 limitations (the “Gift Card Class”).

17 97. Furthermore, Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Gonzalez seek
18 to represent a class of persons to be defined as follows:

19 All individuals who became or remained a “Savage X Fenty” member
20 within the relevant statute of limitations (the “Membership Class”).

21 98. Further still, Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Gonzalez seek
22 to represent a class of persons to be defined as follows:

23 All individuals who became or remained a “Savage X Fenty” member
24 and/or made an online purchase(s) from “Savage X Fenty” within the
25 relevant statute of limitations (the “RICO Class”).
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1 99. Specifically excluded from the Pre-February 20 Tariff Class, the Post-
2 February 20 Tariff Class, the Gift Card Class, the Membership Class, and the RICO
3 Class are (a) Defendants; (b) any of their parents, subsidiaries, affiliates, divisions,
4 predecessors, successors, or any other entities they legally control; (c) each of their
5 officers, directors, members, agents, trustees, employees, principals, servants,
6 partners, or representatives, as well as each of their parents, spouses, children, trusts,
7 heirs, successors, and assigns; and (d) the judicial offer to whom this case is
8 assigned, as well as his or her parents, spouses, children, trusts, heirs, successors,
9 and assigns.

10 100. Subject to additional information obtained through further investigation
11 and/or discovery, Plaintiffs reserve the right to amend, narrow, or expand the class
12 definitions.

13 101. *Numerosity*: Each of the classes, *i.e.*, the Pre-February 20 Tariff Class,
14 the Post-February 20 Tariff Class, the Gift Card Class, the Membership Class, and
15 the RICO Class is so numerous that joinder of all members in any of the classes is
16 impracticable. Although the precise number of members of each class are unknown
17 to Plaintiffs at this time, they are likely to number in the thousands (if not more)
18 given the amount of sales that “Savage X Fenty” completes annually.⁵² The names
19 and addresses of all affected individuals are known to Defendants and can be
20

21 ⁵² According to at least one source, “Savage X Fenty” had U.S. \$177 million in
22 revenue in 2025. *See* “Savage x Fenty Company & Revenue,” *ECDB*,
23 <https://ecdb.com/resources/sample-data/retailer/savage-x-fenty> (last visited June
24 17, 2026). *See also, e.g.*, “Savage X Fenty,” *Femfounded*,
25 <https://femfounded.org/case-studies/savage-x-fenty/> (last visited June 12, 2026)
26 (estimating “Savage X Fenty’s” annual revenue at approximately \$150 million).
27 Upon information and belief, “Savage X Fenty” does not publicly disclose the
28 number of “members” it has, but that number is also assumed to be in the
thousands (if not more) given the company’s significant focus on its “Savage X
Rewards Membership” program.

1 identified through Defendants’ records. Members of each class may be notified of
2 the pendency of this action by recognized, Court-approved notice dissemination
3 methods, which may include U.S. Mail, electronic mail, Internet postings, and/or
4 published notice.

5 102. *Commonality*: There are questions of law and/or fact that are common
6 across the various classes, *i.e.*, the Pre-February 20 Tariff Class, the Post-February
7 20 Tariff Class, the Gift Card Class, the Membership Class, and the RICO Class.
8 For example, factual questions concerning the management and control of “Savage
9 X Fenty,” the operation of the Website, and the “Savage X Fenty” business model
10 are common to the members of each class. There are also common questions of law
11 and fact within each of the five classes respectively. For example:

12 a) *Pre-February 20 Tariff Class*: Common questions of law and
13 fact within the Pre-February 20 Tariff Class include, but are not
14 limited to, the following:

- 15 • Did Defendants advertise, display, or offer a
16 price(s) for a good(s) that did not include all fees
17 and/or charges?
- 18 • Did the imposition of surprise, hidden tariff-related
19 fees and/or surcharges by Defendants constitute an
20 unfair, unlawful, and/or fraudulent business act(s)
21 and/or practice(s)?
- 22 • Did mislabeling the surprise, hidden tariff-related
23 fee(s) and/or a surcharge(s) imposed by Defendants
24 a “tax” constitute an unfair, unlawful, and/or
25 fraudulent business act(s) and/or practice(s)?
- 26 • Did Defendants’ failure to refund consumers the
27 amounts they were charged and paid as a result of,
28 due to, and/or to offset any or all of the tariffs
imposed by the 2025 Executive Orders constitute an

1 unfair, unlawful, and/or fraudulent business act(s)
2 and/or practice(s)?

- 3 • Did Defendants' use of junk fees and drip pricing
4 (to add tariff-related fees and/or surcharges) violate
5 the public policy of the State of California?
- 6 • Did consumers confer a benefit(s) on Defendants by
7 paying the deceptive, misleading, hidden, and
8 surprise tariff-related fees and/or surcharges?
- 9 • Were Defendants authorized to charge, collect,
10 and/or assume control over the money that
11 consumers paid as tariff-related fees and/or
12 surcharges (at least in the manner that Defendants
13 did so)?
- 14 • Would it be unjust and/or inequitable for
15 Defendants to retain the tariff-related fees and
16 surcharges that they charged and collected from
17 consumers as a result of, due to, and/or to offset any
18 or all of the tariffs imposed by the 2025 Executive
19 Orders, especially after the Supreme Court ruled
20 that those tariffs were illegal?
- 21 • Should the money that consumers were charged and
22 paid to Defendants as a result of, due to, and/or to
23 offset any or all of the tariffs imposed by the 2025
24 Executive Orders be returned to consumers?
- 25 • Is a business seeking and/or receiving a refund from
26 the federal government for amounts paid as a result,
27 due to, and/or to offset any or all of the tariffs
28 imposed by the 2025 Executive Orders a condition,
precondition, or prerequisite for a consumer(s)
being able to seek and/or receive a refund(s) of any
amounts the consumer paid to a business as a result,
due to, and/or to offset any or all of those tariffs?

1 b) *Post-February 20 Tariff Class*: Common questions of law and
2 fact within the Post-February 20 Tariff Class include, but are not
3 limited to, the following:

- 4 • Did Defendants advertise, display, or offer a
5 price(s) for a good(s) that did not include all fees
6 and/or charges?
- 7 • Did the imposition of surprise, hidden tariff-related
8 fees and/or surcharges by Defendants constitute an
9 unfair, unlawful, and/or fraudulent business act(s)
10 and/or practice(s)?
- 11 • Did mislabeling the surprise, hidden tariff-related
12 fee and/or a surcharge imposed by Defendants a
13 “tax” constitute an unfair, unlawful, and/or
14 fraudulent business act(s) and/or practice(s)?
- 15 • Did Defendants’ use of junk fees and drip pricing
16 (to add tariff-related fees and/or surcharges) violate
17 the public policy of the State of California?
- 18 • Did consumers confer a benefit(s) on Defendants by
19 paying the deceptive, misleading, hidden, and
20 surprise tariff-related fees and/or surcharges?
- 21 • Were Defendants authorized to charge, collect,
22 and/or assume control over the money that
23 consumers paid as tariff-related fees and/or
24 surcharges (at least in the manner that Defendants
25 did so)?

26 c) *Gift Card Class*: Common questions of law and fact within the
27 Gift Card Class include, but are not limited to, the following:

- 28 • Do the Credits that Defendants provide to
consumers constitute a “gift certificate” under
applicable law?

- 1 • Did Defendants violate California’s Gift Card Law
2 by making unused Credits expire 12 months after
3 purchase (if not sooner)?
- 4 • Did consumers confer a benefit(s) on Defendants by
5 paying a monthly charge in exchange for a
6 promise(s) to be able to use Credits equal to the
7 value of that charge(s) for a later purchase(s) at
8 “Savage X Fenty”?
- 9 • Is it unjust and/or inequitable for Defendants to
10 retain that benefit(s) conferred on them by
11 consumers?
- 12 • At the time that Defendants made Credits expire,
13 did consumers have a legal right to the Credits
14 and/or the value thereof?
- 15 • Have Defendants wrongfully deprived consumers
16 of their Credits and the value associated therewith
17 by making the Credits expire 12 months after
18 purchase (if not sooner)?
- 19 • Did Defendants breach their contract(s) (or implied
20 contract(s)) with consumers by making Credits
21 expire 12 months after purchase (if not sooner)?
- 22 • To the extent that one of the terms in the contract(s)
23 (or implied contract(s)) between Defendants and
24 consumers purportedly was that unused Credits
25 would expire after 12 months, is that term
26 unconscionable, void, and/or otherwise
27 unenforceable?
- 28 • Did Defendants breach the implied covenant of
good faith and fair dealing, which is included in
every California contract, by making Credits expire
12 months after purchase (if not sooner)?

1 d) *Membership Class*: Common questions of law and fact within
2 the Membership Class include, but are not limited to, the
3 following:

- 4 • Does “Savage X Fenty” make an automatic renewal
5 offer(s) or continuous service offer(s) to consumers,
6 including consumers in California?
- 7 • Is the “Savage X Fenty” membership a continuous
8 service?
- 9 • On the Website, do Defendants present the required
10 automatic renewal offer terms and/or continuous
11 service offer terms in a clear and conspicuous
12 manner (if at all) before the subscription or
13 purchasing agreement is fulfilled?
- 14 • Do Defendants obtain a consumer’s express
15 affirmative consent to the automatic renewal or
16 continuous service offer terms?
- 17 • Do Defendants include information in their
18 contract(s) with consumers that interferes with,
19 detracts from, contradicts, or otherwise undermines
20 the ability of consumers to provide their affirmative
21 consent to the automatic renewal or continuous
22 service?
- 23 • Do Defendants obstruct or delay consumers from
24 canceling the automatic renewal or continuous
25 service?

