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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Federal Trade Commission,

State of Nevada, Bureau of Consumer
Protection, and

Utah Division of Consumer Protection,

Plaintiffs,

Case Number 26-cv-3232

**Complaint for Permanent Injunction,
Monetary Judgments, Civil Penalty
Judgments, and Other Relief**

v.

Lens.com, Inc., a corporation,

Speed Commerce, LLC, a limited liability
company, and

Cary Samourkachian, individually, as an
owner and officer of Lens.com, Inc., and as
an owner and officer of Speed Commerce,
LLC,

Defendants.

Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”), the State of Nevada,
and the Utah Division of Consumer Protection (the “Division”), for their Complaint allege:

1. The FTC brings this action for Defendants’ violations of Section 5(a) of the
Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a), Section 4 of the Restore Online
Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8403, and Section 521 of the Gramm-Leach-
Bliley Act (“GLB Act”), 15 U.S.C. § 6821. For these violations, the FTC seeks relief, including a
permanent injunction, monetary relief, and other relief, pursuant to Sections 13(b) and 19 of the
FTC Act, 15 U.S.C. §§ 53(b) and 57b; Section 5 of ROSCA, 15 U.S.C. § 8404; and Section 522
of the GLB Act, 15 U.S.C. § 6822.

2. The State of Nevada brings this action pursuant to the Nevada Deceptive Trade
Practices Act to secure preliminary and permanent injunctive relief, restitution, civil penalties,
and other appropriate relief. See Nev. Rev. Stat. §§ 598.0903, *et seq.*

3. The Division brings this action for Defendants’ violations of the Utah Consumer
Sales Practices Act (“Utah CSPA”), Utah Code § 13-11-1, *et seq.*, and the Automatic Renewal

1 Contracts Act (“Utah ARCA”), Utah Code § 13-70-1, *et seq.* For these violations, the Division
2 seeks relief including a permanent injunction, monetary relief, civil penalties, and other relief
3 pursuant to the Utah CSPA, *id.* § 13-11-17(1), and the Utah ARCA, *id.* § 13-70-301(3).

4 SUMMARY OF THE CASE

5 4. Nearly 50 million Americans wear contact lenses in order to work, drive, read, or
6 perform other daily tasks. At an average annual expense of \$750 for daily contact lenses, these
7 medical devices are a critical, substantial, and recurring healthcare cost for consumers.

8 5. Many consumers lack vision insurance and therefore pay the entire cost of contact
9 lens purchases out of their own pocket, making price transparency and the information needed to
10 comparison shop essential to managing these recurring expenses. Even when consumers do have
11 vision insurance, they often have to carefully weigh the cost differences among brands and lens
12 types to stretch their benefits to cover as much of their needed supply as possible.

13 6. Defendants Lens.com, Inc. (“Lens.com”), Speed Commerce, LLC (“Speed
14 Commerce”), and Cary Samourkachian (collectively, “Defendants”) have made hundreds of
15 millions of dollars through a deceptive pricing scheme targeting consumers shopping for contact
16 lenses. Defendants prominently advertise eye-catching, artificially low prices in sponsored
17 Google search ads and on their website, www.lens.com. In reality, those advertised prices bear
18 little resemblance to what consumers ultimately pay for contact lenses. Indeed, despite promising
19 consumers that there are “NO HIDDEN FEES,” Defendants impose a substantial, mandatory
20 “Taxes & fees” charge that is hidden and routinely doubles the initially advertised price.

21 7. Defendants hide the “Taxes & fees” line item “below the fold” on an interim
22 purchase screen. On the viewable portion of the screen, Defendants encourage consumers to
23 click “Continue” to proceed with the checkout process. Consumers who follow Defendants’
24
25

1 instruction never see the “Taxes & fees” line item at all; only those consumers who ignore
2 Defendants’ prompt and happen to scroll far enough down on this single interim purchase screen
3 will see it.

4 8. Reflecting widespread consumer confusion and frustration, thousands of
5 Defendants’ customers have complained that the actual prices Defendants charged them were
6 substantially higher than the prices Defendants advertised and the prices they expected to pay.
7 For example, one consumer complained, “I ordered two boxes of lenses at **\$67.24**/each but was
8 charged **\$199.91**. how is this possible”? Another asked: “I do not know how my contacts went
9 from **\$146** to **\$245??**”

10 9. Defendants further deceive consumers by misleadingly labeling this mandatory
11 charge “Taxes & fees.” A reasonable consumer would understand the reference to “Taxes” to
12 mean state sales taxes that the merchant is legally required to collect from consumers in
13 connection with the transaction. In reality, the “Taxes and fees” charge does not include state
14 sales taxes. In fact, many states exempt contact lenses from state sales taxes, yet Defendants
15 charge consumers for “Taxes” anyway, often adding hundreds of dollars to the total cost of the
16 transaction. This deceptive labeling obscures the true nature of the fee, leaving consumers unable
17 to evaluate the true cost of purchasing contact lenses from Defendants, and impeding their ability
18 to comparison shop.

19 10. Defendants also deploy their deceptive pricing scheme in connection with their
20 “AutoRefill” subscription plan, a negative option program that automatically charges consumers
21 for recurring shipments of contact lenses. Defendants tout deceptively low prices to induce
22 consumers to enroll in AutoRefill but fail to clearly and conspicuously disclose the same hidden
23 and misleading “Taxes & fees” charge before obtaining consumers’ billing information.
24
25

1 Consumers then experience recurring, inflated charges. Defendants also fail to clearly and
2 conspicuously disclose how to cancel the AutoRefill subscription and the deadline by which
3 consumers must cancel to avoid incurring charges for a future shipment—burying that
4 information outside of the AutoRefill purchase flow.

5 11. One key effect of Defendants’ false and misleading pricing practices is that
6 consumers shopping for contact lenses believe Defendants’ prices are far lower than they actually
7 are—both for one-time purchases and AutoRefill subscriptions. By obscuring the total price,
8 Defendants’ unlawful practices prevent consumers from determining what they will really pay
9 and from comparing Defendants’ prices against the prices offered by Defendants’ competitors.
10 Defendants’ conduct distorts competition by depriving consumers of the information necessary to
11 make informed purchasing decisions and impeding comparison shopping, resulting in consumers
12 paying higher prices.

13 JURISDICTION AND VENUE

14 12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
15 and 1345, and has subject matter jurisdiction over the supplemental state law claims asserted by
16 the Plaintiff State of Nevada and the Division pursuant to 28 U.S.C. § 1367(a).

17 13. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1), (b)(2), (c)(1),
18 (c)(2), and 1395(a), and 15 U.S.C. § 53(b).

19 PLAINTIFFS

20 14. The FTC is an agency of the United States Government created by the FTC Act,
21 which authorizes the FTC to commence this district court civil action by its own attorneys.
22 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which
23 prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces
24
25

1 ROSCA, 15 U.S.C. §§ 8401–05, which, *inter alia*, prohibits the sale of goods or services on the
2 Internet through negative option marketing without meeting certain requirements to protect
3 consumers. A negative option is an offer in which the seller treats a consumer’s silence—their
4 failure to reject an offer or cancel an agreement—as consent to be charged for goods or services.
5 16 C.F.R. § 310.2(w). The FTC further enforces Section 521(a) of the GLB Act, 15 U.S.C.
6 § 6821(a)(2), which prohibits “making a false, fictitious, or fraudulent statement or
7 representation to a customer of a financial institution” “to obtain or attempt to obtain, or cause to
8 be disclosed or attempt to cause to be disclosed to any person, customer information of a
9 financial institution.”

10 15. Plaintiff State of Nevada is a sovereign state of the United States. Attorney
11 General Aaron D. Ford is the chief law enforcement officer of the State of Nevada, and his
12 appointed Consumer Advocate, Ernest D. Figueroa, is vested with the authority to enforce Nev.
13 Rev. Stat. §§ 598.0903, *et seq.*, the Nevada Deceptive Trade Practices Act (or “Nevada DTPA”).
14 The Attorney General, by and through the Consumer Advocate and his undersigned counsel,
15 brings this action pursuant to Nev. Rev. Stat. §§ 228.380 and 598.0963(3).

16 16. The Division is a state agency within the Utah Department of Commerce. Utah
17 Code § 13-2-102. The Division enforces Utah’s consumer protection laws, including the Utah
18 CSPA, which prohibits deceptive acts and practices in connection with consumer transactions.
19 *Id.* §§ 13-2-102(2), 13-11-4, 13-11-5, 13-11-17. The Division also enforces the Utah ARCA,
20 which requires businesses to send consumers a clear, conspicuous notice 30 to 60 days before an
21 automatic renewal, stating the renewal date, the total renewal cost, and how to cancel. *Id.* §§ 13-
22 70-101, 13-70-201, 13-70-301.

DEFENDANTS

17. Defendant Lens.com, Inc. is a Nevada corporation with its principal place of business at 3133 W. Tompkins Avenue, Las Vegas, NV 89103. At all times relevant to this Complaint, acting alone or in concert with others, Lens.com has advertised, marketed, distributed, offered for sale, or sold contact lenses to consumers throughout the United States.

18. Defendant Speed Commerce, LLC is a Nevada limited liability company with its principal place of business at 3485 W. Harmon Avenue, Suite 100, Las Vegas, NV 89103. Speed Commerce provides business services to approximately 150 clients, including Lens.com. Its services include finance, information technology, sales, human resources, warehousing, distribution, and order fulfillment. Speed Commerce also manages customer service operations provided by a third-party, Philippines-based call center. At all times relevant to this Complaint, acting alone or in concert with others, Speed Commerce has advertised, marketed, distributed, offered for sale, or sold contact lenses to consumers throughout the United States.

19. Defendant Cary Samourkachian is the sole owner, officer, and employee of Lens.com. He is also the manager and sole owner of Speed Commerce. Defendant Samourkachian has controlled, formulated, and approved Defendants' policies, practices, and procedures relating to pricing, fees, the online purchase flow, AutoRefill subscriptions and cancellations, consumer complaints, and instructions to customer service representatives, at times using his Speed Commerce email account to conduct Lens.com business. He has signed advertising contracts, participated in weekly meetings regarding sales, pricing, and customer service practices, was aware of consumer complaints, and received related emails, agendas, documents, and data regarding Defendants' daily business operations. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the

1 authority to control, or participated in the acts and practices of Lens.com and Speed Commerce,
2 including the acts and practices described in this Complaint. Samourkachian resides in this
3 District and, in connection with the matters alleged herein, transacts or has transacted business in
4 this District and throughout the United States.

5 **COMMON ENTERPRISE**

6 20. Defendants Lens.com and Speed Commerce (collectively, “Corporate
7 Defendants”) have operated as a common enterprise while engaging in the deceptive and unfair
8 acts and practices alleged below. Corporate Defendants have conducted the business practices
9 described below through interrelated companies, which are owned and managed by Defendant
10 Samourkachian, and through common business functions and employees. Because these
11 Corporate Defendants have operated as a common enterprise, each of them is liable for the acts
12 and practices alleged below.

13 **COMMERCE**

14 21. At all times relevant to this Complaint, Defendants have maintained a substantial
15 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
16 15 U.S.C. § 44.

