

ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: <b>Jennifer Deng, Deputy District Attorney (SBN 206285)</b> FIRM NAME: <b>Santa Clara County, Office of the District Attorney</b> STREET ADDRESS: <b>70 W. Hedding Street, West Wing, San Jose, CA 95110</b> CITY: <b>San Jose</b> STATE: <b>CA</b> ZIP CODE: <b>95113</b> TELEPHONE NO.: <b>(408) 792-2875</b> FAX NO.: <b>(408) 729-2947</b> E-MAIL ADDRESS: <b>jdeng@dao.sccgov.org</b> ATTORNEY FOR (name): <b>The People of the State of California</b>	STATE BAR NO.:	<b>FOR COURT USE ONLY</b>  <b>on 11/3/2022 4:40 PM</b> <b>Reviewed By: A. Rodriguez</b>  <b>Envelope: 10395911</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b> STREET ADDRESS: <b>191 N. 1st Street</b> MAILING ADDRESS: <b>191 N. 1st Street</b> CITY AND ZIP CODE: <b>San Jose, CA 95113</b> BRANCH NAME: <b>Downtown Superior Court (DTS)</b>		CASE NUMBER: <b>22CV402737</b>
PLAINTIFF/PETITIONER: <b>THE PEOPLE OF THE STATE OF CALIFORNIA</b> DEFENDANT/RESPONDENT: <b>Lavender Lingerie, LLC, dba Savage X Fenty</b> OTHER:		JUDICIAL OFFICER: <b>Socrates P. Manoukian</b>
<b>PROPOSED ORDER (COVER SHEET)</b>		DEPT: <b>20</b>

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

- Name of the party submitting the proposed order:  
THE PEOPLE OF THE STATE OF CALIFORNIA
- Title of the proposed order:  
Stipulation for Entry of Final Judgment, [Proposed] Final Judgment and Injunction Pursuant to Stipulation
- The proceeding to which the proposed order relates is:
  - Description of proceeding: Ex Parte for Stipulated Final Judgment
  - Date and time: N/A
  - Place: No hearing
- The proposed order was served on the other parties in the case.

Jennifer Deng  
(TYPE OR PRINT NAME)

DocuSigned by:  
  
100BE7210357152  
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: THE PEOPLE OF THE STATE OF CALIFORNIA v. Lavender Lingerie, LLC, dba Sava	CASE NUMBER: 22CV402737
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**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

70 W. Hedding Street, West Wing, San Jose, CA 95110

b. My electronic service address is (*specify*): cbelmes@dao.sccgov.org

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Seth Pierce of Mitchell Silberberg & Knupp, LLP (Attorney for Lavender Lingerie, LLC, dba Savage X Fenty, a Delaware Limited Liability Company)

b. To (*electronic service address of person served*): sep@msk.com

c. On (*date*): 10-17-2022

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10-17-2022

Christopher Belmes  
(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)

1 JEFFREY F. ROSEN, Santa Clara County District Attorney  
2 JENNIFER DENG, SBN 206285  
3 Deputy District Attorney  
4 jdeng@da.sccgov.org  
5 70 West Hedding Street, West Wing  
6 San Jose, California 95110  
7 Telephone: (408) 792-2875

8 Attorneys for Plaintiff  
9 See Appendix A for more Plaintiff's counsel

Filed  
November 23, 2022  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
22CV402737  
By: msorum

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SANTA CLARA

12 PEOPLE OF THE STATE OF CALIFORNIA,

13 Plaintiff,

14 v.

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

17 Defendant.

Case No. 22CV402737

FINAL JUDGMENT AND INJUNCTION  
PURSUANT TO STIPULATION

18 **FINAL JUDGMENT AND INJUNCTION PURSUANT TO STIPULATION**

19 Plaintiff, the People of the State Of California ("Plaintiff"), appearing through its attorneys,  
20 Jeffrey F. Rosen, Santa Clara County District Attorney by Jennifer Deng, Deputy District Attorney;  
21 George Gascon, District Attorney of Los Angeles County, by Duke Chau, Deputy District Attorney;  
22 Summer Stephan, District Attorney of San Diego County, by Stephen M. Spinella, Deputy District  
23 Attorney; Jeffrey S. Rosell, District Attorney of Santa Cruz County, by Douglas B. Allen, Assistant  
24 District Attorney; and Douglas Sloan, City Attorney of the City of Santa Monica, by Gary Rhoades,  
25 Deputy City Attorney; and having filed its Complaint herein;