26 e) *RICO Class*: Common questions of law and fact within the
27 RICO Class include, but are not limited to, the following:

- 28 • Have Defendants agreed and worked together to
form and operate a common plan, *i.e.*, “Savage X
Fenty”?

- 1 • Have Defendants committed wrongful acts pursuant
2 to their agreement?
- 3 • Are Defendants engaged in a scheme to defraud
4 consumers who visited the Website of their money?
- 5 • Did Defendants use wire services in furtherance of
6 their scheme?
- 7 • Did Defendants cause the mail to be used in
8 furtherance of their scheme?
- 9 • Have Defendants engaged in a pattern of
10 racketeering activity?
- 11 • Have Defendants conspired among themselves?

12 In addition, common questions within each class and/or across the various classes
13 include ones concerning the amount of damages and other relief – including, but not
14 limited to, injunctive relief – to be awarded to Plaintiffs and the class members.

15 103. *Typicality*: Plaintiffs’ claims are typical of the claims of the members
16 of the respective classes that they seek to represent. For example, Plaintiffs Ms.
17 Maxwell and Ms. Theus, as well as the members of the Pre-February 20 Tariff Class,
18 each were charged a tariff-related fee(s) and/or surcharge(s) by Defendants between
19 and including (at least) April 2, 2025 and February 20, 2026. Similarly, Plaintiff
20 Ms. Gonzalez, as well as the other members of the Post-February 20 Tariff Class,
21 each were charged a tariff-related fee(s) and/or surcharge(s) after February 20, 2026.
22 Furthermore, Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus, as well as the other
23 members of the Gift Card Class, each had Credits for which they paid that were made
24 to expire, and that they were forced to forfeit, 12 months after they were purchased
25 (if not sooner). Further, Ms. Maxwell, Ms. Potts, and Ms. Gonzalez, as well as the
26 other members of the Membership Class, all became and were at some time “Savage
27
28

1 X Fenty” members. Further still, Ms. Maxwell, Ms. Potts, and Ms. Gonzalez, as
2 well as the other members of the RICO Class, each were (or are) a “Savage X Fenty”
3 member and/or a user of and/or purchaser from the Website.

4 104. *Adequacy of Representation:* Plaintiffs are adequate class
5 representatives because (i) their interests do not conflict with the interests of the
6 respective class members whom each seeks to represent; (ii) they have retained
7 competent counsel who are experienced in complex class-action litigation; and (iii)
8 they intend to prosecute this action vigorously. All class members’ interests will be
9 fairly and adequately protected by Plaintiffs and Plaintiffs’ counsel.

10 105. *Predominance:* In each of the five classes, *i.e.*, the Pre-February 20
11 Tariff Class, the Post-February 20 Tariff Class, the Gift Card Class, the Membership
12 Class, and the RICO Class, common questions of law and fact predominate over any
13 questions affecting only individual class members. With respect to each class,
14 similar or identical violations, business practices, and injuries are involved. Indeed,
15 many similar or identical violations, business practices, and/or injuries stretch across
16 more than one class. Individual questions (in any of the classes), if any, pale by
17 comparison, in both quality and quantity, to the numerous common questions that
18 dominate this action. For example, Defendants’ liability is common to the class
19 representatives and each member of the respective classes.

20 106. *Superiority:* A class action is superior to any other available means for
21 the fair and efficient adjudication of this controversy, and no unusual difficulties are
22 likely to be encountered in the management of this class action. The damages or
23 other financial detriment suffered by Plaintiffs and the class members are relatively
24 small, making it impracticable for any class member to bear the burden and expense
25 required to individually prosecute claims against Defendants. Even if class members
26 could afford individual litigation, the court system could not. Individual litigation
27 creates a potential for inconsistent or contradictory judgments and increases the
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1 delay and expense to all parties and the court system. By contrast, the class-action
2 device presents far fewer management difficulties and provides the benefits of a
3 single adjudication, economies of scale, and comprehensive supervision by a single
4 court.

5 107. *Ascertainability*: Members of each of the classes are ascertainable.
6 Class membership is defined using objective criteria, and the members of the
7 respective classes may be readily identified through Defendants’ books and records.

8 **COUNT I**
9 **VIOLATION OF CALIFORNIA CIVIL CODE § 1750, *et seq.***
10 **(Consumers Legal Remedies Act (the “CLRA”))**
11 **Against all Defendants**
12 **(On Behalf of Plaintiffs Ms. Maxwell and Ms. Theus**
13 **and the Pre-February 20 Tariff Class)**

14 108. Paragraphs 1-107 above are incorporated by reference as though fully
15 set forth herein.

16 109. The CLRA makes certain “unfair methods of competition and unfair or
17 deceptive acts or practices ... undertaken by any person in a transaction intended to
18 result or that results in the sale or lease of goods or services to any consumer are
19 unlawful.” Cal. Civ. Code § 1770(a) (“Section 1770(a”).

20 110. Plaintiffs Ms. Maxwell, and Ms. Theus, as well as each member of the
21 Pre-February 20 Tariff Class, are “consumers” as defined by California Civil Code
22 § 1761(d) (“Section 1761(d”). They are individuals who seek to acquire, or have
23 acquired, by purchase, goods for personal, family, or household purposes.

24 111. Defendants’ sale of products are “transactions” within the meaning of
25 California Civil Code § 1761(e) (“Section 1761(e”), *i.e.*, they are agreements
26 between Defendants and consumers.

27 112. The products purchased by Plaintiffs Ms. Maxwell and Ms. Theus, as
28 well as by the members of the Pre-February 20 Tariff Class, are “goods” or

1 “services” within the meaning of California Civil Code § 1761(a)-(b) (“Sections
2 1761(a)-(b)”). In particular, the products include “tangible chattels” that the
3 consumers bought “for use primarily for personal, family, or household purposes,
4 including certificates or coupons exchangeable for these goods.” Cal. Civ. Code §
5 1761(a).

6 113. Defendants are “persons.” *See* Cal. Civ. Code § 1761(c) (““Person”
7 means an individual, partnership, corporation, limited liability company,
8 association, or other group, however organized.”).

9 114. For the reasons described above, Defendants willfully and/or
10 intentionally violated, at a minimum, the following practices proscribed by Section
11 1770(a) in transactions with Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well
12 as the Pre-February 20 Tariff Class members, which were intended to result in, and
13 did result in, the sale of products to them by Defendants:

- 14 • advertising goods or services with intent not to sell them as
15 advertised;
- 16 • inserting an unconscionable provision in the contract; and
- 17 • advertising, displaying, or offering a price for a good or service
18 that does not include all mandatory fees or charges

19 115. Defendants’ material misrepresentations, *etc.* were made to all
20 consumers, including Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the
21 members of the Pre-February 20 Tariff Class. As such, they are entitled to a
22 presumption of reliance.

23 116. Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the Pre-
24 February 20 Tariff Class members, are consumers who have suffered economic
25 injury and/or damages, including benefit-of-the-bargain damages and/or out-of-
26 pocket loss damages, as a direct result of, *inter alia*, Defendants’ use and
27 employment of the false and misleading pricing scheme alleged herein.

1 117. Plaintiffs Ms. Maxwell and Ms. Theus, through counsel, will send a
2 CLRA demand letter by certified mail to Defendants that provides notice of
3 Defendants’ violations of the CLRA, as alleged herein, and demand that Defendants
4 notify all members of the Pre-February 20 Tariff Class and correct, repair, replace,
5 or otherwise rectify the unlawful, unfair, false, and deceptive practices complained
6 of herein. If Defendants do not respond to Plaintiffs Ms. Maxwell, and Ms. Theus’
7 letter and agree to rectify the problems associated with the actions detailed herein
8 and give notice to all affected consumers within 30 days of the date of written notice
9 pursuant to California Civil Code § 1782 (“Section 1782”), Plaintiffs will amend this
10 complaint to seek actual, punitive, and statutory damages, for this claim as
11 appropriate against Defendants.

12 **COUNT II**
13 **VIOLATION OF CALIFORNIA CIVIL CODE § 1750, *et seq.***
14 **(The CLRA)**
15 **Against all Defendants**
16 **(On Behalf of Plaintiff Ms. Gonzalez and the Post-February 20 Tariff Class)**

17 118. Paragraphs 1-107 above are incorporated by reference as though fully
18 set forth herein.

19 119. The CLRA makes certain “unfair methods of competition and unfair or
20 deceptive acts or practices ... undertaken by any person in a transaction intended to
21 result or that results in the sale or lease of goods or services to any consumer are
22 unlawful.” Cal. Civ. Code § 1770(a).

23 120. Plaintiff Ms. Gonzalez, as well as each member of the Post-February
24 20 Tariff Class, are “consumers” as defined by Section 1761(d). They are
25 individuals who seek to acquire, or have acquired, by purchase, goods for personal,
26 family, or household purposes.

27 121. Defendants’ sale of products are “transactions” within the meaning
28 Section 1761(e), *i.e.*, they are agreements between Defendants and consumers.

1 122. The products purchased by Plaintiff Ms. Gonzalez, as well as by the
2 members of the Post-February 20 Tariff Class, are “goods” or “services” within the
3 meaning of Sections 1761(a)-(b). In particular, the products include “tangible
4 chattels” that the consumers bought “for use primarily for personal, family, or
5 household purposes, including certificates or coupons exchangeable for these
6 goods.” Cal. Civ. Code § 1761(a).

