

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Allegheny County

For Prothonotary Use Only:

Docket No:

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint
 Writ of Summons
 Petition
 Declaration of Taking

Assurance of Voluntary Compliance

Lead Plaintiff's Name:
Commonwealth of PA, Office of Attorney General

Lead Defendant's Name:
Adoreme, Inc.

Are money damages requested? Yes No

Dollar Amount Requested: (check one)
 within arbitration limits
 outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: Amy L. Schulman, Senior Deputy Attorney General

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute: Discrimination
 Employment Dispute: Other

 Other: _____

CIVIL APPEALS

- Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other: UTPCPL, 73 P.S. § 201-5

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,
By MICHELLE A. HENRY,
ATTORNEY GENERAL,**

Petitioner,

v.

ADOREME, INC.

Respondent.

CIVIL DIVISION

G.D. No.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

Filed on Behalf of Petitioner:

**COMMONWEALTH OF
PENNSYLVANIA, MICHELLE A. HENRY
ATTORNEY GENERAL**

Counsel of Record for this Party:

**Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888**

**1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
(412) 565-3523**

**IN THE COURT OF COMMON PLEAS FOR
ALLEGHENY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,
By MICHELLE A. HENRY, ATTORNEY
GENERAL,**

Petitioner,

v.

ADOREME, INC.

Respondent.

CIVIL DIVISION

ASSURANCE OF VOLUNTARY COMPLIANCE

Petitioner, the Commonwealth of Pennsylvania, Office of Attorney General by Attorney General Michelle A. Henry and Respondent, Adore Me, Inc. enter into this Assurance of Voluntary Compliance (“AVC”), pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq.; 201-5 (“Consumer Protection Law”).

In connection with this AVC, Adore Me, Inc. has entered into similar settlements with the Attorneys General of Alabama, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, Tennessee, Texas, Vermont, Washington, and Wisconsin (“Attorneys General”) to resolve alleged violations of state consumer protection laws, without a trial or an adjudication on any issue of fact or law, and without admission of any wrongdoing or violation of law.

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General (“Commonwealth”) with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh Pennsylvania 15222 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent Adore Me, Inc. (“Adore Me”) a Delaware corporation with a principal place of business located at 401 Broadway, New York, New York 10013.

BACKGROUND

WHEREAS, Respondents are engaged in trade and commerce within the Commonwealth by advertising, offering for sale and selling apparel to consumers, including the on-line sale of lingerie and accessories.

WHEREAS, the Commonwealth alleges that Adore Me (1) failed to disclose material facts regarding the enrollment of consumers into Membership Programs that included Recurring Charges; (2) enrolled consumers into Membership Programs without obtaining their Express Informed Consent; (3) charged consumers Recurring Charges that were not authorized; and (4) implemented and maintained cancellation policies and practices that were designed to frustrate consumers’ ability to cancel the Membership Programs into which they were enrolled.

WHEREAS, the Commonwealth further alleges that consumers were harmed as a result of Adore Me’s alleged unfair and deceptive trade practices.

WHEREAS, Adore Me denies it has committed any unfair or deceptive practices or violated any laws, including the Consumer Protection Law.

DEFINITIONS

For purposes of this AVC, the following definitions shall apply:

1. “Adore Me” means Adore Me, Inc. and all of its past, present, and future officers, directors, employees, agents, affiliates, subsidiaries, operating companies, predecessors, assigns, and successors. For the sake of clarity, “Adore Me” shall not include Victoria’s Secret & Co. and all of its past, present, and future parents, subsidiaries (other than Adore Me), affiliates, operating companies, predecessors, successors, and assigns, as well as each of their respective past, present, and future officers, directors, employees, agents, representatives, and contractors.

2. “Clear and Conspicuous” or “Clearly and Conspicuously” means that a statement is difficult to miss (i.e., easily noticeable) and easily understandable, including in all of the following ways:

- a. In any communication that is solely visual or solely audible, the statement must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the statement must be presented in Close Proximity in both the visual and audible portions of the communication even if the representation requiring the statement is made in only one means.
- b. A visual statement, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
- c. An audible statement, including by telephone or streaming video, must be

delivered in a volume, speed, and cadence sufficient for consumers to easily hear and understand it.