26 Defendant Lavender Lingerie, LLC, dba Savage X Fenty ("Defendant"), appearing through  
27 its attorneys Mitchell Silberberg and Knupp, LLP by Seth E. Pierce, and having accepted service of  
28 the Complaint;

1 Plaintiff and Defendant having negotiated and agreed to a settlement including stipulating to  
2 the entry of this Final Judgment and Injunction Pursuant to Stipulation (“Judgment”) prior to the  
3 taking of any proof and without trial or adjudication of any issue of fact or law; and

4 The Court having considered the pleadings and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff has Judgment  
6 against Defendant as follows:

7 JURISDICTION AND VENUE

- 8
- 9 1. This civil action is brought by Plaintiff in the public interest under the laws of the State of  
10 California. As Defendant has offered for sale and/or sold products over the Internet and  
11 throughout the State of California, including online sales to residents of Santa Clara County, the  
12 Santa Clara County Superior Court (“Court”) has jurisdiction of the subject matter hereof and  
13 over the Parties hereto and is a proper venue for this action. This Judgment is entered pursuant to  
14 California Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.*  
15

16 APPLICABILITY

- 17 2. The provisions of this Judgment are applicable to Defendant and its officers, employees,  
18 directors, agents, representatives, successors, subsidiaries, and assigns acting within the course  
19 and scope of their agency or employment and in concert with Defendant, with active or  
20 constructive notice of this Judgment.  
21

22 DEFINITIONS

- 23 3. For purposes of this Judgment, the following definitions apply:  
24 a. “CALIFORNIA CONSUMER” shall mean any person who sought, acquired or  
25 purchased any goods from Defendant and who had a billing or shipping address located  
26 in the State of California.  
27

- 1 b. "AUTOMATIC RENEWAL" means a plan or arrangement in which a paid subscription  
2 or purchasing agreement is automatically renewed at the end of a definite term for a  
3 subsequent term.
- 4 c. "CONTINUOUS SERVICE" means a plan or arrangement in which a subscription or  
5 purchasing agreement continues until the consumer cancels the service.  
6
- 7 d. "CLEAR AND CONSPICUOUS" means in larger type than the surrounding text, or in  
8 contrasting type, font, or color to the surrounding text of the same size, or set off from the  
9 surrounding text of the same size by symbols or other marks, in a manner that clearly  
10 calls attention to the language. In the case of an audio disclosure, it means in a volume  
11 and cadence sufficient to be readily audible and understandable.  
12
- 13 e. "AUTOMATIC RENEWAL OFFER TERMS" shall mean the following CLEAR AND  
14 CONSPICUOUS disclosures:  
15
- 16 i. A statement that the subscription or purchasing agreement will continue until  
17 the CALIFORNIA CONSUMER cancels;
  - 18 ii. A description of the cancellation policy that applies to the offer and how to  
19 cancel;
  - 20 iii. The recurring charges that will be charged to the CALIFORNIA  
21 CONSUMER as part of the AUTOMATIC RENEWAL or CONTINUOUS  
22 SERVICE; and that the amount of the charge may change (if applicable), and  
23 the amount to which the charge will change (if known);  
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1 iv. The length of the AUTOMATIC RENEWAL term or that the service is  
2 continuous, unless the length of the term is chosen by the CALIFORNIA  
3 CONSUMER; and

4 v. The minimum purchase obligation, if any.

5  
6 f. “EFFECTIVE DATE OF JUDGMENT” means the date this Judgment is file-endorsed by  
7 the Clerk of Court, following approval and signature by a Judge or Commissioner of the  
8 Superior Court of the State of California.