7 123. Defendants are “persons.” *See* Cal. Civ. Code § 1761(c) (“Person”
8 means an individual, partnership, corporation, limited liability company,
9 association, or other group, however organized.”).

10 124. For the reasons described above, Defendants willfully and/or
11 intentionally violated, at a minimum, the following practices proscribed by Section
12 1770(a) in transactions with Plaintiff Ms. Gonzalez, as well as the Post-February 20
13 Tariff Class members, which were intended to result in, and did result in, the sale of
14 products to them by Defendants:

- 15 • advertising goods or services with intent not to sell them as
16 advertised;
- 17 • inserting an unconscionable provision in the contract; and
- 18 • advertising, displaying, or offering a price for a good or service
19 that does not include all mandatory fees or charges

20 125. Defendants’ material misrepresentations, *etc.* were made to all
21 consumers, including Plaintiff Ms. Gonzalez and the members of the Post-February
22 20 Tariff Class. As such, they are entitled to a presumption of reliance.

23 126. As an illustration, “Savage X Satin Boxers” have been advertised on
24 the Website as costing \$29.95 (for non-members) or \$8.98 (for new members at
25 least):
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#1 BESTSELLER IN BOXERS

SAVAGE X SATIN BOXERS

NEW MEMBER OFFER - 70% OFF

\$8.98 \$29.95

RIHANNA'S PICK

127. However, when a consumer attempts to purchase the product at the advertised price, a tariff-related charge is added:⁵³

[Remainder of page left intentionally blank.]

⁵³ Upon information and belief, the example provided in paragraphs 126-127 herein also illustrates how tariff-related fees and/or surcharges were imposed between and including (at least) April 2, 2025 and February 20, 2025, *i.e.*, they were *not* part of the advertised price.

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You Are \$1 Away From Free Shipping!

\$30

#1 BESTSELLER IN BOXERS

SAVAGE X SATIN BOXERS

SIZE: S

COLOR: BLACK CAVIAR

EDIT

\$29.95

ADD

REWARDS MEMBERSHIP

LEARN MORE

SAVAGE X REWARDS MEMBERSHIP gives you the freedom each month to 'Skip The Month' by the 5th or be billed \$69.95 to unlock more membership rewards until you cancel. Cancel anytime by calling 1-855-SAVAGE-X (available 24/7), or manage online.

Forget to 'Skip The Month'? No worries! You'll get a \$69.95 Member Credit on your account, so you can come back and shop anytime before the credit expires in 12 months.

ADD

Subtotal: \$29.95

Shipping: \$6.95

Tariff: \$2.62

Tax: FREE!

TOTAL: \$39.52

or 4 interest free payments by Klarna or afterpay

*SHIPPING & TAXES WILL BE CALCULATED AT CHECKOUT

CONTINUE TO CHECKOUT

EXPRESS CHECKOUT

PayPal

128. Plaintiff Ms. Gonzalez and the Post-February 20 Tariff Class members are consumers who have suffered economic injury and/or damages, including benefit-of-the-bargain damages and/or out-of-pocket loss damages, as a direct result of, *inter alia*, Defendants' use and employment of the false and misleading pricing scheme alleged herein.

129. Relevant violations, injuries, harms, and damages are continuing, ongoing, and/or increasing.

130. Plaintiff Ms. Gonzalez, through counsel, will send a CLRA demand letter by certified mail to Defendants that provides notice of Defendants' violations of the CLRA, as alleged herein, and demand that Defendants notify all members of the Post-February 20 Tariff Class and correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and deceptive practices complained of herein. If Defendants do not respond to Plaintiff Ms. Gonzalez's letter and agree to rectify the problems associated with the actions detailed herein and give notice to all affected consumers within 30 days of the date of written notice pursuant to Section 1782,

1 Plaintiffs will amend this complaint to seek actual, punitive, and statutory damages,
2 for this claim as appropriate against Defendants.

3 **COUNT III**
4 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §**
5 **17200, *et seq.***
6 **(Unfair Competition Law (the “UCL”))**
7 **Against all Defendants**
8 **(On Behalf of Plaintiffs Ms. Maxwell and Ms. Theus**
9 **and the Pre-February 20 Tariff Class)**

10 131. Paragraphs 1-117 above are incorporated by reference as though fully
11 set forth herein.

12 132. Pursuant to the UCL, “[u]nfair competition,” which includes, *inter alia*,
13 “any unlawful, unfair or fraudulent business act or practice” is illegal. Cal. Bus. &
14 Prof. Code § 17200.

15 133. The UCL imposes strict liability. Plaintiff Ms. Maxwell and Plaintiff
16 Ms. Theus, as well as the members of the Pre-February 20 Tariff Class, need not
17 prove that Defendants, who are engaged in “business practices,” intentionally or
18 negligently engaged in unlawful, unfair, or fraudulent business practices – but only
19 that such practices occurred.

20 134. A business act or practice is “unfair” under the UCL if it offends an
21 established public policy or is immoral, unethical, oppressive, unscrupulous, or
22 substantially injurious to consumers, and that unfairness is determined by weighing
23 the reasons, justifications and motives of the practice against the gravity of the harm
24 to the alleged victims.

25 135. Defendants’ actions constitute “unfair” business practices because, as
26 alleged above, the Defendants, *inter alia*, engaged in drip pricing, charged junk fees,
27 mischaracterized those fees as “taxes,” and refused to refund the fees and/or
28 surcharges paid by consumers as a result of, due to, and/or to offset any or all of the
tariffs imposed by the 2025 Executive Orders. Defendants’ acts and practices, which

1 threatened and harmed competition, offended (and are tethered to), at a minimum,
2 an established public policy of transparency in pricing, including as evidenced by
3 California’s “Honest Pricing Law” as well as regulations enacted by the FTC, and
4 constituted immoral, unethical, oppressive, and unscrupulous activities that were
5 substantially injurious to consumers.

6 136. The harm emanating from this practice(s) to Plaintiff Ms. Maxwell and
7 Plaintiff Ms. Theus, as well as the members of the Pre-February 20 Tariff Class,
8 outweighs any utility it provides because Defendants’ practice of engaging in drip
9 pricing, charging junk fees, mischaracterizing tariff-related fees and/or surcharges
10 as “taxes,” and refusing to refund the fees and/or surcharges paid by consumers as a
11 result of, due to, and/or to offset any or all of the tariffs imposed by the 2025
12 Executive Orders provides no utility. There were reasonably available alternatives
13 to further Defendants’ legitimate business interests (if any) other than the misleading
14 and deceptive conduct described herein.

15 137. A business act or practice is “fraudulent” under the UCL if it is likely
16 to deceive members of the consuming public.

17 138. Defendants’ acts and practices alleged above constitute fraudulent
18 business acts or practices as Defendants have deceived and/or were highly likely to
19 deceive Plaintiffs Ms. Maxwell and Ms. Theus; the members of the Pre-February 20
20 Tariff Class; and members of the consuming public. Plaintiff Ms. Maxwell and
21 Plaintiff Ms. Theus, as well as the members of the Pre-February 20 Tariff Class,
22 relied on Defendants’ fraudulent and deceptive representations regarding the prices,
23 fees, and/or surcharges charged for goods. Those misrepresentations played a
24 substantial role in the decision by Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as
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1 well as the members of the Pre-February 20 Tariff Class, to purchase products; they
2 would not have purchased those products without Defendants' misrepresentations.⁵⁴

3 139. A business act or practice is "unlawful" under the UCL if it violates any
4 other law or regulation.

5 140. Defendants' acts and practices alleged above constitute unlawful
6 business acts or practices, as Defendants have violated state and/or federal law,
7 including, but not necessarily limited to, the CLRA and California's Automatic
8 Purchases Renewal Law ("CAPRL"), in connection with, at a minimum, their
9 deceptive pricing scheme.

10 141. Defendants' practices, as set forth above, misled Plaintiff Ms. Maxwell
11 and Plaintiff Ms. Theus; the Pre-February 20 Tariff Class members; and the public
12 in the past. Consequently, Defendants' practices (including, but not limited to, their
13 refusal to refund any amounts paid as a result of, due to, and/or to offset any or all
14 of the tariffs imposed by the 2025 Executive Orders) constitute an unlawful,
15 fraudulent, and unfair business practice within the meaning of the UCL.

16 142. Those deceptive actions, acts, omissions, and practices caused actual,
17 ascertainable loss, harm, damage, and/or (economic and/or other) injury to Plaintiff
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19 ⁵⁴ Plaintiffs Ms. Maxwell and Ms. Theus, as well as the members of the Pre-
20 February 20 Tariff Class, allege, "in essence, a type of 'bait and switch'
21 advertising. In such a scheme, one of the dangers is that the consumer will rely
22 on the deceptive advertising to decide to buy merchandise. Then, when the
23 deception is revealed, the consumer, now invested in the decision to buy and
24 swept up in the momentum of events, nonetheless buys at the inflated price,
25 despite his or her better judgment." *Veera v. Banana Repub. LLC*, 6 Cal. App.
26 5th 907, 921 (Cal. Ct. App. 2017) (citations omitted). *Cf. also, e.g.*, Federal Trade
27 Comm'n, Trade Regulation Rule on Unfair or Deceptive Fees, 16 CFR Part 464,
28 88 FR 77420-01, 77432, 2023 WL 7386022 (Nov. 9, 2023) ("Pricing structures
that do not initially disclose the total cost of a good or service are deceptive even
if the total cost is disclosed at some point during the transaction. It has long been
the FTC's position that misleading door openers are deceptive.").