- d. In any communication using an interactive electronic medium, such as the Internet or software, the statement must be "Unavoidable," meaning that a statement must be presented in such a manner that consumers will be exposed to the statement in the course of communication without having to take affirmative actions, such as scrolling down a page, clicking on a link to other pages, activating a pop-up window, or entering a search term to view the statement.
 - e. The statement must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the statement appears.
 - f. The statement must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
 - g. The statement must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
 - h. If a statement is necessary as a modification, explanation, or clarification of other information with which it is presented, such that its omission could mislead or deceive consumers, it must be presented in Close Proximity to the information it modifies, explains, or clarifies in a manner so as to be readily noticed or heard and understood.
3. "Close Proximity" means immediately adjacent. In the case of advertisements

disseminated verbally or through audible means, the disclosure shall be made as near in time as practicable to the statement necessitating the disclosure.

4. "Effective Date" shall mean June 27, 2023, notwithstanding the filing date of this AVC.

5. "Express Informed Consent" means an affirmative act or statement giving unambiguous assent to be charged for, or enrolled into, a Membership Program that is made by a consumer after being provided a Clear and Conspicuous disclosure of the material terms of the Membership Program.

6. "Membership Program" shall mean any program in which a consumer enters into an agreement with Adore Me for the provision of benefits, goods, or services for which the consumer will be charged a Recurring Charge.

7. "Membership Terms" as used in this AVC shall mean: (a) the fact that the consumer will be enrolled in a Membership Program; (b) the existence, amount, and frequency of a Recurring Charge or any fee required to join or participate in the Membership Program; (c) the deadline by which a consumer may choose to Skip, if applicable; and (d) the consumer's right to cancel his or her enrollment in the Membership Program.

8. "Recurring Charge" shall mean one or more charges placed on a consumer's account after the consumer's initial purchase that is made without further authorization from the consumer, and which is charged unless the consumer takes an affirmative step to prevent the charge.

9. "Pay As You Go" shall mean the purchase option whereby the consumer pays the listed price, subject to promotions or savings, without any future obligation on the part of the consumer.

10. "Payment Vacation" shall mean a feature of the Membership Program that allows the consumer to remain enrolled in the Membership Program without requiring the consumer to pay the monthly Recurring Charge for a certain period of time (which period is and shall be set by Adore Me).

11. "Save the Sale" means the process, or the result of a process, utilized by Adore Me for the purpose of retaining a consumer who contacts Adore Me to cancel a membership.

12. "Skip" means an Adore Me feature which requires the customer to affirmatively elect to avoid a Recurring Charge according to the Membership Program.

PROSPECTIVE RELIEF

General Business Practices

13. Adore Me shall comply with all applicable federal and state laws in connection with its marketing and sales of products or services to Pennsylvania consumers.

14. Adore Me shall not make express or implied misrepresentations or omissions that have the capacity, tendency, or effect of deceiving or misleading consumers in connection with the offer or sale of products or services to Pennsylvania consumers.

15. When advertising a discount, price, benefit, incentive, or other offer that is available only to consumers who enroll in a Membership Program, Adore Me shall Clearly and Conspicuously disclose that fact and the amount and frequency of the associated Recurring Charge in Close Proximity to the discount, price, benefit, incentive, or other offer. The requirements in this paragraph are in addition to the requirements for Express Informed Consent set forth in paragraph 17 below.

16. Adore Me shall, prior to the place or time that it obtains a consumer's Express

Informed Consent to be enrolled in a Membership Program pursuant to paragraph 17 of this AVC, Clearly and Conspicuously disclose all fees, costs, and material terms and conditions, limitations, and restrictions applicable to the Membership Program, including, but not limited to:

- a. The dollar amount of the first Recurring Charge and when it will be charged, withdrawn, or become due; the dates or frequency of all subsequent Recurring Charges, and the dollar amount or range of costs of all subsequent Recurring Charges;
- b. To the extent Adore Me charges a Recurring Charge on a monthly basis, the fact that Adore Me will charge a Recurring Charge every month unless the consumer takes affirmative action each month to avoid the Recurring Charge (such as by shopping, Skipping, or going on a Payment Vacation), and a description of how a consumer can take such affirmative action, and the date or time period by which a consumer must act to avoid a Recurring Charge; and
- c. The steps and means by which a cancellation request must be submitted and the date or time period by which a cancellation request must be received to avoid a Recurring Charge.