17 **DEFENDANTS’ BUSINESS ACTIVITIES**

18 22. Defendants sell contact lenses to consumers throughout the United States through
19 their website, www.lens.com. Defendants sell about 20 different brands and more than 150
20 different types of contact lenses.

21 23. Since at least April 2024, Defendants have also sold contact lenses through
22 AutoRefill subscription plans on www.lens.com.

24. In selling contact lenses, both as standalone transactions and as AutoRefill subscriptions, Defendants obtain, or attempt to obtain, customers' information of a financial institution, including credit card or debit card information.

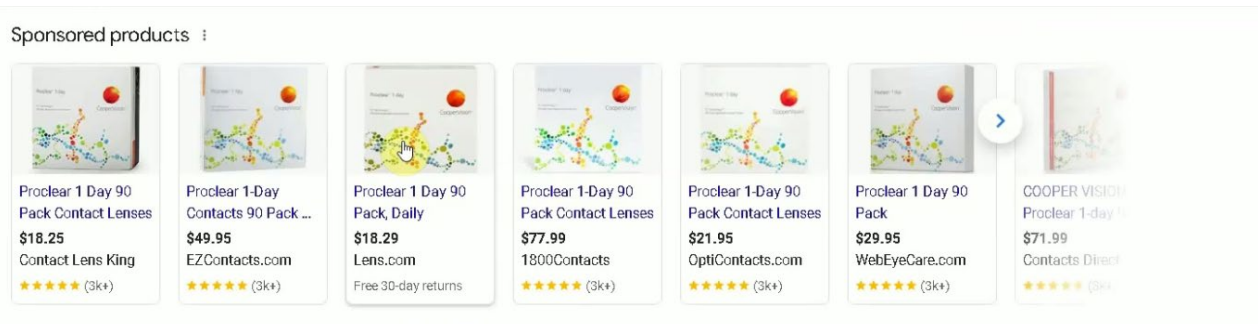
A. Defendants Market Their Contact Lenses Deceptively.

i. Defendants represent to consumers that they can purchase contact lenses at the advertised price and without hidden fees.

25. To induce consumers to buy contact lenses from Lens.com, Defendants have disseminated, or caused to be disseminated, advertisements on their www.lens.com website and through paid Google search ads representing that Lens.com sells certain contact lenses for specified prices.

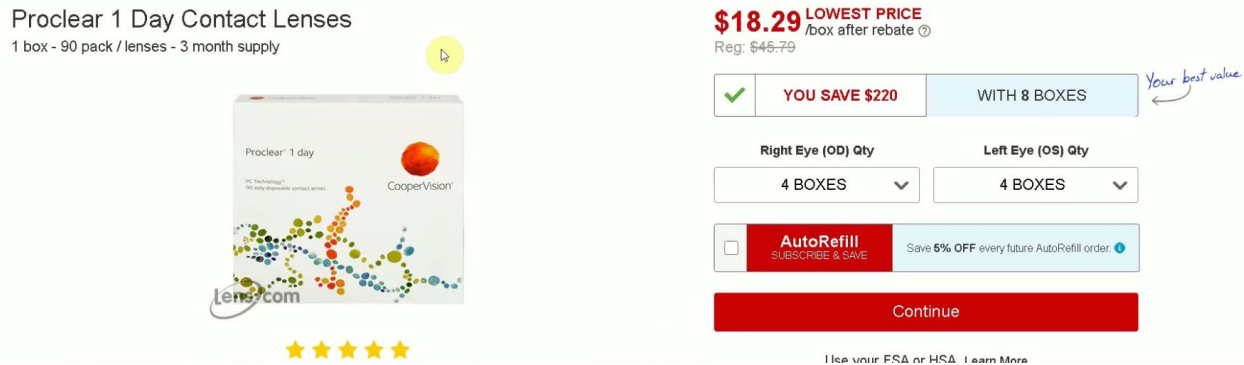
26. Defendants' ads that take the form of Google "Sponsored products" search results promote specified prices for contact lenses. For example, a search result for "proclear 1 day contact lenses" has displayed Lens.com's advertised price of **\$18.29**:

**Figure 1 – Google "Sponsored products" search results
[dated Feb. 24, 2026; representing: "Proclear 1 Day 90 Pack, Daily, \$18.29, Lens.com"]**



27. Defendants' website, www.lens.com, also displays specified prices for contact lenses. For example, Defendants' www.lens.com product page for "Proclear 1 Day Contact Lenses" has prominently displayed the advertised price of **\$18.29** in bold red text (*i.e.*, the same price displayed in the Google Sponsored products search results in Figure 1):

Figure 2 – www.lens.com “Proclear 1 Day Contact Lenses” product page price claim [dated Feb. 24, 2026; representing: “Proclear 1 Day Contact Lenses, 1 box – 90 pack/lenses – 3 month supply, \$18.29 LOWEST PRICE/box after rebate, Reg \$45.79”]



28. In addition, Defendants have also disseminated, or caused to be disseminated, advertisements on their website claiming that Lens.com sells contact lenses with no hidden fees. For example, Defendants’ contact lens product pages on www.lens.com (Figure 3) prominently display the claim that, “CUSTOMERS CHOOSE LENS.COM” because of its “NO HIDDEN FEES”:

Figure 3 – www.lens.com “Proclear 1 Day Contact Lenses” product page fees claim [dated Feb. 24, 2026; representing: “WHY OUR CUSTOMERS CHOOSE LENS.COM . . . NO HIDDEN FEES”]



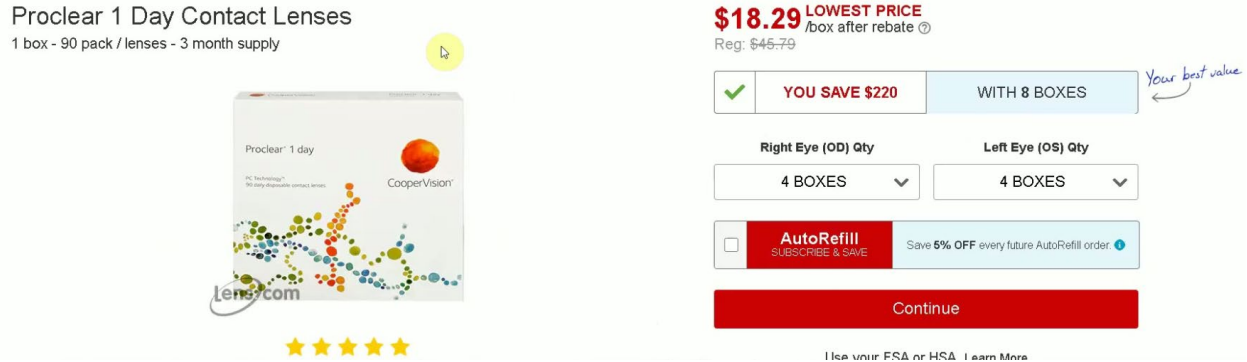
ii. *Defendants misrepresent the true cost of their contact lenses by hiding substantial mandatory fees.*

29. Contrary to these representations, however, consumers are unable to purchase contact lenses from Lens.com at the advertised prices because Defendants charge hidden fees on

each transaction in the form of a substantial and hidden “Taxes & fees” charge that they apply to consumers’ orders at checkout. Because of this mandatory fee, consumers pay substantially more for their contact lenses than the advertised price, in some cases double the price or even more.

30. For example, if a consumer wants to purchase Proclear 1 Day Contact Lenses from Defendants for the price advertised in Figure 1 above—\$18.29—they can click on the Google ad and will be taken to www.lens.com and the product page depicted in Figures 2 and 3 (Figure 2 is re-inserted below for convenience).

Figure 2 – www.lens.com “Proclear 1 Day Contact Lenses” product page [Re-insert]



31. This product page represents that a consumer can purchase a box of Proclear 1 Day Contact Lenses for \$18.29. Consumers can select the number of boxes they wish to order for each eye and then click the red “Continue” button to start the purchase flow.

32. After consumers click the red “Continue” button from the product page, they progress through the purchase flow, where they are required to enter their prescription and doctor’s information.

Figure 4 – www.lens.com Prescription Entry Screen
[dated Feb. 24, 2026; displaying screen where consumers enter prescription information]

lens.com Since 1995 Contact Lenses Brands Online Vision Exam Reorder

Home > Contact Lenses > CooperVision > Daily Disposable > **Proclear 1 Day**

Proclear 1 Day Contact Lenses
 1 box - 90 pack / lenses - 3 month supply

Proclear® (90) 1 day sphere
 SPH BC DIA
 -2.50 8.7 14.2
 EXP 2020/06
 361952233500305

Rating: 9.6/10 242 Reviews
[See All Reviews](#)

Enter Your Prescription **Upload Your Prescription**

☐ Same prescription for both eyes

Right Eye (OD)		Left Eye (OS)	
Base Curve	8.7	Base Curve	8.7
Diameter	14.2	Diameter	14.2
Power		Power	

Patient Name First Name Last Name
 Patient Date of Birth MM/DD/YYYY

Continue

Figure 5 – www.lens.com Provider Search Screen
[dated Feb. 24, 2026; displaying screen where consumers can search for doctors that are in Lens.com database]

lens.com Since 1995 Contact Lenses Brands Online Vision Exam Reorder 1-800 LENS.COM (536-7266)

Money Back Guarantee Hassle Free Returns Customer Service 24/7 Live Chat

Proclear 1 Day Contact Lenses
 1 box - 90 pack / lenses - 3 month supply

Proclear® (90) 1 day sphere
 SPH BC DIA
 -2.50 8.7 14.2
 EXP 2020/06
 361952233500305

Rating: 9.6/10 242 Reviews
[See All Reviews](#)

Doctor Search

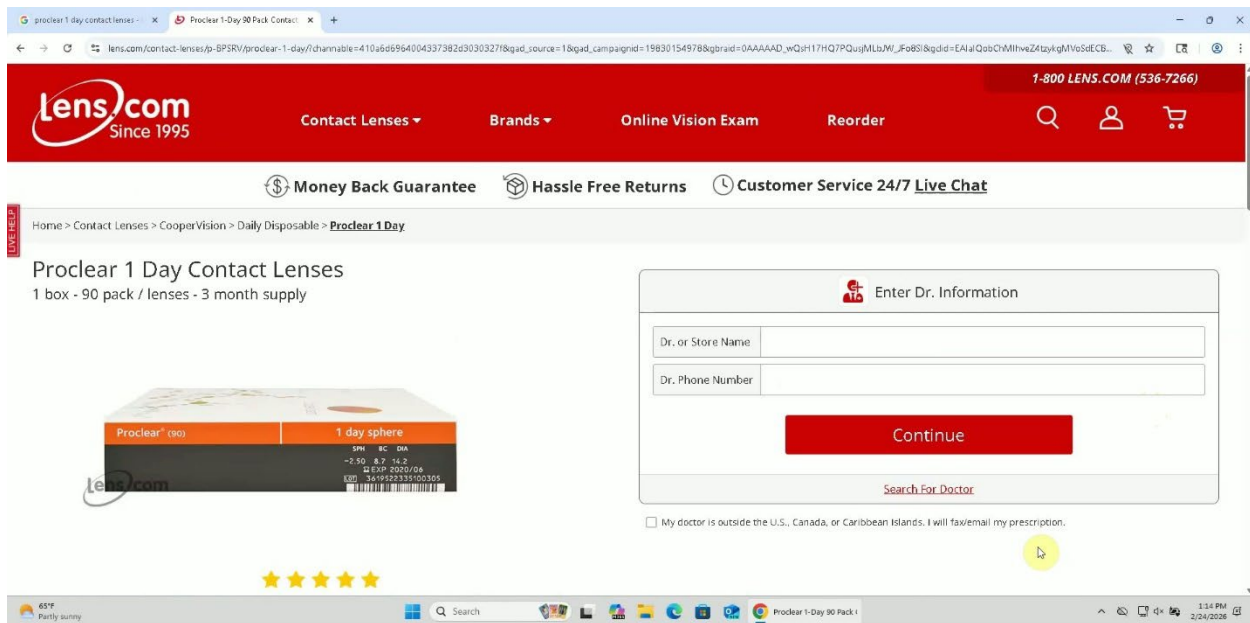
Enter City, State, Zip Enter Doctor or Store Name

Why do we need this Information?
 We'll quickly verify your prescription information with your Doctor to ensure you get the correct contact lenses.

