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CASE# CV2018-011370	
CIVIL NEW COMPLAINT	333.00
TOTAL AMOUNT	0.00

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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, *ex rel.* MARK
 11 BRNOVICH, Attorney General,
 12 Plaintiff,
 13 v.
 14 PEARL BRIDAL PHX, LLC, an Arizona
 15 limited liability company; and ERICA
 16 MILTENBERGER and TYSON
 17 MILTENBERGER, husband and wife,
 18 Defendants.

Case No: CV 2018-011370
**CIVIL COMPLAINT FOR
 INJUNCTIVE AND OTHER RELIEF**
 (Non Classified: Consumer Fraud)

19 Plaintiff State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"),
 20 for its Civil Complaint for Injunctive and Other Relief (the "Complaint") against
 21 defendants Pearl Bridal PHX, LLC, an Arizona limited liability company, Erica
 22 Miltenberger and Tyson Miltenberger, alleges the following:

23 **PARTIES / JURISDICTION / VENUE**

24 1. The State brings this action pursuant to the Arizona Consumer Fraud Act,
 25 Ariz. Rev. Stat. ("A.R.S.") §§ 44-1521 to 44-1534 (the "Consumer Fraud Act") to obtain
 26 injunctive relief, restitution, disgorgement of profits, gains, and gross receipts, civil

1 penalties, attorneys' fees and costs, investigative expenses and other relief to prevent the
2 unlawful acts and practices alleged in this Complaint, and to remedy the consequences of
3 past unlawful acts and practices.

4 2. The Consumer Fraud Act authorizes the State to bring this action.

5 3. Pearl Bridal PHX ("Pearl Bridal") is an Arizona limited liability company
6 that conducted business in Arizona from at least August 15, 2017, to May 13, 2018.

7 4. At all times relevant to this Complaint, Defendant Erica Miltenberger was
8 an owner and managing member of Pearl Bridal.

9 5. At all times relevant to this Complaint, Erica Miltenberger directed and
10 actively participated in the unlawful activities described in this Complaint both as an
11 individual and through the operation of Pearl Bridal.

12 6. On information and belief, at all times relevant to this Complaint, Erica
13 Miltenberger resided in and operated Pearl Bridal in Maricopa County, Arizona.

14 7. At all times relevant to this Complaint, Defendant Tyson Miltenberger was
15 an owner of Pearl Bridal.

16 8. At all times relevant to this Complaint, Defendant Tyson Miltenberger
17 oversaw the marketing and advertising conducted by Pearl Bridal and actively
18 participated in the unlawful activities described in this Complaint.

19 9. On information and belief, at all times relevant to this Complaint, Tyson
20 Miltenberger resided in and operated Pearl Bridal in Maricopa County, Arizona.

21 10. On information and belief, at all times relevant to this Complaint, Erica
22 Miltenberger and Tyson Miltenberger were married, and were acting on behalf of and for
23 the benefit of their marital community.

24 11. All events, acts and practices described in, and relevant to, this Complaint
25 took place in Maricopa County, Arizona.

26

1 22. The brides-to-be were shown a few dozen wedding dresses, and encouraged
2 to try on some of these dresses.

3 23. Consumers were repeatedly told by Erica Miltenberger or Pearl Bridal
4 employees that the dresses on display were designed by Pearl Bridal and that the dresses
5 purchased by consumers would be similar dresses, custom-made-to-order in-house by
6 Pearl Bridal and/or Erica Miltenberger.

7 24. The Defendants enticed consumers with discounted prices for their
8 wedding apparel, consistently claiming that they were giving consumers discounts of
9 70% or more.

10 26. Once the consumers had selected dresses they wished to order, Defendants
11 Pearl Bridal and Erica Miltenberger demanded full payment up-front.

12 27. Defendants Erica Miltenberger and Pearl Bridal took consumers'
13 prepayments and told consumers that the wedding dresses and other apparel would take a
14 long time to make, typically 6-9 months.

15 28. Defendants Erica Miltenberger and Pearl Bridal usually provided
16 consumers with a date that their apparel would be available, but frequently failed to
17 provide the wedding apparel by the specified date and requested additional time to
18 complete the orders.

19 29. By May 13, 2018, Defendant Pearl Bridal had collected more than
20 \$277,000 in prepayments for wedding apparel that had not been delivered to consumers.

21 30. Pearl Bridal had collected this enormous amount of consumer prepayments
22 through deceptive and unfair business practices.


23 31. The pictures on the Defendants' website and on the solicitations they
24 posted on social media and emailed to consumers were actually dresses produced by
25 other designers, and not designed by an in-house designer working for Pearl Bridal.
26

1 32. On information and belief, Pearl Bridal also did not sell the dresses pictured
2 on the Defendants' website or in the solicitations they posted on social media and
3 emailed to consumers.

4 33. At least some of the glowing, online reviews of Pearl Bridal were posted by
5 the Defendants and their agents, who falsely represented themselves as actual consumers
6 providing objective reviews.

7 34. For example, Defendant Erica Miltenberger posted the following five-star
8 review under the username "Erica M." in October of 2017:

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10
11




Erica M.
Washougal, WA
0 friends
10 reviews
7 photos

★★★★★ 10/6/2017
Peyton was great! She helped me find my dream dress. This bridal shop was lots of fun and made our experience very unique.