17. Adore Me shall, prior to enrolling any consumer in a Membership Program, obtain the consumer's Express Informed Consent as follows:

- a. For all written offers (including over the Internet or other web-based applications or services), consent may be obtained through a check box, signature, or other substantially similar method that the consumer must

affirmatively select (*i.e.*, it cannot be pre-checked). In Close Proximity to such check box, signature, or other method that the consumer must affirmatively select, Adore Me shall Clearly and Conspicuously disclose the costs associated with enrollment in the Membership Program, that the consumer is agreeing to pay such costs, the length of any trial period, and the affirmative steps that consumers can take (*e.g.*, Skip, go on a Payment Vacation, or cancel his or her membership) to avoid being charged. This disclosure shall contain no additional information, and cannot be used to satisfy, in isolation, the disclosure requirements in paragraph 16 of this AVC.

- b. For all oral offers (if applicable), make a recording of the entire transaction, including the sales representations, evidencing the consumer's agreement to the Membership Program that includes a Recurring Charge. The recording must demonstrate that the consumer has provided billing information, such as the last four (4) digits of the account to be charged, specifically for the purpose of participating in the Membership Program that includes a Recurring Charge and that Adore Me has disclosed to the consumer all costs associated with the Membership Program, that the consumer is agreeing to pay such costs, the length of any trial period, and the affirmative steps that consumers can take (*e.g.*, Skip, go on a Payment Vacation, or cancel his or her membership) to avoid being charged.

18. Adore Me shall retain, for at least two (2) years after any [State] consumer terminates a Membership Program, proof of the Express Informed Consent required by

paragraph 17, including the date that the consent was provided, the email address of the consumer, a recording of the telephone call, if applicable, and, if such consent is provided online, the IP address of the consumer and technical documentation of the consent, and shall, upon written request, make such proof available to the Commonwealth and to any consumer who disputes his or her enrollment in a Membership Program. Adore Me shall also retain, for at least two (2) years after the Effective Date of this AVC, exemplars of its Expressed Inform Consent required by paragraph 17, and shall, upon written request, make such exemplars available to the Commonwealth.

19. Adore Me shall send an invoice to consumers for each shipment containing products delivered to consumers enrolled in a Membership Program. The invoice shall Clearly and Conspicuously disclose the Membership Terms, and include with the statement a link to a secure webpage where consumers can access and manage the account information associated with the consumer's Membership Program (the "Account Management page"), and if Adore Me offers the ability to cancel enrollment in a Membership Program by telephone, the telephone number for consumers to call to cancel their membership. Adore Me shall also Clearly and Conspicuously include a link on its website and mobile application to its return and exchange policy.

20. Adore Me shall Clearly and Conspicuously disclose under what circumstances store credit is issued and all material limitations on how or when the credit can be used or refunded, including, but not limited to, any time period by which consumers must request a refund of a credit.

21. Adore Me shall not represent, in its offer or sale of Membership Programs, that a Recurring Charge is a "credit" or "store credit," unless such a representation coincides with a

Clear and Conspicuous disclosure, if true, that the consumer will be charged the Membership Program's Recurring Charge, which creates the issuance of credit that will be stored in the consumer's account.

22. Adore Me shall promptly and thoroughly investigate consumer complaints and designate a person to act as a direct contact for the Commonwealth for resolution of consumer complaints. Within thirty (30) days of the Effective Date of this AVC, Adore Me shall provide the Commonwealth with the name and address of the direct contact designated to handle consumer complaints filed with the Commonwealth.

23. Within thirty (30) days of the Effective Date of this AVC, Adore Me shall retain a compliance officer or designate an employee with specific responsibility for ensuring that Adore Me complies with the terms of this AVC.

24. Adore Me shall Clearly and Conspicuously disclose any mandatory arbitration clause in its contracts with Pennsylvania consumers or in its Terms & Conditions.