1 Ms. Maxwell and Plaintiff Ms. Theus, as well as to the Pre-February 20 Tariff Class
2 members – that is, at a minimum, the amount(s) of the tariff-related fees and/or
3 surcharges charged by and paid to Defendants that were not refunded to consumers.

4 143. Plaintiff Ms. Maxwell, and Plaintiff Ms. Theus, as well as the Pre-
5 February 20 Tariff Class members, have (i) expended money due to Defendants’
6 acts and omissions; (ii) lost money or property; and/or (iii) been denied money to
7 which they have a cognizable claim.

8 **COUNT IV**
9 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *et seq.***
10 **(The UCL)**

11 **Against all Defendants**
12 **(On Behalf of Plaintiff Ms. Gonzalez and the Post-February 20 Tariff Class)**

13 144. Paragraphs 1-107 and 118-130 above are incorporated by reference as
14 though fully set forth herein.

15 145. Pursuant to the UCL “[u]nfair competition,” which includes, *inter alia*,
16 “any unlawful, unfair or fraudulent business act or practice” is illegal. Cal. Bus. &
17 Prof. Code § 17200.

18 146. The UCL imposes strict liability. Neither Plaintiff Ms. Gonzalez nor
19 the members of Post-February 20 Tariff Class need to prove that Defendants, who
20 are engaged in “business practices,” intentionally or negligently engaged in
21 unlawful, unfair, or fraudulent business practices; they only to show that such
22 practices occurred.

23 147. A business act or practice is “unfair” under the UCL if it offends an
24 established public policy or is immoral, unethical, oppressive, unscrupulous, or
25 substantially injurious to consumers, and that unfairness is determined by weighing
26 the reasons, justifications and motives of the practice against the gravity of the harm
27 to the alleged victims.
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1 148. Defendants’ actions constitute “unfair” business practices because, as
2 alleged above, Defendants, *inter alia*, engaged in drip pricing, charged junk fees,
3 and/or mischaracterized those fees as “taxes.” Defendants’ acts and practices, which
4 threaten and harm competition, offend (and are tethered to), at a minimum, an
5 established public policy of transparency in pricing, including as evidenced by
6 California’s “Honest Pricing Law” as well as regulations enacted by the FTC, and
7 constituted immoral, unethical, oppressive, and unscrupulous activities that are
8 substantially injurious to consumers.

9 149. The harm emanating from this practice(s) to Plaintiff Ms. Gonzalez and
10 the members of the Post-February 20 Tariff Class outweighs any utility it provides
11 because Defendants’ practice of engaging in drip pricing, charging junk fees, and/or
12 mischaracterizing those fees as “taxes” provides no utility. There were reasonably
13 available alternatives to further Defendants’ legitimate business interests (if any)
14 other than the misleading and deceptive conduct described herein.

15 150. A business act or practice is “fraudulent” under the UCL if it is likely
16 to deceive members of the consuming public.

17 151. Defendants’ acts and practices alleged above constitute fraudulent
18 business acts or practices as Defendants have deceived Plaintiff Ms. Gonzalez and
19 the members of the Post-February 20 Tariff Class and are highly likely to deceive
20 members of the consuming public. Plaintiff Ms. Gonzalez and the members of the
21 Post-February 20 Tariff Class relied on Defendants’ fraudulent and deceptive
22 representations – which were made to consumers and the class generally – regarding
23 the prices, fees, and/or surcharges charged for goods. These misrepresentations
24 played a substantial role in Plaintiff Ms. Gonzalez’s and the members of the Post-
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1 February 20 Tariff Class’s decisions to purchase products; they would not have
2 purchased those products without the Defendants’ misrepresentations.⁵⁵

3 152. A business act or practice is “unlawful” under the UCL if it violates any
4 other law or regulation.

5 153. Defendants’ acts and practices alleged above constitute unlawful
6 business acts or practices, as Defendants have violated state and/or federal law,
7 including, but not necessarily limited to, the CLRA and CAPRL, in connection with,
8 at a minimum, their deceptive pricing scheme.

9 154. Defendants’ practices, as set forth above, misled Plaintiff Ms.
10 Gonzalez, the Post-February 20 Tariff Class, and the public in the past and will
11 continue to mislead them in the future. Consequently, Defendants’ practices
12 constitute an unlawful, fraudulent, and unfair business practice within the meaning
13 of the UCL.

14 155. Defendants’ violations of the UCL, through their unlawful, unfair, and
15 fraudulent business practices, are ongoing and present a continuing threat to Plaintiff
16 Ms. Gonzalez, the members of the Post-February 20 Tariff Class, and the public
17 who, if Defendants’ drip pricing, junk fees, and/or mischaracterization of those fees
18 as “taxes” are permitted to continue, will continue to be deceived into purchasing
19 products based on, *inter alia*, artificially low prices that do not include surprise,
20 hidden, and/or misleading fees, which are added later.

21 156. Those deceptive actions, acts, omissions, and practices also have
22 caused actual, ascertainable loss, harm, damage, and/or (economic and/or other)
23 injury to Plaintiff Ms. Gonzalez and the Post-February 20 Class members – that is,
24 at a minimum, the amount(s) of the tariff-related fee and/or surcharge charged by
25 and paid to Defendants.

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27 ⁵⁵ See *supra* at 54 n. 54.

1 157. Plaintiff Ms. Gonzalez and the Post-February 20 Class members have
2 (i) expended money due to Defendants' acts and omissions; (ii) lost money or
3 property; and/or (iii) been denied money to which they have a cognizable claim.

4 158. Relevant violations, losses, injuries, harms, and damages are
5 continuing, on-going, and/or increasing.

6 159. Because of the surreptitious nature of Defendants' deception, these
7 losses, injuries, harms, and damages cannot be reasonably avoided and will continue
8 to be suffered by the consuming public absent a mandated change in Defendants'
9 practice.

10 **COUNT V**
11 **UNJUST ENRICHMENT**
12 **(Charge of Tariff-Related Fees and/or Surcharges)**
13 **Against All Defendants**
14 **(By Plaintiffs Ms. Maxwell, Ms. Theus, and Ms. Gonzalez and**
15 **the Pre-February 20 Tariff Class and**
16 **the Post-February 20 Tariff Class)**

17 160. Paragraphs 1-159 above are incorporated by reference as though fully
18 set forth herein.

19 161. Defendants were unjustly enriched at the expense of Plaintiff Ms.
20 Maxwell, Plaintiff Ms. Theus, and Plaintiff Ms. Gonzalez, as well as the members
21 of the Pre-February 20 Tariff Class and the Post-February 20 Tariff Class.

22 162. Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff Ms. Gonzalez,
23 as well as the members of the Pre-February 20 Tariff Class and the Post-February
24 20 Tariff Class, conferred a benefit(s) on Defendants by paying the tariff-related fees
25 and/or surcharges.

26 163. Defendants knowingly accepted and received the benefit(s) conferred
27 upon them by Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff Ms.
28 Gonzalez, as well as by the members of the Pre-February 20 Tariff Class and the
Post-February 20 Tariff Class.

1 164. Defendants have retained the full benefit of the tariff-related fees and/or
2 surcharges paid by Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff Ms.
3 Gonzalez, as well as by the members of the Pre-February 20 Tariff Class and the
4 Post-February 20 Tariff Class.

5 165. It would be unjust and inequitable for Defendants to retain that
6 benefit(s) under the factual circumstances set forth above.

7 166. Defendants have, however, so far retained the full benefit of the tariff-
8 related fees and/or surcharges paid by Plaintiff Ms. Maxwell, Plaintiff Ms. Theus,
9 and Plaintiff Ms. Gonzalez, as well as by the members of the Pre-February 20 Tariff
10 Class and the Post-February 20 Tariff Class.

11 167. Relevant violations, losses, injuries, harms, and damages are
12 continuing, on-going, and/or increasing.

13 **COUNT VI**
14 **CONVERSION**
15 **(Tariff-Related Fees and Surcharges)**
16 **Against All Defendants**
17 **(By Plaintiffs Ms. Maxwell, Ms. Theus, and Ms. Gonzalez and**
18 **the Pre-February 20 Tariff Class and**
19 **the Post-February 20 Tariff Class)**

20 168. Paragraphs 1-167 above are incorporated by reference as though fully
21 set forth herein.

22 169. Conversion is a strict-liability tort.

23 170. Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff Ms. Gonzalez,
24 as well as the members of the Pre-February 20 Tariff Class and the Post-February
25 20 Tariff Class, have a legal right to the amount(s) of money charged and collected
26 by Defendants under the guise of tariff-related fees and/or surcharges. In other
27 words, it was the customers' money that Defendants collected and still hold.
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1 171. The imposition of the tariff-related fee(s) and/or surcharge(s) (at least
2 in the manner in which they were assessed) was wrongful and/or improper.
3 Defendants were not authorized to charge, collect, or assume control over the money
4 (at least not in the way that they did).

5 172. Upon receipt of that money, Defendants assumed control over it to the
6 exclusion of the rights of Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff
7 Ms. Gonzalez, as well as the members of the Pre-February 20 Tariff Class and the
8 Post-February 20 Tariff Class.

9 173. As a result, Plaintiff Ms. Maxwell, Plaintiff Ms. Theus, and Plaintiff
10 Ms. Gonzalez, as well as the members of the Pre-February 20 Tariff Class and the
11 Post-February 20 Tariff Class, have been damaged, injured, and/or harmed.

12 174. Relevant violations, losses, injuries, harms, and damages are
13 continuing, on-going, and/or increasing.