Can't find your eye doctor? [Add your doctor to our list.](#)

☐ My doctor is outside the U.S., Canada or Caribbean Islands. I will fax/email my prescription.

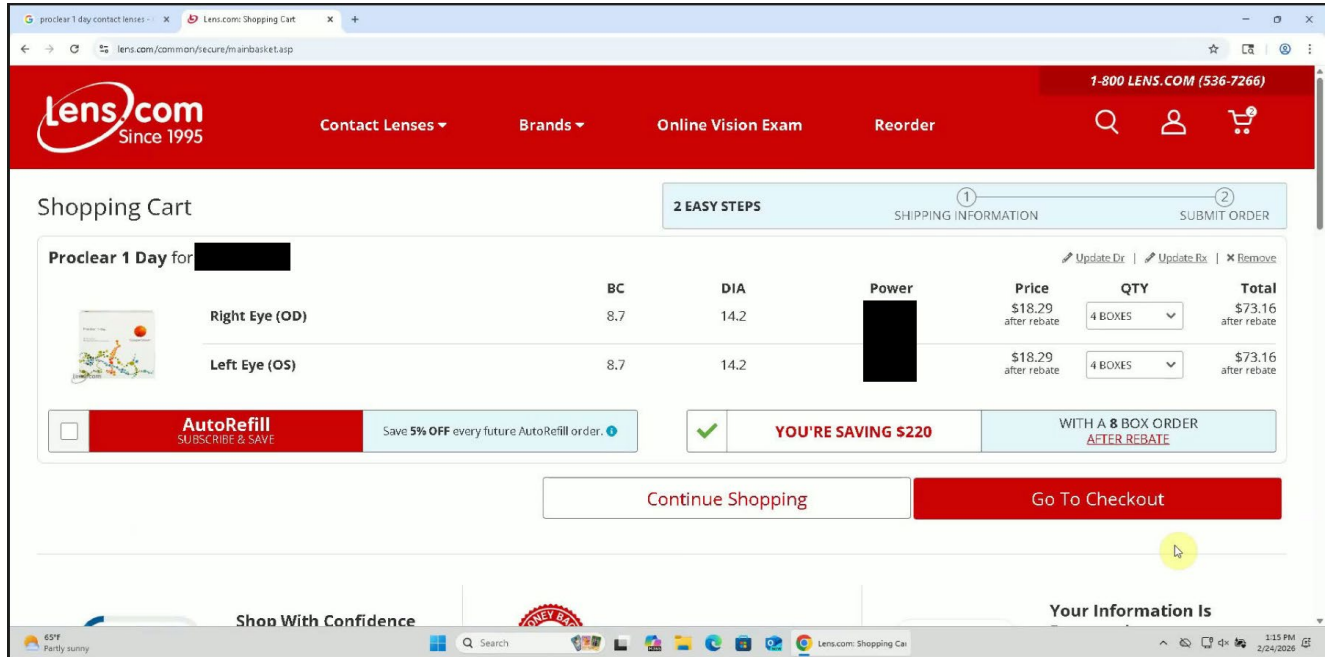
Figure 6 – www.lens.com Add Provider Screen
[dated Feb. 24, 2026: displaying screen where consumers can add the doctor's information to Lens.com database]



33. After entering their prescription (Figure 4) and doctor's information (Figures 5 and 6), consumers progress to a page that displays the "Shopping Cart" pricing (Figure 7) for their selected contact lens product(s).

34. In February 2026, Defendants represented that the price for eight boxes of Procure 1 Day contact lenses, a one-year supply, was \$73.16 per eye, or \$146.32 total, after rebate:

Figure 7 – www.lens.com Shopping Cart screen
[dated Feb. 24, 2026; representing, in relevant part: “Proclear 1 Day, Price \$18.29 after
rebate, QTY 4 BOXES (right eye) Total \$73.16, QTY 4 BOXES (left eye) Total \$73.16”
(undercover alias information redacted)]



35. In the bottom right corner of the Lens.com Shopping Cart screen is a prominent red button with the text “Go To Checkout.” Clicking on the “Go To Checkout” button takes consumers to a Shipping Information screen on www.lens.com, such as:

Figure 8 – www.lens.com Shipping Information screen 1
[dated Feb. 24, 2026; displaying empty shipping information fields]

36. Below the “Choose a Shipping Method” field, the Shipping Information screen includes a prominent red button with the text, “Continue.” The Shipping Information fields and red “Continue” button are contained within a gray border. If the consumer clicks on this “Continue” button, they will continue to move forward in the purchase flow to the “Submit Order” page where a consumer enters their billing information.

Figure 9 – www.lens.com Shipping Information screen 2
[dated Feb. 24, 2026; displaying completed shipping information fields (undercover alias information redacted) and a red “Continue” button, which is visible after scrolling down from the part of the screen depicted in Figure 8]

The screenshot displays the Lens.com shipping information screen. The header is red with the Lens.com logo and navigation links: Contact Lenses, Brands, Online Vision Exam, and Reorder. The main content area contains several input fields for shipping information, including Name, Address, City, State, Zip Code, Country (US-United States), Phone Number, and Password. A checkbox for 'Text me updates about my order' is checked. A 'Choose a Shipping Method' dropdown menu is set to 'Standard (5-7 Bus. Days) \$9.95'. A prominent red 'Continue' button is visible at the bottom of the form. The page footer shows the date 2/24/2026 and the time 1:18 PM.

37. However, a consumer who follows Defendants’ prompt and clicks on the “Continue” button will miss material information about the price of their contact lenses that Defendants hide below the fold. Indeed, only if consumers scroll further down, past the bordered area and red “Continue” button, do they see an “Order Summary,” such as:

Figure 10 – www.lens.com Order Summary screen 1
[dated: Feb. 24, 2026; displaying product, prescription, and quantity of boxes ordered, and representing, in relevant part: “Subtotal: \$366.32, Taxes & fees: \$273.44,”]

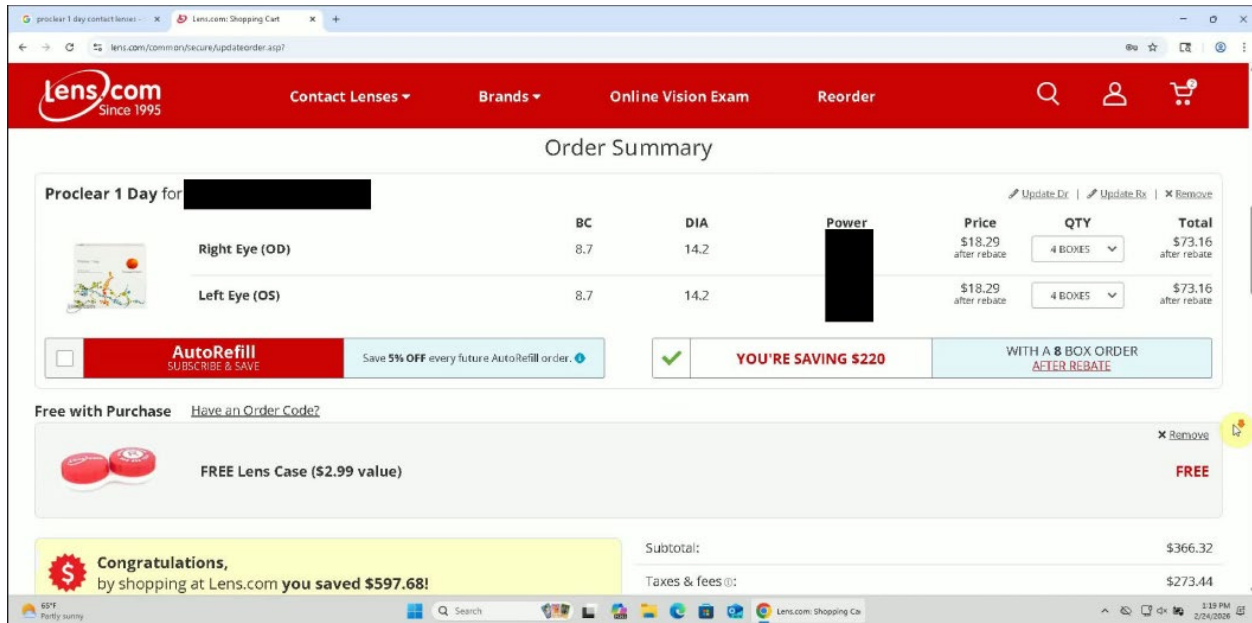
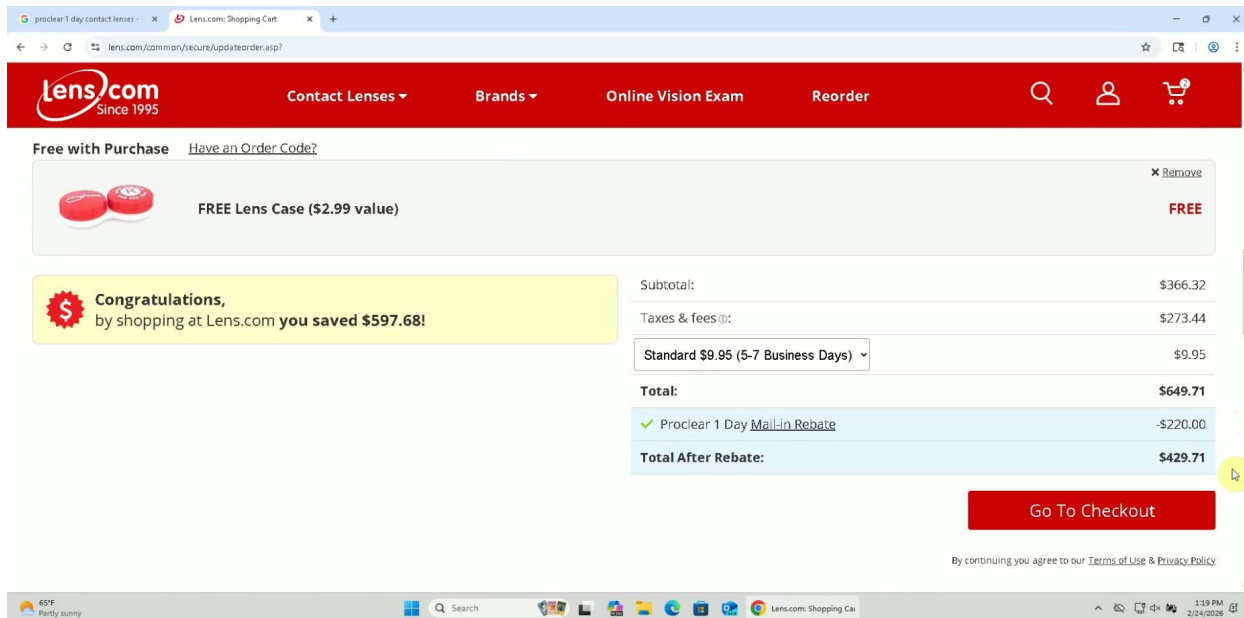