Cancellations and Refunds

25. Adore Me shall provide a simple online mechanism for consumers to cancel their membership, and shall promptly accept and process any request by a consumer to cancel his or her membership and stop billing and collecting payments for any Recurring Charge. The online mechanism must not be difficult, costly, confusing, or time consuming. For purposes of this provision, a one-click way to cancel Recurring Charges associated with enrollment in a Membership Program is a sufficiently simple mechanism. Nothing in this paragraph shall diminish Adore Me's ability to attempt to Save the Sale.

26. Adore Me shall include on its website a link to the Account Management page. Adore Me shall Clearly and Conspicuously display, on the Account Management page, a

hyperlink or button labeled “Cancel My Account,” or words of similar import, that directs the consumer to the simple online mechanism to cancel. If Adore Me provides consumers the ability to cancel their membership via telephone, the telephone number for consumers to call to cancel shall also be listed on the Account Management page.

27. Adore Me shall include in all transactional emails concerning the customer’s membership in the Membership Program (*e.g.*, emails confirming the joining of a Membership Program and emails confirming the processing of a Recurring Charge) sent to consumers enrolled in a Membership Program with a Recurring Charge a Clear and Conspicuous statement that consumers may cancel their membership at any time without penalty and include a link to the Account Management page.

28. If Adore Me’s Customer Relationship team, or any other Adore Me employee or agent whose job duties include customer service, receives a cancellation request via email, telephone, or other means, then Adore Me shall promptly, but no later than five (5) business days: (a) cancel the consumer’s membership or (b) provide the consumer a link or web address to the simple online mechanism to cancel. Adore Me shall train any employees that receive, or may receive, consumer cancellation requests via email, telephone, or other means, to provide consumers with a link to Adore Me’s simple online mechanism as part of a response to a request to cancel.

29. Adore Me shall promptly honor consumer cancellation requests, including requests from consumers who are on a Payment Vacation from a Membership Program, and Adore Me shall cease further billing.

30. Adore Me shall not require consumers to complete an online quiz or survey in order to cancel their Membership Program and shall not make more than one attempt to Save the Sale once a consumer has indicated an intent to cancel. Nothing in this section shall preclude Adore Me from asking consumers the reason(s) for cancellation during the cancellation process,

provided that such a process is quick, simple, and not burdensome to consumers. For purposes of this AVC, a web page with radio buttons that asks consumers their reason(s) for cancelling, during the cancellation user flow, does not violate this paragraph.

31. Adore Me shall, in any attempt to Save the Sale, Clearly and Conspicuously disclose the Membership Terms.

32. Adore Me shall, in any attempt to Save the Sale that involves offering a consumer a Payment Vacation, Clearly and Conspicuously disclose the length of time during which Recurring Charges would be suspended, and the date on which the Recurring Charges would re-commence.

33. Adore Me shall provide all consumers the opportunity to request and obtain a refund of any Recurring Charge balance accrued within the preceding thirty (30) days via an electronic one-click refund option.

34. Adore Me shall provide all consumers the opportunity to request and obtain a refund of any Recurring Charge balance accrued within the prior year, but outside the preceding thirty (30) days, to the extent not already refunded, via a simple mechanism accessible over the Internet or through such other web-based application or service. This simple mechanism shall be labeled "Request a Refund," or words of similar import, and shall generate an electronic claims form allowing the consumer to request a refund of any such amounts based on the month accrued. Any refund requested under this paragraph shall be processed by Adore Me and paid to the consumer within five (5) business days. For purposes of this paragraph, when a consumer redeems a recurring charge for merchandise, Adore Me shall credit the consumer as having redeemed the oldest recurring charge in the consumer's account, by the date accrued.

Prohibited Practices

35. Adore Me shall cease making Recurring Charges to any consumer enrolled in a Membership Program who has accumulated twelve (12) months of store credit via Recurring Charges.

36. Adore Me shall not enroll consumers in a Membership Program without Clearly and Conspicuously disclosing that consumers have the option to choose the Pay As You Go (or any other) program that does not include a Recurring Charge.

