

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

RECEIVED  
ATTORNEY GENERAL OF OHIO

APR 27 2021

STATE OF OHIO  
IN THE MATTER OF:  
WAYNE ROGERS

)  
)  
)  
)  
)

DOCKET NO. 595546

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 27<sup>th</sup> day of April, 2021 by Wayne Rogers ("Supplier") and Dave Yosi, Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Supplier" means Wayne Rogers, personally and individually, his managers, successors, or assigns and all persons acting in concert or participation with him, directly or indirectly, through any corporate device, partnership, association or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Supplier has engaged in acts and practices which violate the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., has investigated Supplier pursuant to the authority granted him pursuant to R.C. 1345.06, and:

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F) enter into and accept an Assurance of Voluntary Compliance, and:

WHEREAS, this is an Assurance in writing by Supplier of his intent to conduct his business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.; and

WHEREAS, Supplier, desiring to comply with all aspects of the CSPA, hereby voluntarily enters into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his office of Wayne Roger's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Supplier agrees to comply with all the terms of this Assurance and to conduct his business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its substantive rules.

#### **BACKGROUND AND STATEMENT OF FACTS**

- (4) Wayne Rogers is an online seller of disinfecting sprays, disinfecting cleaners, and other products who resides at 6242 Sharlene Drive, Cincinnati, Ohio 45248.
- (5) Wayne Rogers is a "supplier" as that term is defined in R.C. 1345.01(C) as he has been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling disinfecting sprays, disinfecting cleaners, antibacterial soap, hand sanitizer, and other products to individuals in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
- (6) Supplier operates an online business in which he acquires a variety of products, including disinfecting sprays, disinfecting cleaners, antibacterial soap, and hand sanitizer, and resells those products to the general public via the online platforms eBay and Bonanza.

- (7) Early in 2020, COVID-19, a highly communicable and dangerous contagion, arrived in the United States and began to spread.
- (8) In the face of these developments and developments on a national level, Ohioans and people across the nation became increasingly frightened.
- (9) This fear prompted many citizens to bolster their personal supplies of products they believed might be needed and/or in short supply if the crisis continued to worsen. Those products included disinfecting wipes, hand sanitizers, respirator masks, and even toilet paper.
- (10) In February, disinfecting sprays, disinfecting cleaners, antibacterial soap, and hand sanitizer could still be purchased from retailers such as Kroger and Meijer with no significant change in price over the previous month.
- (11) Supplier purchased large amounts of these products from retailers such as Kroger and Meijer with the intention to resell them online via eBay and Bonanza.
- (12) In the aggregate, mass purchases of these items by Supplier and others who sought to resell necessary pandemic-related products led to a shortage of the products, driving up demand.
- (13) Supplier increased the prices of the disinfecting sprays, disinfecting cleaners, antibacterial soap, and hand sanitizer by as much as 1,007%.
- (14) For example, in 2020, before the State of Ohio declared a State of Emergency, Supplier could purchase two, 32-ounce Microban Disinfectant Sprays from Kroger for \$10.58. Supplier sold this item for \$106.52 on April 21, 2020.

(15) In total, Supplier made \$3,386.87 more by selling disinfecting sprays, disinfecting cleaners, antibacterial soap, and hand sanitizer at inflated prices than he would have by selling products at a 100% profit price.

(16) Supplier committed unfair, deceptive, and unconscionable acts and practices in violation of R.C. 1345.02 and R.C. 1345.03 by offering disinfecting sprays, disinfecting cleaners, antibacterial soap, and hand sanitizer for sale at substantially increased prices in light of a national health crisis.

(17) Supplier committed unconscionable acts and practices in violation of R.C. 1345.03(A), as set forth in 1345.03(B)(5), by requiring consumers to enter into transactions that Supplier knew were substantially one-sided in favor of Supplier.

#### **COMPLIANCE PROVISIONS**

(18) Supplier shall not violate the CSPA, R.C. 1345.01, *et seq.*, and specifically shall not engage in unfair, deceptive or unconscionable acts or practices under R.C. 1345.02 and R.C. 1345.03, by inflating the price of goods during times of widespread fear and panic.

#### **GENERAL PROVISIONS**

(19) By accepting this written Assurance, the Attorney General agrees to terminate his current investigation into Supplier's business practices occurring prior to the date of this Assurance, relative to Supplier's practices of inflating the sales price of goods during a national health crisis as set forth in paragraphs (4) through (17) above.

(20) Supplier understands and agrees that this Assurance applies to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.

(21) This Assurance shall be governed by laws of the State of Ohio.

- (22) This Assurance is entered into by Wayne Rogers of his own free and voluntary act, upon advice of counsel and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (23) This Assurance does not constitute an approval by the Attorney General of any of Supplier's business practices, and Supplier shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of his business practices.
- (24) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supersedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
- (25) The Parties hereto acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (26) Wayne Rogers shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office regarding Supplier's conduct occurring prior to or after the Effective Date of this Assurance, brought by consumers known at the time or discovered after entering into this Assurance.

(27) This Assurance constitutes a public record and shall be placed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).

(28) This Assurance shall in no way exempt Supplier from any other obligation imposed by law, and nothing contained herein shall relieve him of any legal responsibility for any acts or practices he engaged in other than those specifically addressed by this Assurance.

(29) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Supplier under any legal authority granted to the Ohio Attorney General:

- a. With respect to the transactions which are the subject of this enforcement action if the terms of the Assurance are not fully obeyed, or.
- b. With respect to transactions or occurrences which are not the subject of this Assurance.

#### **PAYMENT TO THE STATE AND RESTITUTION**

(30) As part of the consideration for the termination of this investigation, Supplier shall pay Three Thousand Dollars (\$3,000.00) to the Attorney General as reimbursement for investigative and administrative costs associated with this matter. This payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided in R.C. 1345.51.

(31) Payment in paragraph 30 shall be due upon the execution of this Assurance and shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office," and containing the code "CPS" in the memo line," to:

**Financial Specialist  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

PENALTIES FOR FAILURE TO COMPLY

(32) The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce the terms of this Assurance against Suppliers and the Court shall apply applicable standards of law to determine damages for any subsequent violations which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.

(33) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA and its Substantive Rules, by Suppliers. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 *et seq.*, if presented after the violation in an action brought under the CSPA, R.C. 1345.01 *et seq.*

WHEREFORE, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

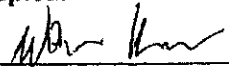
DAVE YOST  
OHIO ATTORNEY GENERAL

By: 

Date: 4/27/21

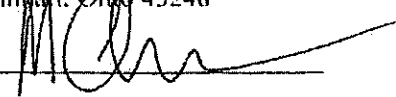
Lisa M. Treleven (0086628)  
Assistant Attorney General  
411 Vine Street, 17<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Phone: (513) 852-1527  
[Lisa.Treleven@OhioAttorneyGeneral.gov](mailto:Lisa.Treleven@OhioAttorneyGeneral.gov)  
*Counsel for Plaintiff, State of Ohio*

Accepted:

By: 

Date: 21 Apr 21

Wayne Rogers  
6242 Sharlene Drive  
Cincinnati, Ohio 45248

By: 

Date: 4/21/21

Mike O'Connor  
*Counsel for Supplier*