14 **COUNT VII**
15 **UNJUST ENRICHMENT**
16 **(Retention of Tariff-Related Fees and/or Surcharges)**
17 **Against All Defendants**
18 **(On Behalf of Plaintiffs Ms. Maxwell, and Ms. Theus**
19 **and the Pre-February 20 Tariff Class)**

20 175. Paragraphs 1-117, 131-143, and 160-174 above are incorporated by
21 reference as though fully set forth herein.

22 176. Defendants were unjustly enriched at the expense of Plaintiff Ms.
23 Maxwell and Plaintiff Ms. Theus, as well as the members of the Pre-February 20
24 Tariff Class.

25 177. Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the members
26 of the Pre-February 20 Tariff Class, conferred a benefit(s) on Defendants by paying
27 the fee(s) and/or surcharge(s) charged by the Defendants as a result of, due to, and/or
28 to offset any or all of the tariffs imposed by the 2025 Executive Orders. But for the
tariffs first imposed on Defendants in 2025, Plaintiff Ms. Maxwell and Plaintiff Ms.

1 Theus, as well as the members of the Pre-February 20 Tariff Class, would not have
2 been charged or required to pay the fees and/or surcharges associated with those
3 tariffs.

4 178. Defendants knowingly accepted and received the benefit(s) conferred
5 upon them by Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as by the
6 members of the Pre-February 20 Tariff Class

7 179. Defendants have retained the full benefit(s) of the tariff-related fees
8 and/or surcharges paid by Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as
9 by the members of the Pre-February 20 Tariff Class, as a result of, due to, and/or to
10 offset any or all of the tariffs imposed by the 2025 Executive Orders.

11 180. Those tariffs have been determined to be unlawful, and Defendants had
12 no basis to collect and/or retain the associated amounts from Plaintiff Ms. Maxwell
13 and Plaintiff Ms. Theus, as well as from the members of the Pre-February 20 Tariff
14 Class. If Defendants – who can seek and obtain a refund for payment(s) of the tariffs
15 imposed by the 2025 Executive Orders – are permitted to retain the tariff-related fees
16 and/or surcharges paid by consumers, they will obtain a windfall at the expense of
17 Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the members of the Pre-
18 February 20 Tariff Class.

19 181. It would be unjust and inequitable for Defendants to retain that
20 benefit(s) under the factual circumstances set forth above – most notably, the
21 Supreme Court’s ruling in *Learning Resources*.

22 182. Relevant violations, losses, injuries, harms, and damages are
23 continuing, on-going, and/or increasing.
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COUNT VIII
MONEY HAD AND RECEIVED
Against All Defendants
(On Behalf of Plaintiffs Ms. Maxwell and Ms. Theus
and the Pre-February 20 Tariff Class)

183. Paragraphs 1-117, 131-143, and 160-182 above are incorporated by reference as though fully set forth herein.

184. As a result of, due to, and/or to offset any or all of the tariffs imposed by the 2025 Executive Orders, Defendants compelled Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the members of the Pre-February 20 Tariff Class, to pay tariff-related fees and/or surcharges.

185. That money was paid to Defendants by Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as by the members of the Pre-February 20 Tariff Class. To be clear, Defendants improperly received that money, which was for the use of Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the members of the Pre-February 20 Tariff Class. Had those consumers not paid that money they would not have received their “Savage X Fenty” products.

186. That money belongs to Plaintiff, Ms. Maxwell and Plaintiff Ms. Theus, as well as the members of the Pre-February 20 Tariff Class, and should be returned to them.

187. Specifically, the money that was paid as a result of, due to, and/or to offset any or all of the tariffs imposed by the 2025 Executive Orders, which have now been struck down by the Supreme Court, and/or any refund received by Defendants for the illegal tariffs it paid, in good conscience and/or equity belong to and ought to be paid, returned, and/or refunded to Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as to the members of the Pre-February 20 Tariff Class.

188. Defendants have not, however, returned that money to Plaintiff Ms. Maxwell or Plaintiff Ms. Theus, or to the members of the Pre-February 20 Tariff Class.

1 189. Relevant violations, losses, injuries, harms, and damages are
2 continuing, on-going, and/or increasing.

3 **COUNT IX**
4 **DECLARATORY JUDGMENT**
5 **Against All Defendants**
6 **(On Behalf of Plaintiffs Ms. Maxwell and Ms. Theus**
7 **and the Pre-February 20 Tariff Class)**

8 190. Paragraphs 1-117, 131-143, and 160-189 above are incorporated by
9 reference as though fully set forth herein

10 191. Pursuant to 28 U.S.C. § 2201(a), “[i]n a cause of actual controversy
11 within its jurisdiction,” this Court, “upon the filing of an appropriate pleading, may
12 declare the rights and other legal relations of any interested party seeking such
13 declaration, whether or not further relief is or could be sought.” 28 U.S.C. § 2201(a).
14 “Any such declaration shall have the force and effect of a final judgment or decree
15 and shall be renewable as such.” *Id.*

16 192. There is an actual, substantial controversy that is real and immediate
17 between the parties (here, Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as
18 the members of the Pre-February 20 Tariff Class, on the one hand, and Defendants,
19 on the other) who have adverse legal interests. Issuance of a declaratory judgment
20 would serve a useful purpose in clarifying these parties’ legal relations.

21 193. Plaintiff Ms. Maxwell and Plaintiff Ms. Theus, as well as the members
22 of the Pre-February 20 Tariff Class, are entitled to a declaration that a business
23 seeking and/or receiving a refund from the federal government for amounts paid as
24 a result, due to, and/or to offset any or all of the tariffs imposed by the 2025
25 Executive Orders is *not* a condition, precondition, or prerequisite for a consumer(s)
26 being able to seek and/or receive a refund(s) of any amounts the consumer paid to a
27 business as a result, due to, and/or to offset any or all of those tariffs.

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COUNT X
VIOLATION OF SECTION 1749.5
(The Gift Card Law)
Against all Defendants
(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and
the Gift Card Class)

194. Paragraphs 1-107 above are incorporated by reference as though fully set forth herein.

195. Section 1749.5 makes it “unlawful for any person or entity to sell a gift certificate to [a] purchaser that contains ... [a]n expiration date.” Cal. Civ. Code. § 1749.5.

196. “Gift certificates” include “electronic gift cards.” Cal. Civ. Code § 1749.45.

197. The Credits issued by Defendants, which are provided to consumers in exchange for money, constitute a “gift certificate” under California law. They constitute an electronic promise(s) that is redeemable at “Savage X Fenty” that was issued in a specific amount(s) in exchange for a payment(s) and are to be honored when presented to “Savage X Fenty” by a customer(s). Specifically, upon information and belief, each Credit issued now has a value equal to \$69.95. At other times, additional values may have been assigned to the Credits. *See supra* at 12 n.18. Regardless, the value of each Credit is known to, at a minimum, Defendants and is readily discernible.

198. Defendants willfully and/or intentionally violated California’s Gift Card Law by making Credits expire 12 months after the date of purchase (if not sooner) and/or by making them expire when an individual cancels his or her membership or within 12 months thereafter. When the Credits expire, “Savage X Fenty” members receive no value for them despite having already paid for them.

1 199. As a result, Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms.
2 Theus, as well as the Gift Card Class members, have suffered economic loss(es),
3 injury(ies), and/or damage(s).

4 200. Relevant violations, losses, injuries, harms, and damages are
5 continuing, on-going, and/or increasing.

6 **COUNT XI**
7 **UNJUST ENRICHEMENT**
8 **(Credits)**
9 **Against all Defendants**
10 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and**
11 **the Gift Card Class)**

12 201. Paragraphs 1-107 and 194-200 above are incorporated by reference as
13 though fully set forth herein.

14 202. Defendants were unjustly enriched at the expense of Plaintiff Ms.
15 Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the
16 Gift Card Class.

17 203. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
18 well as the members of the Gift Card Class, conferred a benefit(s) on Defendants by
19 paying a \$69.95 (or other) monthly charge, *see supra* at 12 n.18, in exchange for a
20 promise to be able to use Credits equal to that value for a later purchase at “Savage
21 X Fenty.”

22 204. Defendants knowingly accepted and received the benefit(s) conferred
23 upon them by Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
24 well as by the members of the Gift Card Class.

25 205. Defendants have retained the full value of that benefit(s), *i.e.*, the
26 monthly payments made by Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff
27 Ms. Theus, as well as by the members of the Gift Card Class.
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1 206. It would be unjust and inequitable for Defendants to retain that
2 benefit(s) under the factual circumstances set forth above, including, but not limited
3 to, the public policy of the State of California against gift certificates or gift cards
4 expiring.

5 207. Relevant violations, losses, injuries, harms, and damages are
6 continuing, on-going, and/or increasing.

7 **COUNT XII**
8 **CONVERSION**
9 **(Credits)**
10 **Against all Defendants**
11 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and**
12 **the Gift Card Class)**

13 208. Paragraphs 1-107 and 194-207 above are incorporated by reference as
14 though fully set forth herein.

15 209. Conversion is a strict-liability tort.

16 210. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
17 well as the members of the Gift Card Class, have a legal right to money in an amount
18 equal to the value of unused Credits for which they prepaid. Those Credits (and the
19 value associated with them), in other words, were the property of Plaintiff Ms.
20 Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the
21 Gift Card Class.