9 INJUNCTION

10 4. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant is permanently  
11 enjoined and restrained from engaging in any of the following acts or practices within the State  
12 of California:

13 General

- 14 a. Making any materially false or misleading representations on its websites, advertising,  
15 emails, or any other form of marketing, including, but not limited to, the applicability of  
16 membership pricing and how to use membership credits.
- 17 b. Making AUTOMATIC RENEWAL or CONTINUOUS SERVICE contracts in California  
18 without complying with California Business and Professions Code sections 17600,  
19 17601, 17602, and 17603, including but not limited to, in the following manner:

20 Automatic Renewal: Disclosure

- 21 i. Making an AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer to a  
22 CALIFORNIA CONSUMER without presenting the AUTOMATIC RENEWAL  
23 OFFER TERMS before the CALIFORNIA CONSUMER’s payment information  
24 is obtained and in visual proximity (or in the case of an offer conveyed by voice,  
25 in temporal proximity) to the request for consent to the AUTOMATIC  
26 RENEWAL OFFER TERMS.

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1 Automatic Renewal: Affirmative Consent

- 2 ii. Charging a CALIFORNIA CONSUMER's credit or debit card or account with a  
3 third party for an AUTOMATIC RENEWAL or CONTINUOUS SERVICE  
4 without first obtaining the CALIFORNIA CONSUMER's affirmative consent to  
5 the AUTOMATIC RENEWAL OFFER TERMS, including the terms of an  
6 AUTOMATIC RENEWAL SERVICE offer or CONTINUOUS SERVICE offer  
7 that is made at a promotional or discount price for a limited period of time. For  
8 online and written orders this consent shall include the following:
- 9 1. The consent is obtained by an express act by the CALIFORNIA  
10 CONSUMER through a check-box, signature, express consent button, or  
11 other substantially similar mechanism that the CALIFORNIA  
12 CONSUMER must affirmatively select to give consent to the  
13 AUTOMATIC RENEWAL OFFER TERMS. This mechanism cannot  
14 relate to consent for anything other than the AUTOMATIC RENEWAL  
15 OFFER TERMS (such as final payment or completion of the transaction)  
16 other than as described below. The language of the consent shall be: "I  
17 agree to the paid Xtra VIP Membership and the Terms & Conditions of  
18 this website." The terms paid Xtra VIP Membership and Terms &  
19 Conditions will be hyperlinked.
  - 20 2. Immediately adjacent to the consent mechanism referred to in paragraph  
21 (4) division (b)(ii)(1), the AUTOMATIC RENEWAL OFFER TERMS  
22 shall be disclosed. This disclosure shall contain no additional information  
23 (except for offer limitations) and shall be CLEAR AND CONSPICUOUS.
- 24

25 Automatic Renewal: Acknowledgement

- 26 iii. Failing to provide an acknowledgment of the transaction that includes: the  
27 AUTOMATIC RENEWAL OFFER TERMS, cancellation policy, and

1 information regarding how to cancel in a manner that is capable of being retained  
2 by the CALIFORNIA CONSUMER;

- 3 iv. The acknowledgment must be sent to the CALIFORNIA CONSUMER via either  
4 email (immediately after the order) or U.S. mail (within two (2) days of the  
5 order). The subject line for the email must indicate in a CLEAR AND  
6 CONSPICUOUS manner that it is a confirmation of the AUTOMATIC  
7 RENEWAL transaction, and include the terms paid Xtra VIP Membership.

8 Automatic Renewal: Notice After Subscription

- 9 vi. Where required under paragraph 4(b)(vii) below, failing to provide a notice to a  
10 CALIFORNIA CONSUMER that CLEARLY AND CONSPICUOUSLY states  
11 all of the following:

- 12 1. That the AUTOMATIC RENEWAL or CONTINUOUS SERVICE will  
13 automatically renew unless the CALIFORNIA CONSUMER cancels.
- 14 2. The length and any additional terms of the renewal period.
- 15 3. One or more methods by which a CALIFORNIA CONSUMER can cancel  
16 the AUTOMATIC RENEWAL or CONTINUOUS SERVICE.
- 17 4. If the notice is sent electronically, the notice shall include either a link that  
18 directs the CALIFORNIA CONSUMER to the cancelation process, or  
19 another reasonably accessible electronic method that directs the  
20 CALIFORNIA CONSUMER to the cancelation process if no link exists.
- 21 5. Contact information for the business.

- 22 vii. In all cases where the CALIFORNIA CONSUMER accepted an offer with an  
23 initial term of one year or longer that automatically renews unless the  
24 CALIFORNIA CONSUMER cancels the AUTOMATIC RENEWAL or  
25 CONTINUOUS SERVICE, failing to provide the notice stated in paragraph (4)  
26 division (b)(vi) at least fifteen (15) days and not more than forty-five (45) days  
27



1 before the AUTOMATIC RENEWAL offer or CONTINUOUS SERVICE offer  
2 renews.