Figure 11 – www.lens.com Order Summary screen 2
[dated: Feb. 24, 2026; representing, in relevant part: “Subtotal: \$366.32, Taxes & fees: \$273.44, [Standard Shipping] \$9.95, Total: \$649.71, Procure 1 Day Mail-in Rebate -\$220.00, Total After Rebate: \$429.71”]



38. Defendants reveal this mandatory “Taxes & fees” charge only in the far-below-the-fold order summary—an area of the checkout page that is not visible unless the consumer scrolls past the initial “Continue” call to action. The “Taxes & fees” charges substantially increase the total price Defendants charge consumers. For example, in February 2026, despite Defendants initially advertising a total price of \$18.29/box, or \$146.32 for a one-year supply, the hidden “Taxes & fees” charge imposed an additional \$273.44 to the total cost.

39. In the event a consumer does scroll to the bottom of this page, below the Order Summary is a red “Go To Checkout” button.

40. The “Go To Checkout” button under the Order Summary, like the “Continue” button immediately below the Shipping Information in Figure 9, will take consumers to a Submit Order screen, such as:

Figure 12 – www.lens.com Submit Order screen 1
[dated Feb. 24, 2026; representing, in relevant part: “Proclear 1 Day 8 Boxes; [Standard Shipping] \$9.95; Order Total: \$649.71; Proclear 1 Day Mail-in Rebate: -\$220.00; Total After Rebate: \$429.71” (undercover alias information redacted)]

The screenshot shows the 'Submit Order' page on the Lens.com website. The page layout includes a red header with the Lens.com logo and navigation links. Below the header, there are two main sections: 'Payment Options' and 'Order Summary'. The 'Payment Options' section contains fields for 'Name on Card*', 'Card Number*', 'Expiration Date*', and 'CVV*', along with a checkbox for 'Billing Address same as Shipping Address'. The 'Order Summary' section lists the items: 'Proclear 1 Day for [redacted] 8 Boxes', 'FREE Lens Case (\$2.99 value)', 'Standard (5-7 Bus. Days)' shipping for \$9.95, and an 'Order Total' of \$649.71. It also shows a 'Proclear 1 Day Mail-in Rebate' of -\$220.00, resulting in a 'Total After Rebate' of \$429.71. A yellow circle highlights the 'Total After Rebate' line item. The page also features a '2 EASY STEPS' progress bar at the top right, indicating the current step is 'SUBMIT ORDER'.

41. The Submit Order screen is where Defendants obtain or attempt to obtain consumers' billing information. On the right side of the Submit Order screen is an "Order Summary." However, this Order Summary—unlike the below-the-fold Order Summary (Figures 10 and 11, above) that appears if consumers scroll below the Shipping Information (Figure 9)—hides the fact that Defendants have added a "Taxes & fees" charge to the transaction. It provides only an "Order Total" (here, \$649.71) and a "Total After Rebate" which provides the total after a purported mail-in rebate (here, \$429.71). Thus, consumers who respond to Defendants' call to action to "Continue" the checkout process in Figure 9 advance to the Submit Order screen in Figure 12 without ever seeing the significant "Taxes & fees" line item in Figures 10 and 11.

42. On the left half of the Order Summary screen (Figure 12) are Payment Options fields. If a consumer inputs their payment information and scrolls down, they see a prominent red "Submit Order" button, such as:

Figure 13 – www.lens.com Submit Order screen 2
[dated Feb. 24, 2026; displaying completed billing address fields and red "Submit Order" button (undercover alias information redacted)]

1 43. Clicking on the “Submit Order” button completes the purchase and results in
2 Defendants charging consumers substantially higher than the amount Defendants advertise on
3 Google (Figure 1) and on the www.lens.com Shopping Cart screen (Figure 7).

4 44. For example, completing the purchase of the Proclear 1 Day contact lenses
5 depicted above would have resulted in a \$649.71 charge—more than four times the advertised
6 total of \$146.32 (Figure 7) plus \$9.95 shipping.

7 45. The purchase flow described above is the typical consumer experience on
8 www.lens.com.

9 46. Defendants’ practices distort the true prices of Defendants’ contact lenses, thus
10 making it more difficult for consumers to accurately compare prices and comparison shop.

11 **iii. Defendants misrepresent that the hidden charges include state sales taxes.**

12 47. Defendants deceive even those consumers who happen to see the single,
13 concealed, below-the-fold “Taxes & fees” line item. By labeling this hidden charge as “Taxes &
14 fees,” Defendants represent that the charge reflects, at least in part, taxes imposed by state or
15 federal governments in connection with the transaction that Lens.com collects and remits on
16 behalf of consumers—*i.e.*, sales taxes. But this representation is false or misleading.

17 48. Indeed, Defendants sell contact lenses to consumers in states that do not charge
18 state sales tax, including, for example, Alaska, Delaware, Montana, New Hampshire, and
19 Oregon.

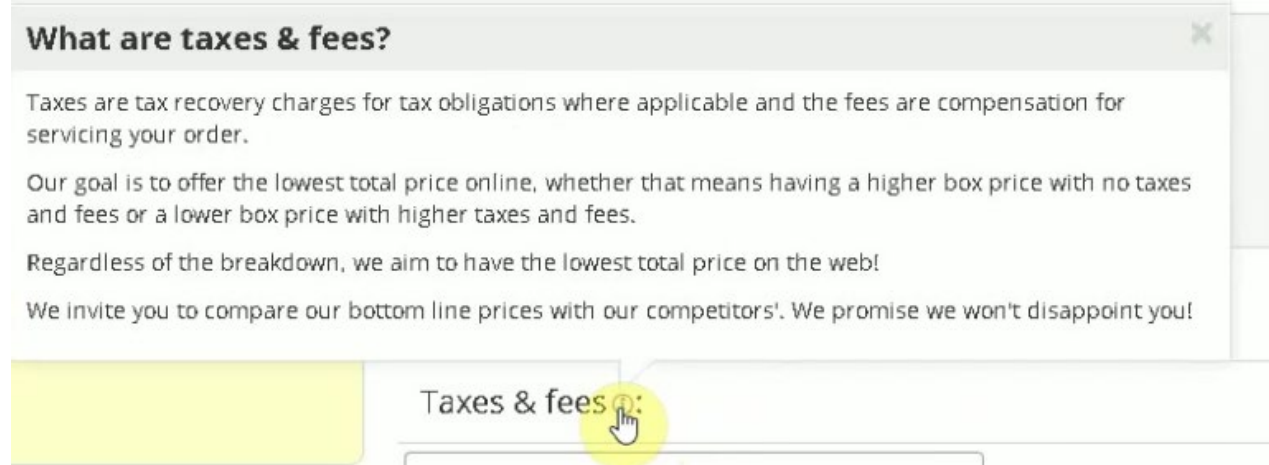
20 49. Defendants also sell contact lenses to consumers in states that exempt contact
21 lenses from state sales tax, including, for example, Virginia, Florida, and New Jersey.

22 50. Yet Defendants charge consumers the lump sum “Taxes & fees” amount even
23 when the consumer’s state does not charge sales tax on contact lenses, or at all.

51. In the below-the-fold Order Summary (Figures 10 and 11), next to “Taxes & fees,” in light gray, is a small “i” in a circle. If consumers happen to click on the “i,” a pop-up appears containing the following cryptic explanation of the charge:

Figure 14 – “Taxes & fees” pop-up

[dated February 24, 2026; representing: “Taxes are tax recovery charges for tax obligations where applicable and the fees are compensation for servicing your order. Our goal is to offer the lowest total price online, whether that means having a higher box price with no taxes and fees or a lower box price with higher taxes and fees. Regardless of the breakdown, we aim to have the lowest total price on the web! We invite you to compare our bottom line prices with our competitors’. We promise we won’t disappoint you!”]



52. From at least July 24, 2023 until early 2024, Defendants’ “Taxes & fees” explanation consisted only of the first statement, “Taxes are tax recovery charges for tax obligations where applicable and the fees are compensation for servicing your order.”

53. Defendants’ customer service representatives have explained that, despite the plain meaning of the word “taxes” in this context, Defendants’ “Taxes & fees” charge does not include payment for sales taxes in connection with the transaction. For example:

Complaint Date	Relevant Excerpt from Consumer Complaint
June 14, 2024	Consumer: “I ordered two boxes of lenses at \$67.24/each but was charged \$199.91. how is this possible even with taxes and shipping can I get a price breakdown”

	Diores P., Lens.com Customer Service: “If you are wondering what is the taxes and fees, it is a combined cost for taxes – not a sales tax nor state tax, it is a tax recovery charges and for the fees, which is compensation for processing your order and handling charges which are compensation for servicing and handling your order. It is a combined cost that is listed as taxes and fees on the charges.”
April 24, 2024	Consumer: “I would like to know why there is 80 dollar taxes and fees? . . . Why would contact lens be sold for 103.14 per box *2 = 206.28 cost 287.71 I get shipping and taxes, but what fees are there and why was it not stated that there was a fee on top of the cost” Nika, Lens.com Customer Service: “Your order contains items that incur a processing and/or handling charge, and this processing fee is actually taxes and fees. But the taxes we collect are tax recovery charges, not sales taxes. And the fees are compensation for servicing your order, which is more likely a processing fee. The taxes and fees is listed or shown right at the bottom fo [sic] the shipping information page, it is right before you submit the order.

54. Thus, contrary to Defendants’ representations that the hidden charge is for “Taxes & fees,” the charge is not, even in part, for sales taxes.

B. Defendants Enroll Consumers in Negative Option Plans Before Disclosing All Material Terms and Without Consumers’ Express, Informed Consent.

i. Defendants enroll consumers in negative option plans.

55. Defendants also give consumers the option of selecting an “AutoRefill” subscription plan during the purchase flow. Under the AutoRefill plan, consumers are charged for and provided contact lenses at selected intervals of three months, six months, or a year.