22 211. However, through their wrongful and/or impermissible acts, as set forth
23 above, Defendants wrongfully and/or impermissibly deprived Plaintiff Ms.
24 Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the
25 Gift Card Class, of those Credits and their value, which were segregated in
26 individual members' "Savage X Fenty" accounts, by making them expire after 12
27 months (if not sooner) in contravention of California law. The amounts at issue were
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1 identifiable because they appeared in individuals’ separate “Savage X Fenty”
2 accounts.

3 212. Upon “expiration” of the Credits, Defendants assumed control of the
4 unused Credits and their associated value to the exclusion of Plaintiff Ms. Maxwell,
5 Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card
6 Class.

7 213. As a result, Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms.
8 Theus, as well as the members of the Gift Card Class, have been damaged, injured,
9 and/or harmed.

10 214. Relevant violations, losses, injuries, harms, and damages are
11 continuing, on-going, and/or increasing.

12 **COUNT XIII**
13 **BREACH OF CONTRACT**
14 **Against All Defendants**
15 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and**
16 **the Gift Card Class)**

17 215. Paragraphs 1-107 and 194-214 above are incorporated by reference as
18 though fully set forth herein.

19 216. Alternatively and/or additionally, Plaintiff Ms. Maxwell, Plaintiff Ms.
20 Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card Class,
21 contracted with Defendants to join the “Savage X Rewards Membership” and to
22 receive Credits in exchange for monthly payments – Credits that could be used to
23 purchase goods some time in the future.

24 217. To be sure, there was no negotiation over the contract(s) and/or its
25 terms. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well
26 as the Gift Card Class members, had to “take it or leave it.”
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1 218. One term of the contract(s) was that in exchange for a payment of
2 \$69.95 (or a similar amount) each month, the member would receive and have a
3 Credit(s) equal to that amount available to use in the future.

4 219. To the extent that one of the contractual terms purportedly was that
5 unused Credits would expire after 12 months, that term is void and/or otherwise
6 unenforceable. For one, such a term, which also is contrary to another term(s)
7 included in the agreement, violates the public policy of the State of California, as set
8 forth in, codified in, established by, and/or illustrated by California's Gift Card Law.
9 The interest in the enforcement of this term is outweighed in these circumstances at
10 least by California's public policy against the enforcement of such term. It is also a
11 term of adhesion. In addition, this "term" is unconscionable, unfair, and the direct
12 result of the parties' markedly disparate bargaining positions.

13 220. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
14 well as the members of the Gift Card Class, paid the requisite amounts and fully and
15 adequately performed all obligations and duties required by the contract(s).

16 221. By making Credits expire and by requiring that Plaintiff Ms. Maxwell,
17 Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as members of the Gift Card
18 Class, forfeit unused Credits and their associated value, Defendants breached the
19 contract(s). They failed to deliver to Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and
20 Plaintiff Ms. Theus, as well as to the members of the Gift Card Class, the full value
21 for which they had paid monthly. In other words, Defendants failed to fulfill their
22 obligations under the contract(s).

23 222. Defendants' breaches of the contract(s) caused Plaintiff Ms. Maxwell,
24 Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card
25 Class, to suffer loss(es) and/or damages.

26 223. Relevant breaches, violations, losses, injuries, harms, and damages are
27 continuing, on-going, and/or increasing.

**COUNT XIV
BREACH OF IMPLIED CONTRACT**

**Against All Defendants
(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and
the Gift Card Class)**

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224. Paragraphs 1-107 and 194-223 above are incorporated by reference as though fully set forth herein.

225. To the extent that this Court determines that there is no express contract(s) between Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card Class, and Defendants, there would have been an implied contract(s). Accordingly, alternatively and/or additionally, Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card Class, have entered into an implied contract(s) with Defendants to join the “Savage X Rewards Membership” and to receive Credits in exchange for monthly payments – Credits that can be used to purchase goods some time in the future.

226. There were no negotiations over the implied contract(s) and/or its terms. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card Class, had to “take it or leave it.”

227. One term of the implied contract(s) was that in exchange for a payment of \$69.95 (or a similar amount) each month, the member would have a Credit(s) equal to that amount available to use in the future.

228. To the extent that one of the terms of the implied contract(s) purportedly was that Credits would expire after 12 months, that term is void and/or otherwise unenforceable. For one, such a term, which also is contrary to another term(s) included in the agreement, violates the public policy of the State of California, as set forth in, codified in, established by, and/or illustrated by California’s Gift Card Law. The interest in the enforcement of this term is

1 outweighed in these circumstances at least by California’s public policy against the
2 enforcement of such term. It is also a term of adhesion. In addition, this “term” is
3 unconscionable, unfair, and the direct result of the parties’ markedly disparate
4 bargaining positions.

5 229. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
6 well as the members of the Gift Card Class, paid the requisite amounts and fully and
7 adequately performed all obligations and duties required by the implied contract(s).

8 230. By making Credits expire and by requiring that Plaintiff Ms. Maxwell,
9 Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card
10 Class, forfeit those Credits and their associated value, Defendants breached the
11 implied contract(s). They failed to deliver to Plaintiff Ms. Maxwell, Plaintiff Ms.
12 Potts, and Plaintiff Ms. Theus, as well as the members of the Gift Card Class, the
13 full value for which they had paid monthly. In other words, Defendants failed to
14 fulfill their obligations under the implied contract(s).

15 231. Defendants’ breaches of the implied contract(s) caused Plaintiff Ms.
16 Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as members of the Gift
17 Card Class, to suffer loss(es) and/or damages.

18 232. Relevant breaches, violations, losses, injuries, harms, and damages are
19 continuing, on-going, and/or increasing.

20 **COUNT XV**
21 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**
22 **DEALING**
23 **Against All Defendants**
24 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Theus and**
25 **the Gift Card Class)**

26 233. Paragraphs 1-107 and 194-232 above are incorporated by reference as
27 though fully set forth herein.
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1 234. Every contract entered into in California “contains an implied covenant
2 of good faith and fair dealing,” which means, *inter alia*, that neither party to that
3 contract shall do “anything which will have the effect of destroying or injuring the
4 right of the other party to receive the fruits of the contract.”⁵⁶

5 235. Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as
6 well as the members of the Gift Card Class, paid the requisite amounts and fully and
7 adequately performed all obligations and duties required by the contract(s).

8 236. By making unused Credits expire and by requiring that Plaintiff Ms.
9 Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the
10 Gift Card Class, forfeit those Credits and their associated value, Defendants
11 breached the implied covenant of good faith and fair dealing. In other words, they
12 failed to fulfill their obligations under the contract(s), and they prevented Plaintiff
13 Ms. Maxwell, Ms. Potts, and Plaintiff Ms. Theus, as well as the members of the Gift
14 Card Class, from receiving all of the fruits of their contract(s).

15 237. Defendants’ breaches of the implied covenant of good faith and fair
16 dealing caused Plaintiff Ms. Maxwell, Plaintiff Ms. Potts, and Plaintiff Ms. Theus,
17 as well as the members of the Gift Card Class, to suffer loss(es) and/or damages.

18 238. Relevant breaches, violations, losses, injuries, harms, and damages are
19 continuing, on-going, and/or increasing.
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26 ⁵⁶ *Wolf v. Superior Ct.*, 107 Cal. App. 4th 25, 31 (2d Dist. 2011) (internal quotations
27 omitted).
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Savage X Rewards Membership

This order enrolls me in the paid Savage X Rewards Membership program. I acknowledge that I will be billed \$69.95 each month if I do not 'Skip the Month' between the 1st and the 5th of the month. Member Credits expire after 12 months. I can cancel my membership at any time by calling 1-855-728-2439 (open 24/7) or managing online.

I agree to the paid Savage X Rewards Membership and the Terms & Conditions of this website.

PLACE ORDER

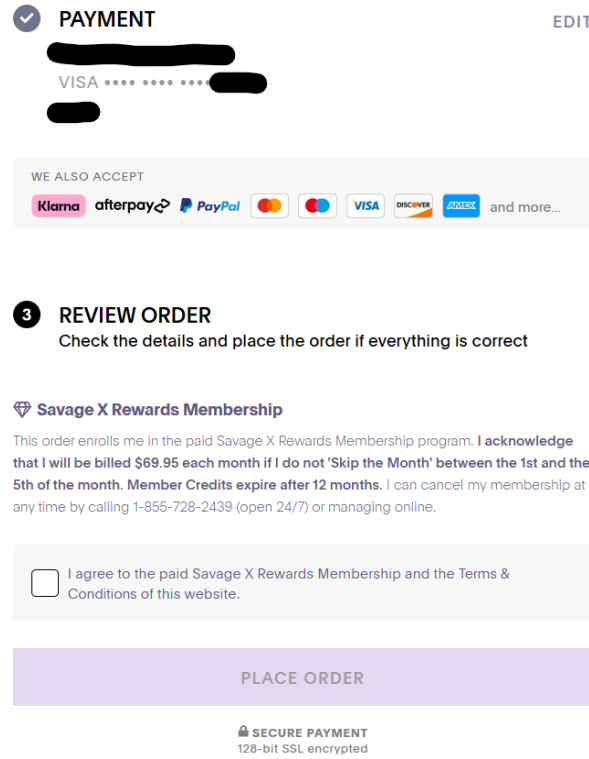
SECURE PAYMENT
128-bit SSL encrypted

245. At a minimum, it does *not* state “[t]hat the automatic renewal or continual service will continue until the consumer cancels.” Cal. Bus. & Prof. Code § 17602(a)(8)(A).