3 Automatic Renewal: Cancellation

4 viii. Failing to provide a toll-free telephone number, electronic mail address, a postal  
5 address if the Defendant directly bills the CALIFORNIA CONSUMER, or  
6 another cost-effective, timely, and easy-to-use mechanism for cancellation that  
7 shall be described in the acknowledgment specified in paragraph (4) division  
8 (b)(iii).

9 ix. Failing to allow a CALIFORNIA CONSUMER who accepts an AUTOMATIC  
10 RENEWAL or CONTINUOUS SERVICE OFFER online to terminate the  
11 AUTOMATIC RENEWAL or CONTINUOUS SERVICE exclusively online. As  
12 of July 1, 2022, CALIFORNIA CONSUMERS shall be able to cancel exclusively  
13 online, at will, and without engaging any further steps that obstruct or delay the  
14 consumer's ability to terminate the AUTOMATIC RENEWAL or  
15 CONTINUOUS SERVICE immediately. (The fact that Defendant offers an  
16 exclusively online option does not prohibit Defendant from offering alternative  
17 options to cancel – e.g., speaking toll free with a representative.) Defendant shall  
18 provide a method of termination that is online in the form of either of the  
19 following:

- 20 1. A prominently located direct link or button which may be located within  
21 either a customer account or profile, or within either device or user  
22 settings.
- 23 2. By an immediately accessible termination email formatted and provided  
24 by Defendant that a consumer can send to Defendant without additional  
25 information.
- 26 3. The Defendant may require a California Consumer to enter account  
27

1 information or otherwise authenticate online before termination of the  
2 AUTOMATIC RENEWAL or CONTINUOUS SERVICE online if the  
3 CALIFORNIA CONSUMER has an account with the DEFENDANT. A  
4 CALIFORNIA CONSUMER who is unwilling or unable to enter account  
5 information or otherwise authenticate online before termination of the  
6 AUTOMATIC RENEWAL or CONTINUOUS SERVICE online shall not  
7 be precluded from authenticating or terminating the automatic renewal or  
8 continuous service offline using another method pursuant to paragraph (4)  
9 division (b)(viii).

10  
11 Uniform Electronic Transactions Act

- 12 x. Violating the California Uniform Electronic Transactions Act, Civil Code section  
13 1633.1 *et seq.*, including the rules that all contracts formed by electronic signature  
14 must also allow electronic cancellation.

15  
16 CIVIL PENALTIES AND COSTS

- 17 5. Defendant is hereby ordered, pursuant to California Business & Professions Code sections 17203  
18 and 17206, to pay civil penalties, restitution, and investigative costs in the total amount of \$1.2  
19 million dollars, as set forth below:

- 20 a. Defendant shall pay investigative costs in the amount of \$50,000.00, payable as  
21 follows:
- 22 i. One check in the amount of \$10,000.00 shall be made payable to the  
23 “Office of the District Attorney, County of Los Angeles”;
  - 24 ii. One check in the amount of \$10,000.00 shall be made payable to the  
25 “Office of the District Attorney, County of San Diego”;
  - 26 iii. One check in the amount of \$10,000.00 shall be made payable to the  
27 “Office of the District Attorney, County of Santa Clara”;

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iv. One check in the amount of \$10,000.00 shall be made payable to the “Office of the District Attorney, County of Santa Cruz”;

v. One check in the amount of \$10,000.00 shall be made payable to the “Office of the City Attorney, City of Santa Monica”.

b. Pursuant to Business and Professions Code sections 17206 and 17536, Defendant shall pay civil penalties in the amount of one million dollars (\$1,000,000), said amount to be made payable as follows:

i. One check in the amount of \$200,000 shall be made payable to the “Office of the District Attorney, County of Los Angeles”;

ii. One check in the amount of \$200,000 shall be made payable to the “Office of the District Attorney, County of San Diego”;

iii. One check in the amount of \$200,000 shall be made payable to the “Office of the District Attorney, County of Santa Clara”;

iv. One check in the amount of \$200,000 shall be made payable to the “Office of the District Attorney, County of Santa Cruz”;

v. One check in the amount of \$200,000 shall be made payable to the “Office of the City Attorney, City of Santa Monica”.

c. All checks required under this paragraph shall be delivered to Deputy District Attorney Jennifer Deng, Santa Clara County District Attorney, County’s Office, 70 W. Hedding St., West Wing, San Jose CA 95110, no later than five (5) business days following the EFFECTIVE DATE OF JUDGMENT.