37. Adore Me shall not misrepresent, either orally or in writing, expressly or by implication, any material fact in connection with the marketing or sale of any Adore Me Membership Program, including, but not limited to:

- a. misrepresenting that a good, product, program, or service is “free” or requires “no commitment,” or words of similar import, denoting or implying the absence of an obligation on the part of the recipient of the offer to affirmatively act in order to avoid a charge including where a charge will be assessed pursuant to the offer unless the consumer takes affirmative action to prevent or stop such a charge;
- b. misrepresenting the purpose for which a consumer’s credit or debit card billing information will be used; and
- c. misrepresenting the material terms and conditions of any policies and practices regarding cancellations and refunds.

38. Adore Me shall not cause consumers to lose unused Recurring Charges when consumers cancel their enrollment in the Membership Program.

Compliance and Monitoring

39. Twelve (12) months after the Effective Date of this AVC, Adore Me shall file with the Commonwealth a report, under penalty of perjury, setting forth in detail the manner and form in which it has complied with this AVC and include representative exemplars of its advertising. Adore Me shall, upon request by the Commonwealth, provide the Commonwealth with copies of records and documents sufficient to demonstrate Adore Me's compliance with the requirements of this AVC.

**RELIEF TO
CONSUMERS**

Refunds for Consumers with Outstanding Recurring Charge Balances

40. Prior to the Effective Date of this AVC, the parties shall jointly agree to the notice that shall be sent to all consumers who, as of the Effective Date of this AVC, have a Recurring Charge balance. This notice will notify those consumers that they have an opportunity to obtain a refund of outstanding Recurring Charges. No later than fifteen (15) days after the Effective Date of this AVC, Adore Me shall send this notice to all [State] consumers who, as of the Effective Date of this AVC, have a Recurring Charge balance, notifying those consumers that they have an opportunity to obtain a refund of outstanding Recurring Charges. The notice shall be sent to these Pennsylvania consumers by electronic mail. Adore Me shall promptly provide a full refund to consumers who request refunds pursuant to the notice required by this paragraph. For consumers who respond to the Adore Me email address for redress inquiries or Adore Me phone number for redress inquiries included in the notice required by this paragraph, Adore Me shall not require the consumers to provide any information other than that required to confirm their membership and to process their refund, and shall not promote any goods or services.

Other Consumers Entitled to Receive a Full Refund

41. Within six (6) months of the Effective Date of this AVC, Adore Me shall provide a full refund of the total amount of all store credits accumulated during enrollment in the Membership Program that have not already been refunded or that cannot be refunded pursuant to Adore Me's regular 12 month refund policy to each consumer who filed a complaint with the Commonwealth about Adore Me prior to the Effective Date of this AVC in which the consumer indicates, in the sole discretion of the Commonwealth, that the consumer was not aware or did not knowingly consent to be enrolled in a Membership Program. These consumers are hereinafter referred to as "Commonwealth Refund Consumers."

42. No later than one hundred twenty (120) days after Adore Me has complied with the procedures set forth above Adore Me shall do the following:

- a. deliver to the Commonwealth a list of all consumers who did not deposit or otherwise cash a refund check; and
- b. implement a recordkeeping process for funds from payments to consumers subject to paragraphs 40-41 who did not deposit or otherwise cash a refund check, and remit such funds in accordance with Pennsylvania unclaimed property laws, and, within sixty (60) days of any final disposition of such funds, if any, provide to the Commonwealth a final report on the disposition of those funds.

43. No later than four hundred fifty-five (455) days after the Effective Date of this AVC, upon written request from Commonwealth prior to one hundred eighty (180) days after the Effective Date, Adore Me shall do the following:

- a. deliver to the Commonwealth lists of all consumers to whom notices were

sent pursuant to paragraph 40;

- b. deliver to the Commonwealth a list with the name and contact information of each consumer that requested a refund by responding the notice required by paragraph 40 and indicating the amount of the refund requested, and the amount of refund granted; and
- c. deliver to the Commonwealth information confirming all payments made pursuant to paragraphs 40-41.