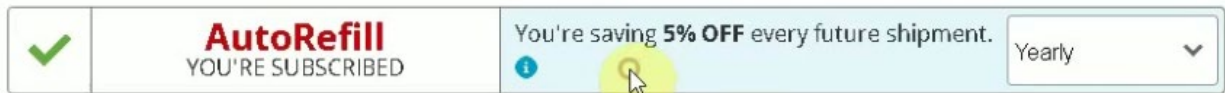
56. Defendants advertise AutoRefill plans with the claims “AutoRefill Subscribe & Save” and “Save **5% OFF** every future AutoRefill order,” on the www.lens.com product page (e.g., Figure 2) and on the Shopping Cart screen (e.g., Figure 7), such as:

Figure 15 – www.lens.com AutoRefill “Subscribe & Save” claim
 [dated April 3, 2025; representing: “AutoRefill SUBSCRIBE & SAVE” and “Save 5% OFF every future AutoRefill order.”]



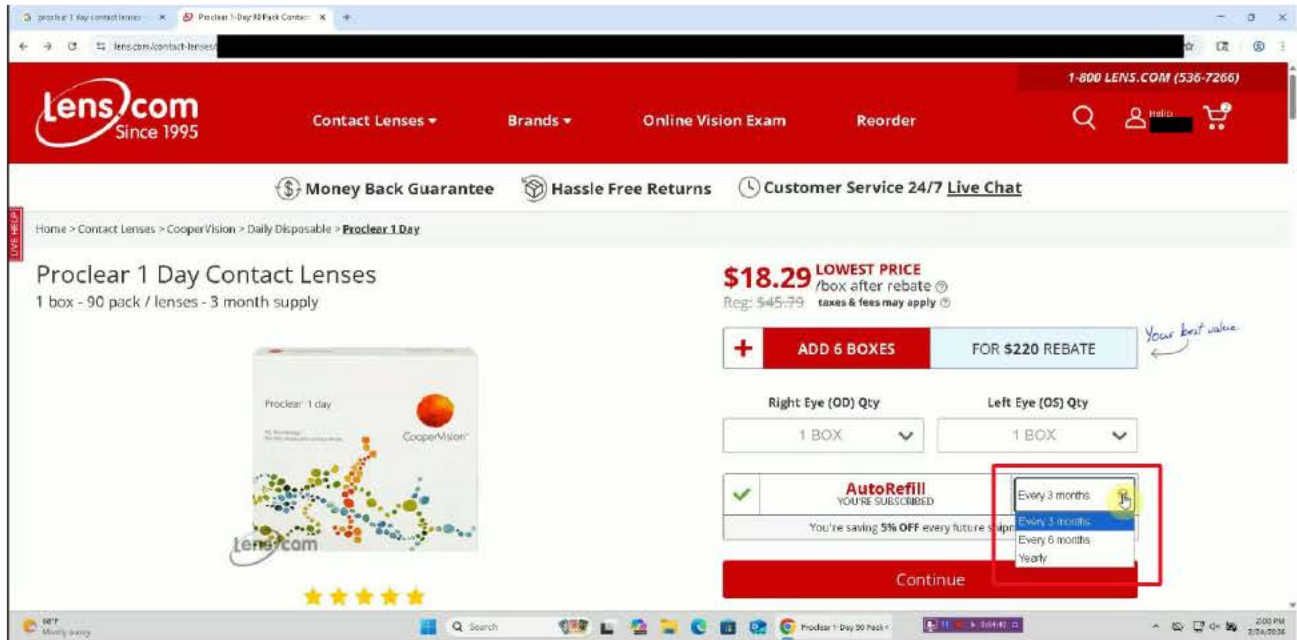
57. When the AutoRefill Check Box is selected, the bar color changes from red to white and “Save 5% OFF every future AutoRefill order” changes to “You’re saving 5% OFF every future shipment.”:

Figure 16 – www.lens.com AutoRefill “You’re Subscribed” claim
 [dated Feb. 24, 2026; representing: “YOU’RE SUBSCRIBED” and “You’re saving 5% OFF every future shipment.”]



58. When consumers enroll in an AutoRefill plan they must choose a three-month, six-month, or annual subscription, such as:

Figure 17 – www.lens.com Product Page AutoRefill term selection menu [dated Feb. 24, 2026; displaying AutoRefill subscription terms of “Every 3 months,” “Every 6 months,” and “Yearly” (undercover alias information redacted; red border around term drop down menu added)]



- ii. *Defendants fail to clearly and conspicuously disclose the “Taxes & fees” charge and how subscribers can cancel their AutoRefill subscription and subsequent AutoRefill orders before obtaining consumers’ billing information.*

59. Once a consumer elects the AutoRefill subscription and clicks the red “Continue” button, they proceed through the same purchase flow as described above (Paragraphs 31–45), where Defendants conceal the significant “Taxes & fees” charge they will incur in connection with their initial AutoRefill subscription order and misleadingly represent that the “Taxes & fees” charge is, at least in part, attributable to state sales taxes.

60. In addition, to induce consumers to subscribe to Lens.com AutoRefill plans, Defendants have disseminated, or caused to be disseminated, the following statements and depictions, among others:

AutoRefill
Subscribe & Save
Never Run Out
Have your contacts
When you need them
Get 5% Off
On every
AutoRefill order
You're in Control
Snooze or cancel
at anytime
Shop Now

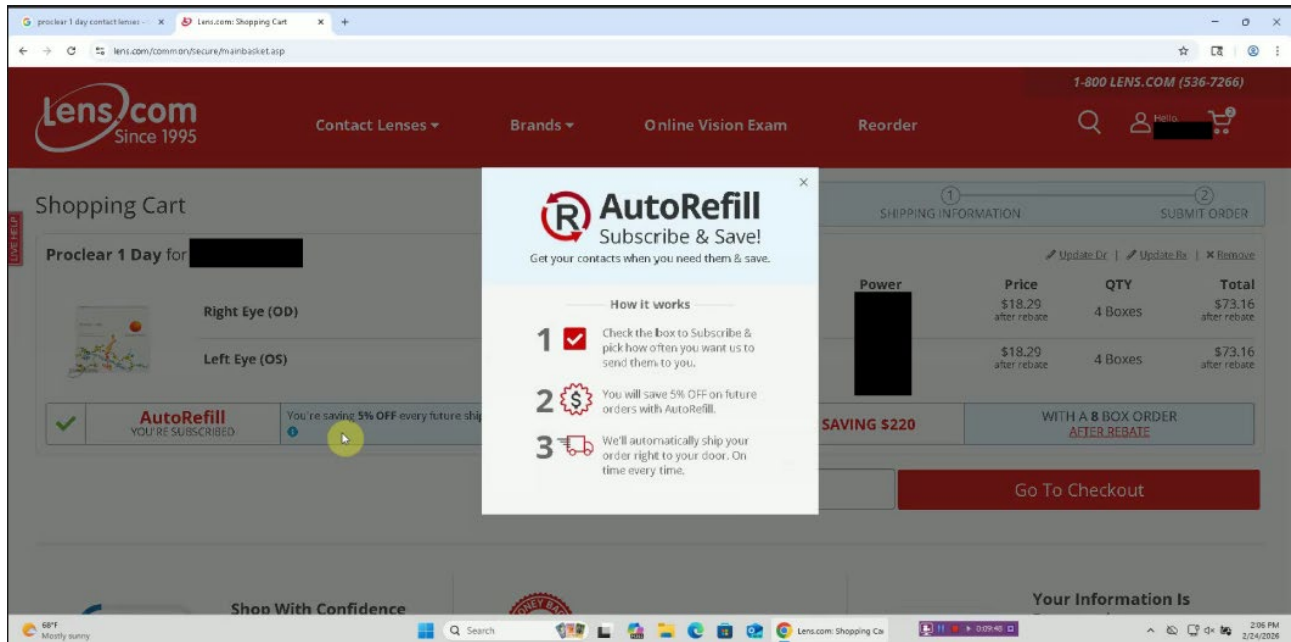
(www.lens.com, Lens.com home page, September 8, 2026.)

61. Despite representing that consumers are “in Control” and can “cancel at anytime,” neither Defendants’ Lens.com home page nor Defendants’ purchase flow clearly and conspicuously discloses *how* a consumer can cancel their AutoRefill subscription, how consumers can cancel or change future *orders* pursuant to those AutoRefill subscriptions, or any deadlines by which to do so.

62. For example, in the graphic bars containing the “Subscribe & Save” and “You’re Subscribed” claims (Figures 15 and 16, respectively) there are “Save 5% OFF” and “You’re saving 5% OFF” claims that are followed by a blue circle with a small white “i.”

63. Clicking on that blue circle opens a pop-up window, such as:

Figure 18 – AutoRefill “Subscribe & Save” pop-up
[dated Feb. 24, 2026; representing: “AutoRefill Subscribe & Save! Get your contacts when you need them & save.” (undercover alias information redacted)]



The AutoRefill “Subscribe & Save” pop-up contains information about “**How it works**” that simply instructs consumers to select the AutoRefill Check Box to “save 5% OFF on future orders with AutoRefill,” which Lens.com will “automatically” ship.

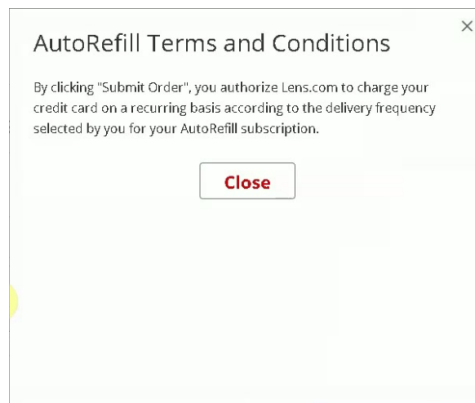
64. In addition, when an AutoRefill subscriber is ready to submit their initial order (e.g., via a Submit Order screen like the one depicted in Figure 13), the prominent red “Submit Order” button is followed by smaller text stating “By clicking ‘Submit Order’ you agree to our AutoRefill terms.” “AutoRefill terms” is a hyperlink. Hovering the cursor over the hyperlink reveals the text “Terms and Conditions” (Figure 13 depicts the Submit Order screen for a non-AutoRefill order; an AutoRefill order displays the additional text depicted in Figure 19):

Figure 19 – www.lens.com AutoRefill Submit Order button
 [dated: Feb. 24, 2026; representing: “by clicking ‘Submit Order’ you agree to our AutoRefill terms.”]



65. Clicking on the “AutoRefill terms” hyperlink opens a pop-up window containing text stating only that Defendants will charge consumers who click “Submit Order” according to their selected delivery frequency.

Figure 20 – AutoRefill Terms and Conditions pop-up
 [dated Feb. 24, 2026; representing: “AutoRefill Terms and Conditions, By clicking ‘Submit Order,’ you authorize Lens.com to charge your credit card on a recurring basis according to the delivery frequency selected by you for your AutoRefill subscription.”]



66. Neither the “Subscribe and Save” pop-up, nor the “Terms and Conditions” pop-up contains information about how consumers can cancel an AutoRefill subscription or future AutoRefill orders, or any deadlines by which to do so.