6. Defendant shall also supply a check in the sum of \$435 payable to the “Clerk of the Superior Court” for court filing fees or pay online at the Santa Clara County Superior Court Odyssey website.

RESTITUTION

1 Pursuant to California Business and Professions Code sections 17203 and 17535, Defendant shall  
2 pay total restitution in the sum of \$150,000. That restitution shall be distributed to eligible  
3 CALIFORNIA CONSUMERS as provided herein below.

4 Restitution Fund and Claims Administrator Fees

- 5 8. Defendant and Plaintiff have agreed to CPT, KCC or another mutually acceptable provider to act  
6 as the designated third-party "Claims Administrator" who shall administer the restitution to  
7 CALIFORNIA CONSUMERS.
- 8 9. Within ten (10) days after the EFFECTIVE DATE OF JUDGMENT, Defendant shall deposit  
9 \$140,000 into a designated trust account known as "the Restitution Fund."
- 10 10. Within ten (10) days after the EFFECTIVE DATE OF JUDGMENT, Defendant shall deposit  
11 \$10,000 into a trust account established by the Claims Administrator for the exclusive purpose of  
12 paying the Claims Administrator's fees and costs. If the Claims Administrator's fees and costs  
13 after the completion of the restitution process are less than \$10,000, the remaining balance shall  
14 be deposited into the Restitution Fund. If the final fees and costs exceed \$10,000, the Claims  
15 Administrator may pay itself that difference with money from the Restitution Fund.
- 16 11. The Restitution Fund shall be under the control and operation of the Claims Administrator.  
17 Except as otherwise provided in paragraph 10 of this Judgment, the money in the Restitution  
18 Fund shall be used only for paying restitution to CALIFORNIA CONSUMERS on the Final List  
19 of Payees (as defined below) who are entitled to receive cash restitution. If any funds in the  
20 Restitution Fund remain after redress of the Final List of Payees is completed, the remaining  
21 balance shall be deemed *Cy Pres* restitution payable to the Consumer Protection Prosecution  
22 Trust Fund for the purpose of enhancing the investigation, prosecution and enforcement of  
23 consumer protection actions brought pursuant to the unfair competition statutes of the State of  
24 California by the California Attorney General, district attorneys and city attorneys authorized to  
25 bring such actions.

1 12. If the restitution to CALIFORNIA CONSUMERS and the final costs and fees of the Claims  
2 Administrator exceed the amount in the Restitution Fund, then payments to Eligible Recipients  
3 (as defined below), shall be prorated.

4 Identification of Prospective Recipients

5 13. Defendant shall institute a restitution program to reimburse CALIFORNIA CONSUMERS who  
6 subscribed to Defendant’s AUTOMATIC RENEWAL or CONTINUOUS SERVICE contracts  
7 prior to EFFECTIVE DATE OF JUDGMENT and who meet the criteria set forth in paragraph  
8 21 division (e) (“Eligible Recipients”).

9 14. Following the EFFECTIVE DATE OF JUDGMENT, Defendant shall use all reasonable efforts  
10 to create a list of the most current, complete and accurate names, email addresses, and last-  
11 known billing zip codes and/or addresses of all Eligible Recipients. This group shall be referred  
12 to as the “Prospective Recipients.” This list shall be contained in a spreadsheet produced using  
13 Microsoft Excel or similar searchable software.

14 15. Defendant shall appoint at least one management-level employee to oversee the process of  
15 identifying the Prospective Recipients. This employee shall prepare and sign a declaration of  
16 compliance under penalty of perjury and based on personal knowledge, which declaration shall  
17 remain non-public and confidential except that it may be shared with the Claims Administrator,  
18 Plaintiff and this Court. The declaration of compliance shall describe the steps taken to identify  
19 all Prospective Recipients, and the electronic or other records that were searched or queried, the  
20 manner in which they were searched, and the individuals involved in this process. The  
21 declaration shall also attest that the Prospective Recipients list is accurate and complete, to the  
22 best of Defendant’s knowledge and belief.