246. In addition, Defendants willfully and/or intentionally have failed to provide the notice required under California law *before* confirming the customer’s billing information. First, they fail to give certain of the required notices, such as that the membership will continue indefinitely until the consumer cancels it, at all. *See, e.g., supra* at ¶ 245. Second, they only present the purported acknowledgment *after* confirming the consumer’s billing information. For example:⁵⁷

⁵⁷ This example – which relates to a transaction that was never consummated – is for illustrative purposes only. Immaterial personal information has been redacted.

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247. Furthermore, while “Savage X Fenty” does seek and obtain the consumer’s “agree[ment] to the paid Savage X Rewards Membership,” it does not properly “obtain the consumer’s *express affirmative consent to the automatic renewal or continuous service offer terms.*” Cal. Bus. & Prof. Code § 17602(a)(4) (emphasis added).

248. Defendants also improperly “include[] ... information in the contract that interferes with, detracts from, contradicts, or otherwise undermines the ability of consumers to provide their affirmative consent to the automatic renewal or continuous service.” For example, because a consumer is required to check a single box for purposes of purportedly agreeing to *both* the membership *and* the website’s “Terms and Conditions,” it is impossible to know that the consumer has in fact agreed to either or both of them – never mind to even know whether the consumer has agreed specifically to the automatic renewal or continuous service.

1 249. Furthermore, consumers’ agreement to the terms of the membership, as
2 well as to the “Terms & Conditions of this website,” are sought and purportedly
3 obtained via a “sign-in-wrap” agreement, which interferes with, detracts from,
4 and/or undermines the ability of consumers to provide the necessary affirmative
5 consent.

6 250. In the world of internet contracts, there are browsewrap, clickwrap,
7 scrollwrap, and sign-in wrap agreements, each of which purport to bind users
8 through different ‘assent’ mechanisms. In a browsewrap, the ‘user accepts a
9 website’s terms of use merely by browsing the site,’ although those terms are not
10 always immediately apparent on the screen. Courts consistently decline to enforce
11 browsewraps. In a clickwrap, the website presents its terms of use in a ‘pop-up
12 screen’ and the user accepts those terms by clicking or checking a box stating she
13 agrees. ... Finally, a sign-in wrap lives somewhere in the middle: the website
14 provides a link to terms of use and indicates that some action may bind the user but
15 does not require that the user actually review those terms.”⁵⁸ The “Savage X Fenty”
16 “website resembles something between clickwrap and browsewrap. Because [its]
17 website provides a link to the” membership terms “but does not require that the user
18 actually read them before moving on to purchase a subscription, the website most
19 closely resembles a ‘sign-in wrap agreement.’”⁵⁹

20 251. “[P]ending further word from the California appellate courts, ... sign-
21 in wrap agreements are in a gray zone And in the gray zone of sign-in wrap
22 agreements, enforceability requires conspicuous textual notice that completing a
23 transaction or registration signifies consent to the site’s terms and conditions.

24 ⁵⁸ *Chabolla v. ClassPass Inc.*, 129 F.4th 1147, 1154 (9th Cir. 2025) (citations
25 omitted).

26 ⁵⁹ *Chabolla*, 129 F.4th at 1154.
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1 Whether such notice is sufficiently conspicuous will turn on the transactional
2 context, the notice’s size relative to other text on the site, the notice’s proximity to
3 the relevant button or box the user must click to complete the transaction or register
4 for the service, and whether the notice’s hyperlinks are readily identifiable.”⁶⁰

5 252. On the Website, the provision stating that the consumer “agree[s] to the
6 paid Savage X Rewards Membership and the Terms & Conditions of this website”
7 appear in a light font. That provision is obscured by the large bold heading above it
8 and the larger, purple “Place Order” box below it.

9 253. Further still, in that text, no part of the phrase “Savage X Rewards
10 Membership” is a hyperlink. And, there is nothing evidencing that “Terms and
11 Conditions” is a hyperlink. As such, it is impossible to readily determine that that
12 phrase links to the “Savage X Fenty” “Terms of Service,” which are not readily
13 apparent on the website otherwise.⁶¹

14 254. Defendants also willfully and/or intentionally “[m]isrepresent,
15 expressly or by implication, [a] material fact related to the transaction[,]” Cal. Bus.
16 & Prof. Code § 17602(a)(7) – specifically, that Credits do (or do not) expire.

17 255. Furthermore, California law also requires that “if a business provides a
18 mechanism for cancellation by toll-free telephone number,” which “Savage X

19 ⁶⁰ *Berman v. Freedom Fin. Network, LLC*, 30 F.4th 849, 868 (9th Cir. 2022) (Baker,
20 J. concurring).

21 ⁶¹ For these same reasons, *as well as others*, “Savage X Fenty” members also are
22 not bound by those “Terms of Service” or any of the provisions therein. Also,
23 guests purchasing via the Website, upon information and belief, do not ever have
24 to click any button acknowledging any terms or conditions. Instead, as it relates
25 to guests, the Terms of Service simply provide: “By using our Services, you
26 agree to these Terms of Service” (emphasis omitted). Such a “browsewrap”
27 agreement is *per se* unenforceable. *See, e.g., Berman*, 30 F.4th at 868 (explaining
28 that “pending further word from the California appellate courts, browsewrap
agreements are unenforceable *per se*”) (Baker, J. concurring). And, regardless,
the Terms of Service, on their face, also do *not* apply to in-store purchases.

1 Fenty” does, “the business ... shall not obstruct or delay the consumer’s ability to
2 cancel the automatic renewal or continuous service.” Cal. Bus. & Prof. Code §
3 17602(c)(2). *See also, e.g.*, Cal. Bus. & Prof. Code § 17602(e)(1). Defendants,
4 however, willfully and/or intentionally violate this requirement by, *inter alia*,
5 requiring consumers to call “Savage X Fenty” multiple times before finally being
6 able to cancel, requiring consumers to speak with a manager or supervisor before
7 finally being able to cancel, and/or by trying to talk consumers out of cancelling.
8 “Savage X Fenty” fails to promptly process the cancellation, and continues to
9 obstruct and delay the cancellation, even when a consumer states his or her intention
10 to “cancel.”

11 256. As a result of Defendants’ conduct, Plaintiff Ms. Maxwell, Plaintiff Ms.
12 Potts, and Plaintiff Ms. Gonzalez, as well as the Membership Class members, have
13 experienced loss(es), damage(s), and/or injury(ies).

14 257. Relevant breaches, violations, losses, injuries, harms, and damages are
15 continuing, on-going, and/or increasing.

16 **COUNT XVII**
17 **CIVIL CONSPIRACY**
18 **Against All Defendants**
19 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Gonzales and**
20 **the RICO Class)**

21 258. Paragraphs 1-257 above are incorporated by reference as though fully
22 set forth herein.

23 259. Defendants formed and, at all relevant times, operated a common plan
24 and/or conspiracy and/or designed to commit a tortious act, including, but not limited
25 to, conversion. At bottom, Defendants agreed and worked together (and continue to
26 do so) to form and operate a common plan – known as “Savage X Fenty” – and
27 agreed to commit numerous tortious acts.
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1 260. As set forth above, and as further explained below, *see, e.g., supra* at ¶
2 271, Defendants have in fact committed numerous wrongful acts pursuant to their
3 agreement.

4 261. As a result of Defendants’ wrongful acts, Plaintiff Ms. Maxwell,
5 Plaintiff Ms. Potts, and Plaintiff Ms. Gonzalez, as well as the members of the RICO
6 Class, have been damaged, injured, and/or harmed in the various manners and
7 amounts set forth above.

8 262. Relevant breaches, violations, losses, injuries, harms, and damages are
9 continuing, on-going, and/or increasing.

10 **COUNT XVIII**
11 **VIOLATION OF 18 U.S.C. § 1962 (“Section 1962”)**
12 **(Racketeer Influenced and Corrupt Organizations Act (“RICO”))**
13 **Against All Defendants**
14 **(On Behalf of Plaintiffs Ms. Maxwell, Ms. Potts, and Ms. Gonzalez and**
15 **the RICO Class)**

16 263. Paragraphs 1-262 above are incorporated by reference as though fully
17 set forth herein.

18 264. Section 1962(c) states: “It shall be unlawful for any person employed
19 by or associated with an enterprise engaged in, or the activities of which affect,
20 interstate or foreign commerce, to conduct or participate, directly or indirectly, in
21 the conduct of such enterprise’s affairs through a pattern of racketeering activity”
22 18 U.S.C. § 1962(c).

23 265. Section 1962(d) states, in relevant part, that “[i]t shall be unlawful for
24 any person to conspire to violate” Section 1962(c). 18 U.S.C. § 1962(d).

25 266. “Any person injured in his business or property by reason of a violation
26 of [S]ection 1962 ... may sue therefore in any appropriate United States district
27 court” 18 U.S.C. § 1964(c).
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1 267. Each of the SXF Parties is an “entity capable of holding a legal or
2 beneficial interest in property.” 18 U.S.C. § 1961(3). As such, each of them is a
3 “person” pursuant to the RICO statute.

4 268. Each of the SXF Parties is associated with “Savage X Fenty,” which
5 qualifies as an “enterprise” under the RICO statute. “Savage X Fenty” is, *inter alia*,
6 a “group of individuals” (for example, Ms. Fenty and Ms. Albright) and/or entities
7 “associated in fact although not a legal entity.” 18 U.S.C. § 1961(3).

8 269. Each of Defendants, who are engaged in interstate commerce, have
9 participated in the “Savage X Fenty” enterprise, which is also engaged in interstate
10 commerce, through a pattern of racketeering activity.