67. To learn how to cancel an AutoRefill subscription or future AutoRefill orders, a consumer must navigate outside of the purchase flow. Outside of the purchase flow, in the menus at the bottom of each page on www.lens.com, there is a “**Help**” menu. The second to last sub-

1 item listed in the Help menu is “AutoRefill.” The word “AutoRefill” links to
2 www.lens.com/autorefill (“AutoRefill page”).

3 68. The top of the AutoRefill page includes the same text as the AutoRefill text that
4 appears on the www.lens.com home page (set forth in Paragraph 60, above), including the
5 assertion that the consumer is “in control” and can “cancel at any time.” Below that, the
6 AutoRefill page includes “AutoRefill FAQs.”

7 69. The AutoRefill FAQs provide information describing the AutoRefill program,
8 including how to join, how payment is handled, how AutoRefill orders are handled, and how and
9 when subscribers can change or cancel their subscription or future AutoRefill orders pursuant to
10 those subscriptions. For example, regarding orders, the fourth AutoRefill FAQ explains that
11 consumers will be notified by email 30 days prior to shipment of an AutoRefill order.
12 Subscribers then have about three weeks—until 7 days before the order is placed—to cancel the
13 order, delay the order and shipping date, or update payment, prescription, or shipping
14 information. Thus, if a consumer does not cancel or change their AutoRefill subscription or the
15 scheduled AutoRefill order at least 7 days before the selected interval (*i.e.*, three months, six
16 months, or one year), they will be charged for the next shipment.

17 70. The sixth AutoRefill FAQ listed concerns subscription cancellation:

18 **>How do I cancel my AutoRefill program?**

19 There is no commitment to this program.

20 Simply log into your account and access the
AutoRefill Center to cancel your subscription.

21 You can change your next delivery date if you
just want more time before your next shipment.

22 71. The AutoRefill page and AutoRefill FAQs are not part of the www.lens.com
23 purchase flow.
24
25

1 72. The link to the AutoRefill page is buried in a menu that is easily missed because it
2 is at the bottom of the web pages on www.lens.com. Consumers are not required to read the
3 information on the AutoRefill page prior to completing their contact lens order and subscribing
4 to Defendants' AutoRefill plan.

5 73. Therefore, Defendants fail to clearly and conspicuously disclose prior to obtaining
6 consumers' billing information for the AutoRefill plans both how to cancel AutoRefill
7 subscriptions and the deadline by which the consumer must cancel their AutoRefill subscription
8 to avoid being charged for the next shipment.

9 74. Defendants also fail to clearly and conspicuously disclose material transaction
10 terms before automatic refills occur under its AutoRefill plans. Defendants send refill
11 notifications to consumers before AutoRefill refills are processed. These notifications include
12 information such as the estimated arrival date of the refill, the frequency of the refill, and the
13 deadline to change shipping and credit card information. However, the notifications do not
14 adequately disclose the cost of the refill or how the consumer can cancel the refill before it ships.
15 For example, in a notification email dated on or about February 27, 2025, Defendants informed a
16 consumer that their "Next AutoRefill order will arrive on or before 04/05/2025" and instructed
17 the consumer to "double-check the shipping address and credit card information on your
18 AutoRefill subscription by 03/13/2025 to ensure that you receive your contact lenses on or
19 before 04/05/2025." The email, however, does not disclose the cost of the refill or the method of
20 cancellation.

21 75. Defendants' internal complaint data reveals that consumers have been confused
22 about how to cancel their AutoRefill subscriptions and orders. For example:
23
24
25

Complaint Date	Relevant Excerpt from Consumer Complaint
June 14, 2024	AutoRefill Subscriber: “Thank you for this. Can you go ahead and cancel my autorefill. [sic] The processing fee is very high” Diores P., Lens.com Customer Service: “I apologize but we cannot cancel any on [sic] the orders here via chat since we have limited access here and we do not have an option to do so. To cancel, we ask that customers call our contact center to verify your identity.”
Sept. 5, 2024	AutoRefill Subscriber: “can you help me to cancel my auto refill? i’m not sure how to ensure this is done so I don’t get charged” Nik, Lens.com Customer Service: “To cancel your AutoRefill, just log into your account, go to “my account”, and click on AutoRefill. The option to cancel your subscription will be there!” Or if you meant to cancel the order that was automatically placed because of the auto refill program you signed up for, you actually need to call us at 1-800-536-7266 since we cannot do cancellation through chat.”

iii. Defendants fail to obtain consumers’ express informed consent before charging them for “Taxes & fees” and enrolling them in the AutoRefill plan.

76. As set forth in Paragraphs 55 through 74 above, Defendants fail to clearly and conspicuously disclose material pricing and AutoRefill cancellation information before collecting consumers’ billing information and enrolling them in Lens.com’s AutoRefill plans.

77. Thus, Defendants fail to obtain AutoRefill consumers’ express, informed consent prior to charging consumers for the hidden “Taxes & fees.”

C. Despite Thousands of Consumer Complaints, Defendants Continue to Deceptively and Unfairly Market Contact Lenses.

78. Defendants continued to deceptively and unfairly market contact lenses in the face of receiving massive numbers of consumer complaints.

i. *Thousands of consumers have complained to Defendants about their hidden and misleading “Taxes & fees.”*

79. Defendants’ internal records include thousands of consumer complaints about Defendants’ hidden “Taxes & fees” charges.

80. At least hundreds of more consumers have submitted complaints about Defendants’ hidden fees to third-party review websites, including the Better Business Bureau (“BBB”) and TrustPilot. Defendants have received and reviewed BBB and TrustPilot complaints.

81. Defendants’ internal complaint data is also rife with complaints from consumers, including AutoRefill subscribers, who did not realize that their final order total was substantially more than the advertised price until after they had entered their shipping and payment information, or after they had completed their order and Defendants had charged them. For example:

Complaint Date	Relevant Excerpt from Consumer Complaint
January 1, 2025	Consumer: “Per the website and per item cost on the order, it says I should have been charged \$130.48 per eye (2 boxes per eye) plus \$9.95 shipping. So a total just under \$271. But I was charged over \$409.”
June 14, 2024	AutoRefill Subscriber: “I ordered two boxes of lenses at \$67.24/each but was charged \$199.91. how is this possible even with taxes and shipping can I get a price breakdown” Diores P., Lens.com Customer Service: “If you are wondering what is the taxes and fees, it is a combined cost for taxes – not a sales tax nor state tax, it is a tax recovery charges and for the fees, which is compensation for processing your order and handling charges which are compensation for

	servicing and handling your order. It is a combined cost that is listed as taxes and fees on the charges.”
April 18, 2024	AutoRefill Subscriber: “I do not know how my contacts went from \$146 to \$245??” John E., Lens.com Customer Service: “Your product total (before taxes, fees, and shipping) is \$146.56. You qualify for an exclusive mail-in rebate of \$85. Your after-rebate total is \$170.47, which is \$15.39 per box. The regular price per box is \$36.64. The total cost of your order for the 4 boxes includes \$9.95 for the standard 5-7 day shipping fee and \$98.96 for the taxes & fees. The total cost before the \$85 rebate is \$255.47, which you paid upfront.”
March 29, 2024	Consumer: “Reviewing my order I noticed that the total paid cost does not match what the charge. The invoice shows each box as \$66.74 which would be \$266.96 with 4 boxes I ordered. However, the total charge with shipping was \$383.87. Why is the total charge higher?”
November 27, 2022	Consumer: “Yes, they ARE hidden until you get to the last page of checking out. It doubled the price of my order. When I was searching online for the best price, I never expected my price to double. . . . No I did not notice at the time I paid. . . .” Ty M, Lens.com Customer Service: “I apologize that you feel the way you do about our taxes and fees, but they are not hidden and they are shown within the checkout process. . . .” Consumer: “There is a BIG RED ‘continue’ button right under the shipping information, ‘misleading’ people into thinking there is nothing else on that page, so why would I scroll down? . . . Then, on the final page, there is no mention of the \$102.96 taxes and ‘compensation for servicing your order’, just the total (with the \$75 rebate included in the final price), so you don’t really notice that you are paying \$231.47 for a \$118.56 order!!!”

82. In response to these types of consumer communications, Defendants’ customer service representatives routinely admitted to the hidden nature of the “Taxes & fees” charges, telling consumers that they needed to scroll down on the above-referenced purchase screen to see the fees. For example, in one interaction, a Lens.com customer service representative noted, “The breakdown of all charges is itemized on the Shipping Information page of your order, after

the cart screen. Depending on the device you're using to place the order, you may need to scroll down the page to see all details associated with your order."

83. Defendants' complaint data also includes complaints from consumers who believed that the "Taxes & fees" charges were, at least in part, for state sales tax. For example:

Complaint Date	Relevant Excerpt from Consumer Complaint
Feb. 25, 2025	Consumer (<i>located in Florida</i>): "8 x \$77.24 = 617.92 Why does Lens.com want to charge me \$859.79?" Kristalyn N, Lens.com Customer Service: "This includes the taxes and fees for \$241.92, and shipping fee for \$9.95. You will also qualify for the mail in rebate of \$290.00, but since rebates are mailed in, you need to pay the full price upfront" Consumer: "what are the fees there are no taxes on medical devices" Kristalyn N, Lens.com Customer Service: "The 'taxes' are tax-recovery charges for tax obligations where applicable, and the 'fees' are compensation for servicing your order." Consumer: "contact lens [sic] are exempt from sales tax in florida This is very decietful [sic] Can you be more specific" Kristalyn N, Lens.com Customer Service: "the taxes and fees are a standard charge that applies to all order. [sic] It is basically the processing fee." Consumer: "This is deceitful offering the lowest price, but hiding the real price" Kristalyn N, Lens.com Customer Service: "The Taxes and Fees are shown on the Shipping Information page of your order. Depending on the device you're using to place the order, you may need to scroll down the page to see all details associated with your order."
Nov. 1, 2024	Consumer (<i>located in Virginia</i>): "Are there additional fees added to the checkout total?" Piolo A., Lens.com Customer Service: "Yes, the Taxes and Fees are shown on the Shipping Information page of your order. Depending on the device you're using to place the order, you may need to scroll down the page to see all details associated with your order."

	Consumer: “In Virginia contacts do not get sales tax. Is that applicable tolens.com [sic]?” Piolo A., Lens.com Customer Service: “We are not charging customers sales taxes or state taxes, and the charge is one set amount.”
May 31, 2024	Consumer (<i>located in New Hampshire</i>): “...please tell me what taxes I am paying for, considering I am in New Hampshire and we do not pay taxes, so this should not be on there. . . .” Gel, Lens.com Customer Service: “The “taxes” are tax-recovery charges for tax obligations where applicable, and the “fees” are compensation for servicing your order.” Consumer: “Where applicable. The taxes don’t apply in New Hampshire. So that needs to be adjusted. Also. The system should be showing this charge when checking out, on the screen, on, and with the total.” Gel, Lens.com Customer Service: “. . . The taxes and fees are applied to all orders and we are unable to change the amount or remove it. Taxes are tax recovery charges for tax obligations where applicable and the fees are compensation for servicing your order.” Consumer: “It states nothing about these fees when ordering, so that should be changed on the website. And again, like I said, it’s not even put in the cart saying it’s adding it on, . . . it shows nothing about these fees, it just adds them on. . . .” Gel, Lens.com Customer Service: “It’s just how the website is set up. We show the other fees after the boxes have been added because the taxes and fees go up or down depending on the boxes.” Consumer: “It’s just how the website is set up?” Gel, Lens.com Customer Service: “The Taxes and Fees are shown on the Shipping Information page of your order. Depending on the device you’re using to place the order, you may need to scroll down the page to see all details associated with your order.” Consumer: “How much is the processing fee? And how much is the tax?” Gel, Lens.com Customer Service: “We are unable to provide you the specific breakdown of taxes and fees. The fees are related to order servicing, and the taxes are the applicable tax recovery charges. These charges can vary depending on the

brand of contact lenses you're purchasing, and they are applied per box."