23 16. No later than forty-five (45) days after the EFFECTIVE DATE OF JUDGMENT, Defendant  
24 shall transmit both the declaration of compliance and the list of Prospective Recipients to both  
25 Plaintiff and the Claims Administrator.

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1 17. If Plaintiff determines that the procedures used by Defendant to identify Prospective Recipients  
2 were sufficient, then it shall give notice within ten (10) days of such sufficiency and the  
3 Prospective Recipients shall be settled. If Plaintiff determines that the procedures used by  
4 Defendant to identify Prospective Recipients were materially deficient or that the list is  
5 otherwise materially insufficient, it shall promptly notify Defendant of the reasons for such  
6 conclusion. The parties shall work together in a timely and good faith manner to resolve those  
7 concerns. As part of that process, Plaintiff may obtain copies of the information on which  
8 Defendant relied in ascertaining the list of Prospective Recipients.

9 a. If Plaintiff is satisfied that any such material insufficiency or deficiency in the list  
10 of Prospective Recipients can be corrected, Defendant shall have forty-five (45)  
11 days from such notice to implement the necessary changes and submit a revised  
12 list of Prospective Recipients.

13 b. If Plaintiff is not satisfied that any such material insufficiency or deficiency has  
14 been or can be corrected, or in the event of any other unresolved dispute regarding  
15 the review of Prospective Recipients, either party may seek further direction from  
16 the Court.

17 Consumer Notice

18 18. Within forty-five (45) days after receiving the declaration of compliance and list of Prospective  
19 Recipients, including such additional time as may be necessary to receive notice of acceptance of  
20 the Prospective Recipients or to resolve any deficiencies in the list, the Claims Administrator  
21 shall send or cause to be sent an email notice to each Prospective Class member in the form and  
22 manner set forth in Exhibit A. The Claims Administrator will take all reasonable steps to ensure  
23 that emails are not diverted to the recipients' "junk" or "spam" email folder.

24 19. If within ten (10) days after sending an email notice the Claims Administrator learns that the  
25 email was returned as undeliverable, the Claims Administrator will promptly cause to be sent a  
26 postcard via United States mail to that Prospective Recipient, in the form and manner set forth in  
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1 Exhibit A, provided that a mailing address for that Prospective Recipient is available. The  
2 postcard shall be sent to the Prospective Class member's last-known billing address and shall  
3 additionally state that:

- 4 a. The postcard constitutes a final notice of the terms of this Judgment; and
- 5 b. Failure to complete and submit a restitution claim form within thirty (30) days  
6 may bar the recipient from recovery of restitution under the terms of this  
7 Judgment.

8 Claim Forms

9 20. In its notices (both email and postcard), the Claims Administrator shall include an internet  
10 address or link to a website maintained by the Claims Administrator devoted exclusively to  
11 informing consumers about this case, including information about this Judgment and the  
12 underlying action, and a restitution claim form (the "Claim Form") which Prospective Recipients  
13 can use to claim restitution. The Claim Form shall be capable of completion and submission  
14 online and also of being downloaded, completed by hand and sent by hard copy to the Claims  
15 Administrator at a designated mailing address. The Claims Administrator shall in its notices to  
16 Prospective Recipients indicate that they have thirty (30) days to submit the Claim Form.

17 21. Claim Form shall require the following from Prospective Recipients:

- 18 a. Name;
- 19 b. Telephone number;
- 20 c. Email address;
- 21 d. Mailing address where restitution check should be sent;
- 22 e. A declaration under penalty of perjury that the Prospective Recipient  
23 (1) is or was a VIP Membership customer of Defendant who signed up prior  
24 to the EFFECTIVE DATE OF JUDGMENT without his or her knowledge or  
25 consent, with a delivery or billing address in California;

- 1 (2) who did not ever “Skip the Month” or purchase an item after their initial  
2 purchase and membership enrollment;  
3 (3) who canceled his or her AUTOMATIC RENEWAL or CONTINUOUS  
4 SERVICE contract; and  
5 (4) who has not already obtained a refund for all money paid for his or her  
6 AUTOMATIC RENEWAL or CONTINUOUS SERVICE contract.