11 270. According to the RICO statute, “racketeering activity” includes, *inter*
12 *alia*, “any act which is indictable under any of the following provisions of title 18,
13 United States code ... section 1341 (relating to mail fraud) [and] section 1343
14 (relating to wire fraud).” 18 U.S.C. § 1961(1)(B). The SXF Parties have engaged
15 in acts prohibited by both of these sections.

16 271. The SXF Parties knowingly, willingly, and/or intentionally are and
17 were, at all relevant times, engaged in a scheme to defraud consumers who visited
18 the Website of their money. They, *inter alia*, charge consumers junk fees, engage
19 in drip pricing, misrepresent the nature of the tariff-related fees and/or surcharges,
20 refuse to return those fees and/or surcharges even after the tariffs imposed by the
21 2025 Executive Orders were struck down, continue to charge consumers an
22 unexpected tariff fee(s) and/or surcharge(s) even after the Supreme Court’s ruling in
23 *Learning Resources*, use dark patterns, pressure consumers into becoming members,
24 charge members monthly fees for Credits unless they quickly opt out, make unused
25 Credits expire after 12 months (if not sooner), and make it exceedingly difficult to
26 cancel memberships (the “Recent Racketeering Activity”).

1 272. The SXF Parties use wire services in furtherance of the scheme. For
2 example, they operate a website(s) that consumers around the United States (and
3 around the world) can access to, *inter alia*, make purchases and become “Savage X
4 Fenty” members. They also use the telephone in furtherance of their scheme – for
5 example, making consumers, such as Ms. Potts, call “Savage X Fenty” to cancel
6 their memberships. And, upon information and belief, they send numerous e-mails
7 to “Savage X Fenty” website-users and/or members.

8 273. The SXF Parties, who knowingly, willingly, or intentionally formed
9 and/or participate(d) in a scheme or artifice to defraud persons of their money, also
10 have caused and continue to cause the mail to be used in furtherance of that scheme.
11 Specifically, “Savage X Fenty” ships – and, upon information and belief, has, at all
12 relevant times, shipped – its products via a private interstate commercial carrier, such
13 as DHL, and/or in another manner in interstate commerce.

14 274. “A ‘pattern of racketeering activity’ requires at least two acts of
15 racketeering activity, one of which occurred after the effective date of this chapter
16 and the last of which occurred within ten years ... after the commission of a prior
17 act of racketeering activity.” 18 U.S.C. § 1961(5).

18 275. Defendants have engaged and continue to engage in on-going and
19 repeated racketeering activity, as evidenced by, *inter alia*, the 2022 “Savage X
20 Fenty” settlement, *see, e.g., supra* at ¶2 & 1 n.1,⁶² and the 2025 TFG settlement, *see,*

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22 ⁶² *See also, e.g.,* Marc Bain, “Rihanna’s Savage X Fenty suite uses a shady trick to
23 sign up more members,” *Quartz* (July 20, 2022),
24 <https://qz.com/quartzy/1698235/rihannas-savage-x-fenty-uses-dark-patterns-to-sign-up-more-members> (last visited June 17, 2026); Chauncey Alcorn,
25 “Rihanna’s Savage X Fenty lingerie line accused of deceptive marketing tactics,”
26 *CNN* (Feb. 13, 2020), <https://www.cnn.com/2020/02/13/business/rihanna-savage-x-deceptive-marketing> (last visited June 17, 2026); “SavageX [sic] Fenty
27 WON’T ALLOW MR TO CANCEL.,” *reddit*, https://www.reddit.com/r/LingerieAddiction/comments/1by3m34/savagex_fenty_wont_allow_me_to_can

1 e.g., *id.* at 2 n.2 – as well as their various acts and omissions that constitute the
2 Recent Racketeering Activity, which have been occurring for months, if not years.
3 There were at least two acts and omissions that were the subject of those past
4 settlements and the attendant government investigations as well as that constitute the
5 Recent Racketeering Activity. All relevant acts and omissions occurred after 1970.

6 276. The Recent Racketeering Activity occurred within 10 years of each
7 other and of the SXF Parties’ prior racketeering activity.

8 277. In addition, the SXF Parties have illegally conspired – and continue to
9 illegally conspire – among themselves to violate Section 1962(c).

10 278. The SXF Parties’ violations of Section 1962, racketeering activity, and
11 conspiracy to violate Section 1962(c) have injured and/or damaged Plaintiffs Ms.
12 Maxwell, Ms. Potts, and Ms. Gonzalez, as well as the members of the RICO Class,
13 in the various manners and amounts set forth above.

14 279. Relevant breaches, violations, losses, injuries, harms, and damages are
15 continuing, on-going, and/or increasing.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment as follows:

- 18 A. an Order (i) certifying this action as a class action, (ii) appointing
19 Plaintiffs Ms. Maxwell and Ms. Theus as class representatives
20 for the Pre-February 20 Tariff Class, (iii) appointing Plaintiff Ms.
21 Gonzalez as class representative for the Post-February 20 Tariff
22 Class, (iv) appointing Plaintiffs Ms. Maxwell, Ms. Potts, and Ms.
23 Theus as class representatives for the Gift Card Class and for the
24 Membership Class, (v) appointing Plaintiffs Ms. Maxwell, Ms.
25 Potts, and Ms. Gonzalez as class representatives for the RICO
26 Class, and (vi) appointing Plaintiffs’ counsel to represent the Pre-

27 cel/ (last visited June 17, 2026); “Do not buy from Savage X Fenty,” *reddit*,
28 https://www.reddit.com/r/ABraThatFits/comments/qqp9mn/do_not_buy_from_savage_x_fenty/ (last visited June 17, 2026).

1 February 20 Tariff Class, the Post-February 20 Tariff Class, the
2 Gift Card Class, the Membership Class, and the RICO Class;

- 3 B. an award, or the return or refund, of – or restitution in an amount
4 equal to – all monies acquired by Defendants by means of any
5 and all illegal, improper, wrongful, unjust, and/or inequitable
6 practice(s), act(s), omission(s) and/or conduct, including, but not
7 limited to, making Credits expire;
- 8 C. disgorgement of all amounts improperly, wrongfully, and/or
9 unjustly charged, collected, received, maintained, retained, or
10 held by Defendants;
- 11 D. an award of actual, compensatory, and/or consequential damages
12 in an amount(s) to be determined at trial;
- 13 E. an award of nominal damages (in the alternative);
- 14 F. an award of treble damages (if and as permitted by law,
15 including, but not necessarily limited to, 18 U.S.C. § 1964(c));
- 16 G. an award of punitive damages (if and as permitted by law,
17 including, but not necessarily limited to, Cal. Civ. Code §
18 1780(a)(4));
- 19 H. an award of attorneys’ fees and expenses, and any other
20 expense(s), including, including, but not necessarily limited to,
21 expert witness fees (if and as permitted by law, including, but not
22 necessarily limited to, Cal. Civ. Code § 1780(e) and/or 18 U.S.C.
23 § 1964(c));
- 24 I. an award of the costs of this action (if and as permitted by law,
25 including, but not necessarily limited to, Cal. Civ. Code §
26 1780(e) and/or 18 U.S.C. § 1964(c));
- 27 J. an award of pre- and post-judgment interest on any amounts
28 awarded;
- K. an award of any applicable civil, statutory, or other penalty(ies)
and/or damages available (if and as permitted by law);

- 1 L. injunctive relief (if and as permitted by law, including, but not
2 necessarily limited to, Cal. Bus. & Prof. Code § 17203)
3 prohibiting Defendants from, *inter alia*, (i) continuing to use junk
4 fees and drip pricing to impose tariff-related fees and/or
5 surcharges, (ii) mislabeling those fees and/or surcharges as taxes,
6 (iii) making Credits expire, (iv) engaging in unlawful, unfair, or
7 fraudulent business acts or practices, (v) including information
8 in their contract(s) with consumers that interferes with, detracts
9 from, contradicts, or otherwise undermines the ability of
10 consumers to provide their affirmative consent to any automatic
11 renewal or continuous service, (vi) misrepresenting any material
12 term(s) of the transaction(s); and (vii) obstructing or delaying
13 consumers' ability to cancel their memberships
- 14 M. injunctive relief (if and as permitted by law, including, but not
15 necessarily limited to, Cal. Bus. & Prof. Code § 17203) requiring
16 Defendants to, *inter alia*, (i) refund to members of the Pre-
17 February 20 Tariff Class all amounts charged and/or collected as
18 a result of, due to, and/or to offset any or all of the tariffs imposed
19 by the 2025 Executive Orders, and (ii) present automatic renewal
20 offer terms or continuous service offer terms in a clear and
21 conspicuous manner before the subscription or purchasing
22 agreement is fulfilled;
- 23 N. an Order retaining jurisdiction to monitor Defendants'
24 compliance with injunctive relief granted;
- 25 O. a declaration that a business seeking and/or receiving a refund
26 from the federal government for amounts paid as a result of, due
27 to, and/or offset any or all of the tariffs imposed by the 2025
28 Executive Orders is not a condition, precondition, or prerequisite
for a consumer being able to seek and/or receive a refund(s) of
any amounts the consumer paid to a business as a result of, due
to, and/or to offset any or all of those tariffs;
- P. an Order allowing for amendment of this pleading if and as
necessary to conform to evidence adduced at trial; and

1 Q. such other and further relief as this Court may deem just and
2 proper.

3 **JURY TRIAL DEMANDED**

4 Plaintiffs demand a trial by jury on all claims so triable.

5 Dated: June 19, 2026

6 Respectfully submitted,

7 **LYNCH CARPENTER, LLP**

8 /s/ Todd D. Carpenter

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