Consumer: "I asked for the break down of the TAXES and fees. Not the entire order. . . ."

Gel, Lens.com Customer Service: "We understand that you are seeking a detailed breakdown of these charges. However, due to the nature of these charges, we are unable to provide a specific breakdown of the taxes and fees associated with your order. . . ."

ii. *Defendants internally acknowledged consumer complaints about hidden "Taxes & fees" in August 2022, but failed to change their deceptive and unfair contact lens purchase flow.*

84. As early as August 31, 2022, Defendants internally acknowledged consumer complaints about their hidden "Taxes & fees."

85. For example, Defendants acknowledged in an August 2022 PowerPoint presentation that the "Current Checkout Process" only revealed the total cost if the consumer scrolled down below the red "Continue" button on the Shipping Information screen. The PowerPoint presentation also acknowledged that consumers were upset about hidden fees and suggested a way to present the fees more clearly and conspicuously. A liaison between Lens.com and Speed Commerce sent the PowerPoint to Defendant Samourkachian at "Cary (Speed Commerce) <cary@speedcommerce.com>," and others, on August 31, 2022.

86. Despite their knowledge of widespread consumer confusion regarding Defendants' contact lens purchase flow and hidden fees, Defendants have not materially changed the www.lens.com purchase flow.

D. Defendant Cary Samourkachian's Individual Liability.

87. At all times relevant to this Complaint, Defendant Samourkachian has been ultimately responsible for, and has controlled, formulated, and approved, Corporate Defendants' policies, practices, and procedures relating to Lens.com pricing, fees, the online purchase flow,

1 AutoRefill subscriptions and cancellations, consumer complaints, and instructions to customer
2 service representatives.

3 88. Defendant Samourkachian has directed and approved Lens.com advertising
4 contracts and participated in regular meetings regarding Lens.com's pricing policies; sales and
5 customer service metrics, including keyword advertising conversion metrics, and daily and
6 weekly order volume; customer service contacts; and resolution of consumer complaints.

7 89. In connection with the foregoing meetings, Defendant Samourkachian has
8 received emails regarding Lens.com business at both his Lens.com and Speed Commerce email
9 addresses, as well as agendas, documents, and analysis, including consumer complaint
10 disposition data showing that "processing/total cost" complaints consistently ranked among the
11 top three complaint categories by volume.

12 90. An August 31, 2022 email to Defendant Samourkachian at "Cary (Speed
13 Commerce) <cary@speedcommerce.com>," and others, regarding an "Optical Group Call
14 Center" weekly call included a PowerPoint attachment that proposed to redesign Lens.com's
15 online purchase flow because of the high volume of consumer complaints received regarding
16 hidden fees. As noted in Paragraph 86 above, Defendants did not materially change the
17 www.lens.com purchase flow after that.

18 91. Agendas between March and July 2022 tracked the progress of an "Open Item"
19 relating to "Savings Calculator Modifications." These agendas highlighted Defendant
20 Samourkachian's leading role in managing complaints to customer service, including by
21 presenting screen mock-ups, reviewing the formula for a "savings calculator" used internally by
22 customer service, and working on a corresponding calculator to include on the Lens.com
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1 website, demonstrating that Defendant Samourkachian was an active participant in discussions
2 regarding Defendants' pricing displays.

3 92. Agendas between March and July 2022 also demonstrate Defendant
4 Samourkachian's role in deciding whether to include processing fees in refunds issued to
5 consumers.

6 93. One such agenda included Lens.com's "current processing fee scripting," and
7 stated, "We will review on the call this week." The processing fee script included the following:

- 8 • **What are these taxes and fees?**
9 "Taxes are tax recovery charges for tax obligations
10 where applicable and the fees are compensation for
11 servicing your order."
- 12 • **Can you remove the fees?**
13 "The taxes & fees are applied to all orders and we are
14 unable to change the amount or remove. Taxes are tax
15 recovery charges for tax obligations where applicable
16 and the fees are compensation for servicing your order."

17 94. Defendant Samourkachian participated in and controlled the acts and practices
18 alleged in this Complaint and is, consequently, individually liable for these acts and practices.

19 * * *

20 95. Based on the facts and violations of law alleged in this Complaint, the FTC has
21 reason to believe that Defendants are violating or are about to violate laws enforced by the
22 Commission because, among other things: (1) Defendants engaged in their unlawful acts and
23 practices repeatedly over a period of more than four years; (2) Defendants engaged in their
24 unlawful acts and practices willfully; (3) Defendants continued their unlawful acts or practices
25 despite knowledge of numerous consumer complaints; and (4) Defendants have not ceased their
unlawful acts or practices since receiving the Commission's Civil Investigative Demand in
August 2025.

VIOLATIONS OF THE FTC ACT

96. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

97. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

98. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

COUNT I – Deceptive Pricing Representations

(By Plaintiff Federal Trade Commission)

99. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of contact lenses, including through the means described in Paragraphs 6 through 11 and 22 through 54 above, Defendants represent or have represented, directly or indirectly, expressly or by implication that:

- a. Consumers can purchase contact lenses at specific prices;
- b. Lens.com charges no hidden fees; and
- c. At least a portion of the “Taxes & fees” charge Defendants add to the total price at checkout goes to pay state sales tax associated with the transaction.

100. In fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 99:

- a. The actual price that Defendants charge or have charged consumers for contact lenses is substantially higher than the advertised price due to the

1 inclusion of mandatory fees;

2 b. Defendants charge or have charged consumers mandatory fees that are not or
3 were not clearly and conspicuously disclosed, and therefore are or were
4 hidden; and

5 c. In at least certain states, no portion of the “Taxes & fees” charges that
6 Defendants add to the total price at checkout goes to pay sales taxes
7 associated with the transaction.

8 101. Therefore, Defendants’ representations as described in Paragraph 99 are or have
9 been false or misleading, or were not substantiated at the time the representations were made,
10 and the making of the representations constitutes a deceptive act or practice in violation of
11 Section 5 of the FTC Act, 15 U.S.C. § 45(a).

12 **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS’ CONFIDENCE ACT**

13 102. In 2010, Congress passed the Restore Online Shoppers’ Confidence Act,
14 15 U.S.C. §§ 8401 et seq., which became effective on December 29, 2010. In passing ROSCA,
15 Congress declared that “[c]onsumer confidence is essential to the growth of online commerce.
16 To continue its development as a marketplace, the Internet must provide consumers with clear,
17 accurate information and give sellers an opportunity to fairly compete with one another for
18 consumers’ business.” Section 2 of ROSCA, 15 U.S.C. § 8401.

19 103. Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging consumers
20 for goods or services sold in transactions effected on the Internet through a negative option
21 feature, as that term is defined in the Commission’s Telemarketing Sales Rule (“TSR”),
22 16 C.F.R. § 310.2(w), unless the seller, among other things, provides text that clearly and
23 conspicuously discloses all material terms of the transaction before obtaining the consumer’s
24
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1 billing information, obtains the consumer's express informed consent for the charges, and
2 provides simple mechanisms for a consumer to stop recurring charges. *See* 15 U.S.C. § 8403.

3 104. The TSR defines a negative option feature as a provision in an offer or agreement
4 to sell or provide any goods or services "under which the customer's silence or failure to take an
5 affirmative action to reject goods or services or to cancel the agreement is interpreted by the
6 seller as acceptance of the offer." 16 C.F.R. § 310.2(w).

7 105. As described in Paragraphs 10, 55 through 65 above, Defendants have advertised
8 and sold subscription services through a negative option feature as defined by the TSR.
9 16 C.F.R. § 310.2(w).

10 106. Pursuant to Section 5 of ROSCA, 15 U.S.C. § 8404, a violation of ROSCA is
11 treated as a violation of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.

12 **COUNT II – Failure to Clearly and Conspicuously Disclose Material Terms Before**
13 **Obtaining the Consumer's Billing Information**

14 **(By Plaintiff Federal Trade Commission)**

15 107. In numerous instances, in connection with charging consumers for goods or
16 services sold in transactions effected on the Internet through a negative option feature, as set
17 forth in Paragraphs 22 through 77 above, Defendants have failed to clearly and conspicuously
18 disclose before obtaining the consumer's billing information all material transaction terms,
19 including, the following terms:

- 20 a. The existence and amount of a "Taxes & fees" charge that has been added to
21 the price of a consumer's order;
- 22 b. The date by which the consumer must cancel their AutoRefill subscription or
23 cancel or change their AutoRefill order to avoid being charged for an
24 upcoming shipment; and

1 c. The method by which the consumer may cancel their AutoRefill subscription
2 or future AutoRefill order.

3 108. Defendants' acts or practices, as described in Paragraph 107, violate Section 4 of
4 ROSCA, 15 U.S.C. § 8403.

5 **COUNT III – Failure to Obtain Express Informed Consent**

6 **(By Plaintiff Federal Trade Commission)**

7 109. In numerous instances, in connection with charging consumers for goods or
8 services sold in transactions effected on the Internet through a negative option feature, as set
9 forth in Paragraphs 22 through 77 above, Defendants have failed to obtain a consumer's express
10 informed consent before charging the consumer's credit card, debit card, bank account, or other
11 financial account for the transaction.

12 110. Defendants' practices, as set forth in Paragraph 109, violate Section 4 of ROSCA,
13 15 U.S.C. § 8403.

14 **VIOLATIONS OF THE GRAMM-LEACH-BLILEY ACT**

15 111. Section 521 of the GLB Act, 15 U.S.C. § 6821, became effective on November
16 12, 1999, and remains in full force and effect. Section 521(a)(2) of the GLB Act, 15 U.S.C.
17 § 6821(a), prohibits any person from "obtain[ing] or attempt[ing] to obtain . . . customer
18 information of a financial institution relating to another person . . . by making a false, fictitious,
19 or fraudulent statement or representation to a customer of a financial institution."

20 112. The GLB Act defines "customer" to mean, "with respect to a financial institution,
21 any person (or authorized representative of a person) to whom the financial institution provides a
22 product or service, including that of acting as a fiduciary." 15 U.S.C. § 6827(1). The GLB Act
23 defines "customer information of a financial institution" as "any information maintained by or
24
25

1 for a financial institution which is derived from the relationship between the financial institution
2 and a customer of the financial institution and is identified with the customer.” 15 U.S.C.
3 § 6827(2).

