

[Home](#)

>

[News & Media](#)

>

[Taking Action Items](#)

>

[PRESS RELEASE](#)

>

AG Sunday Secures Settlement Valued at \$4.8 Million with Online Clothing Retailer for Deceptive Advertising and Billing Pr

OCTOBER 23, 2025 | TOPIC:
CONSUMERS

Additional Impacted Consumers May be Eligible for Restitution if they File a Complaint with the Office of Attorney General

HARRISBURG — Attorney General Dave Sunday announced a \$4.8 million multistate [settlement](#) with TFG Holding, Inc., an offers shoes, clothing, and accessories through several different brands, including JustFab, ShoeDazzle, and FabKids.

The settlement resolves allegations that the company deceptively marketed its VIP Membership Program to consumers, cl recurring monthly fees, and then made the cancellation process difficult. Under the terms of the settlement, the company automatic refunds, valued at approximately \$3.8 million to eligible consumers and pay \$1 million in costs to the participatin

The settlement will deliver more than \$300,000 in automatic refunds to eligible Pennsylvania consumers. **Additional consi from October 23, 2025 to file a complaint to be considered for restitution.** Pennsylvania will get \$141,250 of the \$1 million

“Companies cannot enroll consumers into costly subscription programs without their plain and clear consent,” Attorney Ge “This settlement will enable hundreds of Pennsylvanians who were misled into these seemingly never-ending subscription of those financial obligations and recover their payments.”

Consumers who feel they may have been impacted by the business dealings of TFG Holding are encouraged to contact the Consumer Protection [online](#), over the phone at 717-787-3391, or by emailing [sc](#) [@](#) [al.gov](#).

TFG Holding offers consumers discounted pricing if they enroll in the company's VIP Membership Program. Once enrolled consumers are charged a monthly fee, unless consumers cancel before the 6th of the month, consumers make a purchase from the company, or log in to their membership account to “skip” the charge. The monthly charges accrue in the consumers’ accounts in the form of store credits, which can be used on future purchases.

The settlement alleges that TFG Holding violated state consumer protection laws in multiple ways, including but not limited to:

Misrepresenting the price consumers could expect to pay for products advertised on the company's websites;
Automatically enrolling consumers, without their consent, into a Membership Program that included a recurring charge without consumers’ express knowledge, consent, or authorization;
Implementing and maintaining cancellation policies and practices that complicated consumers’ ability to cancel the VIP Membership Programs into which they were enrolled; and
Failing to adequately disclose important information to consumers, including that by purchasing products they will be automatically enrolled in the VIP Membership Program.
Under the terms of the settlement, TFG Holding, Inc. is required to:
Comply with all applicable local, state, and federal laws, regulations, or rules;

Clearly and conspicuously disclose the material terms of its VIP Membership Program, including but not limited to, the fact that consumers will be automatically enrolled in the VIP Membership Program when purchasing, the amount and frequency of all applicable recurring charges, and the consumers’ right to cancel any recurring charges;

Refrain from representing its offers or sales of its products as time sensitive, when they are not, including but not limited to the use of countdown timers to represent or imply that such offers or sales will soon expire, unless the offers are in fact time limited;

Obtain the consumer’s express informed consent prior to enrolling any consumer in the VIP Membership Program;

Provide a simple online mechanism for consumers to cancel their VIP Membership Program and promptly accept and process any request to cancel a VIP Membership Program and stop the billing and collecting of payments for any recurring charge;

Provide all consumers the opportunity to request and obtain a refund of any recurring charge balance accrued within the preceding year; and

Cease the billing of recurring charges to any consumer who enrolled in the VIP Membership Program prior to May 31, 2016, unless the consumer previously skipped a payment, redeemed a credit, received a refund, or made an additional purchase.

As part of the settlement, the company is required to:

Provide automatic restitution to all consumers who enrolled in a VIP Membership Program prior to May 31, 2016, and only made an initial purchase but no subsequent purchases and never skipped a payment;

Pay restitution to consumers who have an existing eligible complaint against the company that has not been resolved, and to consumers who file a new eligible written complaint with the company or the Attorney General’s office within 90 days of the Effective Date of the settlement that was not previously resolved; and

Pay \$1 million to the jurisdictions involved in the investigation to cover the costs of investigation or to be used for future consumer protection purposes.

The settlement was negotiated by Attorney General Sunday, along with the Attorneys General from Maryland, Texas, and D.C. Joining them in the settlement are the Attorneys General from Alabama, Arkansas, Connecticut, the District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Jersey, New Mexico, New Hampshire, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, Tennessee, Texas, Vermont, Washington, and Wisconsin.

This settlement was filed in the Court of Common Pleas of Allegheny County by Senior Deputy Attorney General Amy L. Shulman.

A settlement agreement shall not be considered as an admission of violation of the law.