- 7 22. If the Claims Administrator receives a Claim Form or postcard that is missing required  
8 information or otherwise deemed to be invalid, it shall promptly inform the Prospective  
9 Recipient member of the error or deficiency. The latter shall have thirty (30) days to correct the  
10 error or deficiency.
- 11 23. On or about ninety (90) days following issuance of the initial email notice described above, plus  
12 any additional time reasonably required by the Claims Administrator (not to exceed thirty (30)  
13 days), the Claims Administrator shall prepare a preliminary list of all timely restitution claims  
14 that were properly completed and received (the “Preliminary List of Payees” or “Preliminary  
15 List”). The Claims Administrator shall promptly send a copy of the Preliminary List to both  
16 Parties.
- 17 24. Defendant may elect to cross-check the Preliminary List against its updated records to determine  
18 if any individuals on the Preliminary List either (1) were not paying customers during the period  
19 in question, or (2) received a full refund from Defendant. Any individual who received a full  
20 refund of all amounts charged prior to the EFFECTIVE DATE OF JUDGMENT will no longer  
21 be considered an Eligible Recipient. If Defendant so elects, within thirty (30) days of the date it  
22 receives the Preliminary List, Defendant shall provide Plaintiff with a list of individuals who it  
23 believes received a refund during the claim period, along with written proof thereof. Plaintiff  
24 then shall have thirty (30) days to request further information from Defendant and lodge any  
25 objections. If the parties are unable to resolve any such objections, either may apply to the Court  
26 for relief on an *ex parte* basis, with notice to the other party. If Plaintiff does not lodge any  
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1 objections (or once any objections are resolved), the Claims Administrator will remove all newly  
2 disqualified individuals from the Preliminary List, which shall thereafter become the “Final List  
3 of Payees.”

4 25. The restitution payments shall be as follows:

- 5 a. Subject to a potential pro rata deduction pursuant to paragraph 25(b), each  
6 Eligible Recipient in the Final List of Payees shall receive a complete refund of  
7 all amounts paid to Defendant prior to the EFFECTIVE DATE OF JUDGMENT.
- 8 b. The total cash restitution paid shall not exceed the amount in the Restitution Fund.  
9 If the amount of total valid cash claims by Eligible Recipients exceeds that  
10 amount, the per-person amount shall be reduced pro rata so that the total cash  
11 restitution equals the amount in the Restitution Fund.

12 26. Immediately after the Final List of Payees is prepared, the Claims Administrator shall calculate  
13 the total amount of restitution claimed based on the number of claimants and the amount due  
14 each of them and shall communicate that information to the parties.

15 27. No later than thirty (30) days thereafter, the Claims Administrator shall begin the process of  
16 mailing out restitution checks from the Restitution Fund.

17 28. The Claims Administrator shall include with each restitution check a letter explaining that the  
18 restitution check is in connection with this Judgment and advising the recipient that the check  
19 will expire within ninety (90) days of issuance.

20 29. If any restitution checks are returned to the Claims Administrator as undeliverable, the Claims  
21 Administrator will within seven (7) days of receipt conduct address searches using available  
22 credit bureau information and thereafter re-send the restitution checks to the Eligible Recipient  
23 for whom updated address information can be found. (Restitution checks that are returned with  
24 forwarding address information included shall promptly be delivered to the forwarding address  
25 in question.)

1 30. Within one-hundred-twenty (120) days following the last restitution check mailed, the Claims  
2 Administrator shall deliver to the parties a confidential written report of the restitution program,  
3 including the following:

- 4 a. A list of all Eligible Recipients to whom a notice was sent, including the type  
5 (email or postcard) of notice that was sent;
- 6 b. A list of all Eligible Recipients who timely submitted a valid claim form;
- 7 c. A list of all Eligible Recipients whose claim was rejected for error or deficiency  
8 and not thereafter corrected;
- 9 d. The total amount of restitution paid out of the Restitution Fund; and
- 10 e. The balance (if any) remaining in the Restitution Fund.