4 113. Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a), empowers the FTC to
5 enforce Section 521 of the GLB Act “in the same manner and with the same power and authority
6 as the [FTC] has under the Fair Debt Collection Practices Act [(‘FDCPA’)] . . . to enforce
7 compliance with such Act.”

8 114. Section 814(a) of the FDCPA, in turn, makes a violation of the FDCPA an unfair
9 or deceptive act or practice in violation of the FTC Act. 15 U.S.C. § 1692l(a). Section 814(a) of
10 the FDCPA further provides that all of the functions and powers of the FTC under the FTC Act
11 are available to the FTC to enforce compliance by any person with the FDCPA, including the
12 power to enforce provisions of the FDCPA in the same manner as if the violation had been a
13 violation of an FTC trade regulation rule.

14 115. Thus, pursuant to Section 522(a) of the GLB Act, the FTC may enforce Section
15 521 of the GLB Act in the same manner as if a violation of the GLB Act were a violation of an
16 FTC trade regulation rule.

17 116. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to grant such
18 relief as the Court finds necessary to redress injury to consumers resulting from violations of any
19 rule promulgated under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(B).
20 Accordingly, Section 19 of the FTC Act, 15 U.S.C. § 57b, also authorizes this Court to grant
21 such relief as the Court finds necessary to redress injury to consumers resulting from violations
22 of the GLB Act.

Count IV – Use of False, Fictitious, or Fraudulent Statements to Obtain or Attempt to Obtain Customer Information of a Financial Institution

(By Plaintiff Federal Trade Commission)

117. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of contact lenses, including through the means described in Paragraphs 6 through 11, and 22 through 54, above, Defendants have made false, fictitious, or fraudulent statements or representations to a customer of a financial institution, to obtain or attempt to obtain, or cause to be disclosed, or attempt to cause to be disclosed to any person, customer information of a financial institution, such as bank account, credit card, and debit card numbers, including by representing, directly or indirectly, expressly or by implication that:

- a. Consumers can purchase contact lenses at specific prices; and
- b. Lens.com charges no hidden fees.

118. Therefore, Defendants' acts and practices as described in Paragraph 117 violate Section 521(a) of the GLB Act, 15 U.S.C. § 6821(a).

VIOLATIONS OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT

119. Plaintiff State of Nevada repeats and realleges each and every preceding allegation as if fully set forth herein.

120. Pursuant to Nev. Rev. Stat. § 0.039, each of the Defendants are a "person" for purposes of the Nevada DTPA.

121. Defendants sell contact lenses to Nevada consumers, and Nevada consumers have seen Defendants' advertisements online, including on the Defendants' www.lens.com website and have submitted purchase orders through that website.

Count V – Violations of Nevada Revised Statute § 598.0915(9)**(By Plaintiff State of Nevada)**

122. Nev. Rev. Stat. § 598.0915(9) states that a person engages in a deceptive trade practice by advertising goods or services with intent not to sell or lease them as advertised.

123. As alleged herein, the Defendants routinely advertise a specific price per box of contact lenses, and also advertise that there are no hidden fees. In reality, no consumer can actually purchase contact lenses from the Defendants for the advertised price, because all consumers pay an additional mandatory “Taxes & fees” charge that is not adequately disclosed during the purchasing process.

124. The stark contrast between the advertised price, which does not disclose mandatory taxes and fees, and the actual total price that is discovered later demonstrates that Defendants are advertising contact lenses for sale at a lower price than Defendants intend to actually charge. Therefore, each resulting sale of contact lenses to a Nevada consumer constitutes a violation of Nev. Rev. Stat. § 598.0915(9).

Count VI – Violations of Nevada Revised Statute § 598.0923(1)(b)**(By Plaintiff State of Nevada)**

125. Pursuant to Nev. Rev. Stat. § 598.0923(1)(b), a person engages in a deceptive trade practice when, in the course of their business, they knowingly fail to disclose a material fact in connection with the sale or lease of goods or services. Defendants have failed to disclose material facts in at least two distinct ways.

126. First, the Defendants’ mandatory taxes and fees are material facts because they substantially increase the total cost of an order for contact lenses, but the Defendants routinely advertise a specific price without disclosing the nature or amounts of the additional, mandatory

1 taxes and fees until late in the purchasing process, if at all. Therefore, each resulting sale of
2 contact lenses to a Nevada consumer that has not adequately disclosed these mandatory taxes and
3 fees constitutes a violation of Nev. Rev. Stat. § 598.0923(1)(b).

4 127. Second, the Defendants' subscription cancellation policy for the AutoRefill
5 program is a material fact, because consumers that might consider cancelling their subscription
6 find it challenging to cancel the subscription in a timely manner so as to avoid the next automatic
7 shipment and substantial processing fees charged by Defendants. Therefore, each subscription
8 enrollment by a Nevada consumer, and each resulting sale of contact lenses to a Nevada
9 consumer based on their enrollment in the AutoRefill program, constitutes a violation of Nev.
10 Rev. Stat. § 598.0923(1)(b).

11 **Count VII – Violations of Nevada Revised Statute § 598.0923(1)(c)**

12 **(By Plaintiff State of Nevada)**

13 128. Pursuant to Nev. Rev. Stat. § 598.0923(1)(c), a person engages in a deceptive
14 trade practice by, in the course of their business, knowingly violating a state or federal statute or
15 regulation relating to the sale or lease of goods or services.

16 129. As alleged herein, Defendants have engaged in several violations of (i) Section
17 5(a) of the FTC Act, 15 U.S.C. § 45(a), (ii) ROSCA, 15 U.S.C. §§ 8401 *et seq.*, and/or (iii) the
18 GLB Act, 15 U.S.C. § 6821, in the course of conducting their business, and thus have violated
19 Nev. Rev. Stat. § 598.0923(1)(c).

20 130. Therefore, each of the Defendants' acts or practices which violate a state or
21 federal statute or regulation relating to the sale or lease of goods or services is a violation of Nev.
22 Rev. Stat. § 598.0923(1)(c).

VIOLATIONS OF THE UTAH CSPA

131. Section 4(1) of the Utah CSPA, Utah Code § 13-11-4(1), prohibits suppliers from engaging in “deceptive act[s] or practice[s] in connection with a consumer transaction . . . whether the deceptive act occurs before, during, or after the transaction.”

132. Under the Utah CSPA, a “supplier” includes “a seller, . . . offeror, . . . or other person who regularly solicits, engages in, or enforces consumer transactions, whether or not the person deals directly with the consumer.” *Id.* § 13-11-3(5).

133. The Utah CSPA defines a “consumer transaction” to include “a sale . . . or other written or oral transfer or disposition of goods, services, or other property, both tangible and intangible . . . to, or apparently to, a person for . . . primarily personal, family, or household purposes.” *Id.* § 13-11-3(2)(a).

134. As described in this Complaint, Defendants offer and sell contact lenses to consumers for personal use in the State of Utah.

Count VIII – Deceptive Acts and Practices, Utah Code § 13-11-1, *et seq.*

(by Plaintiff Utah Division of Consumer Protection)

135. By engaging in the conduct alleged in the Paragraphs 4-95 of this Complaint, Defendants commit or have committed deceptive acts and practices, including by making or causing (whether directly or indirectly, explicitly or by implication) misrepresentations or omissions of material facts to Utah consumers in connection with their transactions for contact lenses. These deceptive acts and practices include the following.

- a. Failing to disclose, or failing to adequately disclose, the actual price that Lens.com charges consumers for contact lenses, inclusive of mandatory fees;

- b. Advertising that consumers can purchase contact lenses at a specific price, while the actual price is substantially higher than the advertised price due to the inclusion of mandatory fees;
- c. Advertising that Lens.com does not charge hidden fees, despite charging mandatory hidden fees;
- d. Failing to disclose, or failing to adequately disclose, the date by which a consumer must cancel their AutoRefill subscription or cancel or change their AutoRefill order to avoid being charged for an upcoming shipment;
- e. Failing to disclose, or failing to adequately disclose, how consumers may cancel their AutoRefill subscription; and
- f. Enrolling consumers in AutoRefill subscriptions through a negative option feature without disclosing, or adequately disclosing, material transaction terms.

136. By engaging in such deceptive acts and practices, Defendants have violated the Utah CSPA. Utah Code § 13-11-4.

VIOLATIONS OF THE UTAH ARCA

137. Section 201 of the Utah ARCA, Utah Code § 13-70-201, requires that “a person who provides an individual a product or service under a contract with an automatic renewal provision shall provide a notice to the individual, at least 30 but not more than 60 days before the day on which the automatic renewal provision renews, that clearly and conspicuously discloses: (a) the renewal date, (b) the total renewal cost; and (c) options for cancellation of the contract.”

1 138. The Utah ARCA defines an “automatic renewal provision” as “a provision under a
2 contract that is automatically renewed at the end of a definite, paid term for a subsequent, paid
3 term that is longer than 45 days.” *Id.* § 13-70-101(1).

4 139. Under the Utah ARCA, to “clear and conspicuous[ly] disclose” means to disclose
5 “in print . . . in larger font than the surrounding text; in contrasting type, font, or color to the
6 surrounding text of the same size; or in a manner set off from the surrounding text of the same
7 size by symbols or other marks that clearly call attention to the language . . .” *Id.* § 13-70-101(2).

8 140. As described in this Complaint, Defendants’ AutoRefill program incorporates and
9 enforces an automatic refill provision. The automatic refill provision automatically renews Utah
10 consumers’ prescription refills for additional 3-, 6-, or 12-month terms.

11 **Count IX – Violations of Utah ARCA, Utah Code § 13-70-101 *et seq.***

12 **(by Plaintiff Utah Division of Consumer Protection)**

13 141. Defendants failed to provide consumers enrolled in the AutoRefill program with
14 timely, clear, and conspicuous notice before automatic refills occurred under the program’s
15 automatic refill provision. Specifically, Defendants did not provide adequate notice of one or
16 more of the following: (a) the renewal date, (b) the total cost of the renewal, and (c) how the
17 consumer could cancel.

18 **CONSUMER INJURY**

19 142. Consumers are suffering, have suffered, and will continue to suffer substantial
20 injury as a result of Defendants’ violations of the FTC Act, ROSCA, the GLB Act, the Nevada
21 DTPA, the Utah CSPA, and the Utah ARCA. Absent injunctive relief by this Court, Defendants
22 are likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, the Plaintiffs request that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act, ROSCA, the GLB Act, the Nevada DTPA, the Utah CSPA, and the Utah ARCA;
- B. Award monetary and other relief within the Court's power to grant pursuant to the FTC Act, ROSCA, the GLB Act, the Nevada DTPA, the Utah CSPA, and the Utah ARCA;
- C. Award the State of Nevada civil penalties pursuant to the Nevada DTPA;
- D. Award the Division fines and civil penalties pursuant to the Utah CSPA and the Utah ARCA, as well as attorneys' fees and expenses;
- E. Declare the automatic renewal provisions void under the Utah ARCA; and
- F. Award any additional relief as the Court determines to be just and proper.

1 Respectfully submitted,

2
3 Dated: October 2, 2026

/s/ Kristin M. Williams

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