44. Any Consumer Personally Identifiable Information (“PII”) provided to the Commonwealth by Adore Me in connection with this settlement will be kept confidential to the full extent provided by all applicable state and federal laws and regulations, including but not limited to all state and federal public records acts. The Commonwealth shall only use any PII provided by Adore Me solely for its own investigative purposes in connection with this settlement. Disclosure of such confidential or proprietary information could cause substantial injury to Adore Me and the Commonwealth affirmatively acknowledges the importance of maintaining confidentiality of any PII provided by Adore Me in connection with this settlement. Should disclosure be required in order to comply with federal or state law, the Commonwealth will provide sufficient advance notice to Adore Me prior to disclosing the PII to provide Adore Me an opportunity to object or seek an appropriate order preventing disclosure.

**PAYMENT TO THE
COMMONWEALTH**

45. In consideration of the making and execution of this AVC, Adore Me agrees that it will pay by wire transfer, certified check, or bank check a total amount of \$2,350,000.00 paid no later than 90 days after the Effective Date. This payment will be divided and paid by Adore

Me to each State of the Multistate Working Group in amounts to be designated by and in the sole discretion of the Multistate Executive Committee. Said payments shall be used by the States as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for any lawful purpose, at the sole discretion of each State. The Parties acknowledge that the payments described herein are not a fine, penalty, or payment in lieu thereof.

46. Of the total amount, the Commonwealth will receive a total amount of \$ 208,451.69. Payment shall be made according to the payment instructions provided by the Commonwealth.

47. If payment is made by check, it shall be payable to Commonwealth of Pennsylvania, Office of Attorney General and delivered to:

Amy L. Schulman, Senior Deputy Attorney General
Commonwealth of Pennsylvania
Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222

RELEASE

48. By execution of this AVC, and following a full and complete payment to the Commonwealth of the amount required under Paragraph 46, the Commonwealth terminates its investigation of the Membership Program and releases and discharges, to the fullest extent permitted by law, Adore Me and its past, present, and future officers, directors, employees, agents, affiliates, subsidiaries, operating companies, predecessors, assigns, and successors from

any and all civil causes of action, claims, damages, costs, attorney's fees, or penalties the Commonwealth has asserted or could have asserted under the Consumer Protection Law, including all civil consumer protection or unfair trade practice claims – whether statutory, equitable, parens patriae or common law – that may have existed prior to or on the Effective Date, (collectively, the “Released Claims”).

49. Notwithstanding this AVC, the following do not comprise Released Claims:

- A. Private rights of action, including any claims consumers have or may have on an individual or class basis under state consumer protection laws against any person or entity, including Adore Me;
- B. Claims of environmental or tax liability;
- C. Criminal liability;
- D. Claims alleging violations of state or federal securities laws;
- E. Claims alleging violations of state or federal antitrust laws;
- F. Any claims against Adore Me by any other agency or subdivision of the State of Pennsylvania; and
- G. Any obligations created under this AVC.

MISCELLANEOUS

50. The Commonwealth has agreed to the terms of this AVC based on, among other things, the representations made to the Commonwealth by Adore Me and its counsel and the Commonwealth's own factual investigation. To the extent that any material representations made to the Commonwealth by Adore Me or its counsel during this investigation and the negotiation of this agreement are later found to be inaccurate or misleading, this AVC is voidable by the Commonwealth in its sole discretion.

51. If the AVC is voided or breached, Adore Me agrees that any statute of limitations or other time-related defenses applicable to the subject of the AVC and any claims arising from or relating thereto are tolled from and after the date of this AVC. In the event the AVC is voided or breached, Adore Me expressly agrees and acknowledges that this AVC shall in no way bar or otherwise preclude the Commonwealth from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the AVC, against Adore Me, or from using in any way any statements, documents or other materials produced or provided by Adore Me prior to or after the date of this AVC.

52. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AVC has been made to or relied upon by Adore Me in agreeing to this AVC.

53. Adore Me represents and warrants, through the signatures below, that the terms and conditions of this AVC are duly approved, and execution of this AVC is duly authorized. Adore Me shall not take any action or make any statement denying, directly or indirectly, the propriety of this AVC, or expressing the view that this AVC is without factual basis. Nothing in this paragraph affects Adore Me's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commonwealth is not a party. This AVC should not be construed as an admission of liability by Adore Me.

