

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

STATE OF OHIO )  
 )  
IN THE MATTER OF: ) DOCKET NO. 589781  
DAVID BROWN AND )  
DAVESDEALSFORYOU, LLC )

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 12th day of August, 2021 by David Brown and DavesDealsForYou, LLC ("Suppliers") and Dave Yost, Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Suppliers" means David Brown, personally and individually, and DavesDealsForYou, LLC, their managers, successors, or assigns and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, association or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers have engaged in acts and practices which violate the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., has investigated Suppliers 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 Suppliers of their intent to conduct their 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

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

AUG 12 2021

**WHEREAS**, Suppliers, desiring to comply with all aspects of the CSPA, hereby voluntarily enter 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 Consumer Protection Section of David Brown and DavesDealsForYou, LLC's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its substantive rules.

**BACKGROUND AND STATEMENT OF FACTS**

- (4) David Brown is an online seller of hand sanitizer, masks, and other products who resides at 880 Hamlet Drive, Xenia, OH 45385.
- (5) At all times relevant to this Assurance, David Brown owned and operated DavesDealsForYou, LLC.
- (6) David Brown and DavesDealsForYou, LLC are "suppliers" as that term is defined in R.C. 1345.01(C) as they have been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling hand sanitizer and mask 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).

- (7) Suppliers operate an online business in which they acquire a variety of products, including hand sanitizer and masks, and resell those products to the general public via the online platform Amazon.
- (8) Early in 2020, COVID-19, a highly communicable and dangerous contagion, arrived in the United States and began to spread.
- (9) In the face of these developments and developments on a national level, Ohioans and people across the nation became increasingly frightened.
- (10) 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.
- (11) In February, hand sanitizer and mask products could still be purchased from retailers such as Lowe's and Dollar Tree with no significant change in price over the previous month.
- (12) Suppliers regularly purchased large amounts of these products from retailers such as Lowes and Dollar Tree with the intention to resell them online via Amazon.
- (13) In the aggregate, mass purchases of these items by Suppliers and others who sought to resell necessary pandemic-related products led to a shortage of the products, driving up demand.
- (14) Suppliers increased the prices of the hoarded hand sanitizer and masks over pre-emergency retail market prices by an average of 386%.
- (15) For example, in January of 2020, before COVID-19 had created a national health crisis, the average sales price of a 10-pack of 3M 8511 respirator, N95 sold on Amazon

for an average of \$13.67 per package. Suppliers sold this item for \$59.33 in February and March.

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

(17) Suppliers 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 Suppliers knew were substantially one-sided in favor of Suppliers.

#### **COMPLIANCE PROVISIONS**

(18) Suppliers 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 Suppliers' business practices occurring prior to the date of this Assurance, relative to Suppliers' practices of inflating the sales price of goods during a national health crisis as set forth in paragraphs (4) through (16) above.

(20) Suppliers understand and agree 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 David Brown and DavesDealsForYou, LLC of their 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 Suppliers' business practices, and Suppliers 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 their business practices.
- (24) This Assurance sets forth the entire agreement between the Attorney General and Suppliers 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) David Brown and DavesDealsForYou, LLC shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office regarding Suppliers' 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 Suppliers from any other obligation imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices they 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 Suppliers 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**

(30) As part of the consideration for the termination of this investigation, Suppliers shall pay Three Thousand Five Hundred Dollars (\$3,500.00) 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

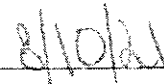
Accepted:

DAVE YOST  
OHIO ATTORNEY GENERAL

By: \_\_\_\_\_



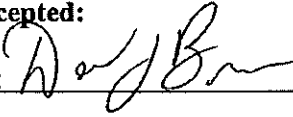
Date: \_\_\_\_\_



Lisa M. Treleven (0086628)  
Assistant Attorney General  
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Phone: (513) 852-1527  
[Lisa.Treleven@OhioAttorneyGeneral.gov](mailto:Lisa.Treleven@OhioAttorneyGeneral.gov)  
*Counsel for Plaintiff, State of Ohio*

**Accepted:**

By:  \_\_\_\_\_

Date: 7-21-21

David Brown  
880 Hamlet Drive  
Xenia, OH 45385

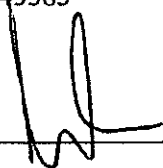
**Accepted:**

By:  \_\_\_\_\_

Date: 7-21-21

David Brown  
Owner, DavesDealsForYou LLC  
880 Hamlet Drive  
Xenia, OH 45385

**Accepted:**

By:  \_\_\_\_\_

Date: 7/21/21

John Leahy  
*Counsel for Suppliers*