11 31. Within one-hundred-twenty (120) days of the mailing of the last restitution check, the Claims  
12 Administrator shall determine the total amount of all uncashed or returned checks, the unused  
13 balance of the Restitution Fund, minus the Claims Administrator's final fees and costs, and issue  
14 one check for the remaining balance in *cy pres* restitution payable to the Consumer Protection  
15 Prosecution Trust Fund. That check shall be delivered to Deputy District Attorney Jennifer  
16 Deng, Santa Clara County District Attorney, County's Office, 70 W. Hedding St., West Wing,  
17 San Jose CA 95110.

18 32. Upon the payment stated in Paragraph 31, all restitution obligations of Defendant shall be  
19 complete.

20 COMPLIANCE

21 33. For the purpose of securing compliance with the terms of this Judgment, Defendant shall, within  
22 thirty (30) days after the EFFECTIVE DATE OF JUDGMENT provide each of its current  
23 officers, directors, and executive committee members with a copy of this Judgment.

24 34. Defendant shall keep custody of all documentation of its compliance with the notice  
25 requirements of this Judgment for a period of three (3) years following the EFFECTIVE DATE  
26

1 OF JUDGMENT. Defendant shall provide such items to Plaintiff's counsel upon reasonable  
2 notice.

3 OTHER PROVISIONS

- 4 35. The Parties waive the right to appeal this Judgment as to form or content.  
5 36. The Parties shall bear their own attorneys' fees and costs, except as provided above.  
6 37. If an ambiguity arises regarding any provision of this Judgment that requires interpretation, there  
7 is no presumption that documents should be interpreted against any party. The presumption in  
8 Civil Code section 1654 is not applicable.  
9 38. The Court finds that the Judgment has been entered into in good faith and is a fair, reasonable,  
10 and appropriate final resolution of this matter.  
11 39. Nothing in this Judgment shall be construed as relieving Defendant of its obligations to comply,  
12 or as prohibiting Defendant from complying, with all applicable local, state and federal laws,  
13 regulations or rules; nor shall any provision of this Judgment be deemed permission to engage in  
14 any acts or practices prohibited by such laws, regulations or rules.  
15 40. Pursuant to Business and Professions Code section 17203 and the Court's inherent authority, the  
16 Court shall retain jurisdiction for the purpose of enforcing this Judgment and enabling any party  
17 to this Judgment to apply to the Court for such further orders and directions as necessary and  
18 appropriate to construe, carry out, enforce, interpret, or modify this Judgment, or to redress  
19 violations of this Judgment.  
20 41. This Judgment shall be binding immediately upon the EFFECTIVE JUDGMENT DATE,  
21 without further notice to Defendant.  
22 42. The parties agree that the clerk may enter this Judgment immediately.

Signed: 11/22/2022 04:52 PM



25 DATED: 22 November 2022

Socrates Peter Manoukian  
JUDGE OF THE SUPERIOR COURT

1 Exhibit A

2 Subject: Notice of Settlement re Automatic Renewal and VIP Subscription of Savage X Fenty  
3 People of the State of California v. Lavender Lingerie, LLC dba Savage X Fenty, Case No. [**case**  
4 **no.**]

5 Notice of Settlement

6 A legal settlement has been reached in the above consumer protection lawsuit. This settlement  
7 requires Lavender Lingerie, LLC dba Savage X Fenty to make certain changes to how it advertises  
8 automatically-renewing subscriptions and VIP Memberships on its website, savagex.com. The  
9 settlement also provides money to eligible California customers.

9 Are you included in the settlement?

10 You may be included in the settlement if all of these are true:

- 11 1. You were enrolled in a paid subscription of the VIP Membership at any time prior to  
12 \_\_\_\_\_, 2022;
- 13 2. You did not ever “Skip the Month” or purchase an item after your initial purchase and  
14 membership enrollment;
- 15 3. You were charged for at least one automatically-renewed cycle without your knowledge  
16 or consent; and
- 17 4. You canceled your AUTOMATIC RENEWAL or CONTINUOUS SERVICE contract;
- 18 5. You never received a refund of the above charge(s).

18 How to sign up?

19 If you want to be included in the settlement, you must submit a claim by **DATE**. To do so, go to  
20 [**Claims Administrator’s website**].

21 For more information?

22 This notice is only a summary. For more details, go to [**Claims Administrator’s website**] or call  
23 [**Claims Administrator’s phone number**].

Appendix A

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

JEFFREY S. ROSELL, Santa Cruz County  
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