12 35. As another example, Defendant Tyson Miltenberger posted the following
13 five-star reviews under the username "Tyson M." in August of 2017 and February of
14 2018:


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16
17
18



Tyson M.
Washougal, WA
0 friends
3 reviews

★★★★★ 8/3/2017
My experience with my sister was over the top! If you are into the show "Say yes to the Dress" you'll absolutely love this place. After getting served our Mimosas on arrival we went back into their consultation room where they got to know us and what we were looking for. My sister found the dress of her dreams, not to mention that she got to meet the designer that designed her dress. Payton the stylist helped so much and the styles and quality of the dresses were very good. This place was on point! The Mimosas man, who shares my name didn't let us down. If you're in the market for your dress I highly recommend this place. I never leave reviews, but I just had to with my experience here.

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Tyson M.
Washougal, WA
166 friends
24 reviews
16 photos

★★★★★ 2/21/2018 · Updated review
Updated Review: Went in two weeks ago with my sister to pick up her dress and looked fabulous and came in two weeks before it was supposed to. We got the same service as we did before, but this time we enjoyed Spritzers with fresh raspberries. I've never experienced such warm welcoming service and I can see Pearl Bridal just growing and growing. The updates in the shop were really nice too. Shabby Chic to a T. Thank you Melody for making our experience pure awesome! I will recommend to everyone!!!

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★★★★★ 9/30/2017 · Previous review
It was the mimosa's, the service and the dress that all came together to have my sister find the dress of her dreams. Seriously the best experience that I've had. We went to a couple of other bridal shops down the street and just felt that they didn't deliver. Thanks Pearl Bridal for your help in making sissy's dream come true!!! Read less

1 36. Pearl Bridal also combated real consumer reviews with false information,
2 arguing that "Erica Kristine" was the designer of the dresses and that the dresses took 6-9
3 months to arrive because, as Defendants repeatedly claimed in their advertising, they
4 were "all custom dresses."

5 37. Instead, at least the majority of the dresses that Defendants Pearl Bridal and
6 Erica Miltenberger provided to consumers were ordered from mass production facilities
7 in China.

8 38. The dresses were not what consumers ordered, they were not custom-made,
9 and most of the consumers who received dresses also had to make significant alterations
10 for the dresses to even be wearable.

11 39. Despite the ongoing failures to timely fulfill orders and provide the
12 merchandise as advertised, Defendants Pearl Bridal and Erica Miltenberger continued to
13 accept prepayments from additional consumers and continued to advertise custom-made
14 dresses into May of 2018.

15 40. On or about May 14, 2018, the Defendants abruptly closed their store in
16 Phoenix and replaced the advertising on their website with a message informing
17 consumers that Pearl Bridal had closed.

18 41. The Defendants attributed the closure of Pearl Bridal to "bad reviews," but
19 promised that they would still be "shipping bridal gowns to [each consumer's] address."

20 42. At the time of closing, the Defendants had accepted at least \$277,000 in
21 prepayments for at least 286 orders that were never delivered to consumers.

22 43. After the closure, at least 286 consumers did not receive refunds of their
23 prepayments or the merchandise that they paid for, and those who received any
24 merchandise at all, received poor-quality, mass-produced dresses that were not what they
25 had ordered.

26

1 f. Failing to issue refunds of prepayments to consumers after Defendants
2 Erica Miltenberger and Pearl Bridal knew or should have known that the orders
3 placed by consumers would not be fulfilled.

4 48. Defendants Erica Miltenberger, Tyson Miltenberger, and Pearl Bridal
5 engaged in deceptive and unfair acts and practices in connection with the sale and
6 advertisement of merchandise by employing or directing others to employ the following
7 practices:

8 a. Misrepresenting to consumers that the wedding gowns sold by Pearl
9 Bridal were custom gowns and were designed by Pearl Bridal, when many of the
10 gowns were mass produced overseas and not designed by Pearl Bridal;

11 b. Advertising Pearl Bridal using photos of wedding dresses that were not
12 designed or sold by Pearl Bridal;

13 c. Advertising Pearl Bridal using false statements or fake consumer reviews
14 posted by individuals acting on behalf of Pearl Bridal; and

15 d. Advertising merchandise that the Defendants knew or should have
16 known would never be provided to the consumer or would not be provided within
17 a commercially reasonable time.

18 49. The Defendants' acts, practices, and conduct described in the preceding
19 paragraphs were deceptive, unfair, or constituted fraud, false pretenses, false promises,
20 misrepresentations, or concealments, suppressions, or omissions of material facts to
21 consumers under A.R.S. § 44-1522(A).

22 50. At all relevant times, the Defendants knew or should have known that the
23 deceptive and unfair practices described in the preceding paragraphs were of the nature
24 prohibited by the Consumer Fraud Act, and, therefore, the Defendants acted willfully, as
25 defined by A.R.S. § 44-1531(B), while engaging in the acts, practices, and conduct
26 described in this Complaint.

1 of any unlawful act or practice as alleged in this Complaint, to be paid to the State for
2 deposit in the consumer remediation subaccount of the consumer restitution and
3 remediation revolving fund;

4 4. Pursuant to A.R.S. § 44-1531, order Defendants, jointly and severally, to
5 pay the State a civil penalty of not more than \$10,000 for each willful violation of the
6 Arizona Consumer Fraud Act;

7 5. Pursuant to A.R.S. § 44-1534, order Defendants, jointly and severally, to
8 reimburse the Attorney General for the costs of investigation and reasonable attorneys'
9 fees; and

10 6. Order such other relief as the Court deems just and proper.

11 DATED this 19th day of September, 2018.

12 MARK BRNOVICH,
13 ATTORNEY GENERAL

14 BY: /s/ Mitchell Allee
15 Mitchell W. Allee
16 Assistant Attorney General
17 *Attorney for State of Arizona*

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