54. This AVC may not be amended except by an instrument in writing signed on behalf of all the parties to this AVC.

55. This AVC shall be binding on and inure to the benefit of the parties to this AVC and their respective successors and assigns, provided that no party may assign, delegate, or otherwise transfer any of its rights or obligations under this AVC without the prior written consent of the other party.

56. This AVC shall apply to Adore Me, whether acting through its respective directors, officers, employees, representatives, agents, assigns, successors, affiliates, subsidiaries, or other businesspersons or business entities whose acts, practices, policies are directed, formulated, or controlled by Adore Me.

57. Adore Me shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this AVC or for the purpose of circumventing any part of this AVC.

58. Adore Me shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Adore Me is prohibited by this AVC.

59. In the event that any one or more of the provisions contained in this AVC shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

60. The allegations set forth in this AVC shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commonwealth to enforce its rights to any payment or money judgment owed pursuant to this AVC, including, but not limited to a non-dischargeability complaint in bankruptcy court.

61. Nothing in this AVC shall (a) be used, cited, or be admissible in any civil litigation or arbitration not pursued by the Commonwealth, or (b) create or eliminate any private rights, causes of action, third party rights or remedies of any individual or entity other than the Commonwealth against Adore Me or any of its affiliates, to the extent such authority exists

under applicable law.

62. To the extent not already provided under this AVC, Adore Me shall, upon request by the Commonwealth, provide all documentation and information necessary for the Commonwealth to verify compliance with this AVC.

63. All notices, reports, requests, and other communications to any party pursuant to this AVC shall be in writing and shall be directed as follows:

If to the Commonwealth:

Amy L. Schulman, Senior Deputy Attorney General
Commonwealth of Pennsylvania
Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222

If to Adore Me:

Adore Me, Inc.
401 Broadway
12th Floor
New York, NY 10013
Attn: Charlotte Morgan
General Counsel

64. Acceptance of this AVC by the Commonwealth shall not be deemed approval by the Commonwealth of any of the practices or procedures referenced herein, and Adore Me shall make no representation to the contrary.

65. Should Adore Me breach any of the terms of this AVC, the Commonwealth is authorized, under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), to petition this Court to assess civil penalties and seek any other equitable relief deemed needed or proper.

66. If a court of competent jurisdiction determines that Adore Me has breached this

AVC, Adore Me shall pay to the Commonwealth the cost, if any, of such determination and of enforcing this AVC, including without limitation legal fees, expenses, and court costs, in addition to any penalties owed to the Commonwealth, pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a).

67. This AVC shall be governed by the laws of the State of Pennsylvania without regard to any conflict of laws principles.

68. This AVC may be executed in multiple counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

69. Any failure by any Party to this AVC to insist upon the strict performance by any other Party of any of the provisions of this AVC shall not be deemed a waiver of any of the provisions of this AVC.

70. Nothing in this AVC shall be construed as relieving Adore Me of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this AVC be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

71. Within thirty (30) days of the Effective Date, Adore Me shall share any relevant section of this AVC with each of its current principals, officers, and directors having decision-making authority with respect to the subject matter of this AVC. For five (5) years following the execution of this AVC, Adore Me shall share any relevant section of this AVC with any such future personnel within thirty (30) days of their employment by Adore Me.

72. Adore Me agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this AVC, whether required prior to, contemporaneous with, or subsequent to the Effective Date.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

For the Petitioner:

**COMMONWEALTH OF
PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**MICHELLE A. HENRY
ATTORNEY GENERAL**

Date: 6/13/2023

By: 

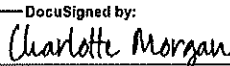
Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088

Commonwealth of Pennsylvania
Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

For the Respondent:

ADOREME, INC.

Date: 6/8/2023

By: DocuSigned by:


~~Charlotte Morgan~~
General Counsel

TROUTMAN PEPPER LLP

Date: 6/12/2023

By: DocuSigned by:


~~Barry H. Boise~~
PA Counsel for Respondent
PA Bar No. 63125
TROUTMAN PEPPER HAMILTON SANDERS LLP
3000 Two Logan Square, Eighteenth and Arch Streets
Philadelphia, PA 19103
Telephone No. 215.981.4591
Email: barry.boise@troutman.com