

**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION**

IN THE MATTER OF:)	DOCKET NO. 597779
)	
The Stinson Group, LLC dba)	
Ivory Paper Co; Alitzah Stinson,)	
Individually and dba Ivory Paper Co; and)	
Brandon Jamal Stinson Schmidt,)	
Individually and dba Ivory Paper Co)	

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("AVC") is entered into this 13th day of Oct., 2021 by and between Alitzah Evans Stinson, individually and doing business as Ivory Paper Co, Brandon Jamal Stinson Schmidt, individually and doing business as Ivory Paper Co, and The Stinson Group LLC dba Ivory Paper Co (collectively "Suppliers") and Dave Yost, Attorney General of the State of Ohio ("Attorney General"). For purposes of this AVC, "Suppliers" includes Alitzah Evans Stinson and Brandon Jamal Stinson Schmidt, both individually, and The Stinson Group LLC, and their salespersons, employees, successors or assigns.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers may have engaged in acts and practices which violate Chapter 1345 of the Revised Code ("Consumer Sales Practices Act"), has conducted an investigation pursuant to the authority granted him by R.C. 1345.06; and

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an AVC; and

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OCT 15 2021

CONSUMER PROTECTION SECTION
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WHEREAS, this AVC is an assurance in writing by Suppliers of their intent to conduct business in a manner designed to comply with the provisions of the Consumers Sales Practices Act ("CSPA") and its Substantive Rules; and

WHEREAS, Suppliers, desiring to comply with all aspects of the CSPA and its Substantive Rules, hereby voluntarily enter into this AVC with the Attorney General.

WHEREAS, Suppliers are voluntarily entering into this Assurance to resolve this investigation and avoid the expense and other costs of an ongoing investigation and potential litigation. This AVC does not constitute, nor shall it be construed, as an admission of any violation of any state or federal law.

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 indicated on the first page of this AVC.
- (2) By accepting this written AVC, the Attorney General agrees to terminate the current investigation of Suppliers' business practices and actions occurring on or before the Effective Date of this AVC.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this AVC, including all financial provisions, and to conduct any future business in compliance with all applicable Ohio laws, including without limitation, the CSPA, R.C. 1345.01 et seq. and its Substantive Rules.

BACKGROUND AND STATEMENT OF FACTS

1. Supplier Alitzah Evans Stinson and Supplier Brandon Jamal Stinson Schmidt own and operate The Stinson Group, LLC dba Ivory Paper Co., 4385 Professional Parkway, Groveport, Ohio 43125.

2. Supplier The Stinson Group, LLC was registered with the Ohio Secretary of State as a domestic limited liability company on December 27, 2017. Brandon Jamal Stinson Schmidt is the statutory agent.
3. "Ivory Paper Co" is a trade name registered with the Ohio Secretary of State by The Stinson Group, LLC on September 13, 2018.
4. Suppliers engaged in consumer transactions under the name "Ivory Paper Co".
5. Suppliers solicited consumers through their website www.ivorypaperco.com.
6. Suppliers offered goods, including personalized planners, stationery, stickers, tumblers and apparel, for sale via the Ivory Paper Co website.
7. Suppliers' goods are, except for the auxiliary production detailed below, custom and hand-made in Columbus, Ohio.
8. Suppliers advertised on a variety of online platforms, including Instagram, Facebook, Pinterest, and YouTube.
9. Suppliers advertised varying delivery estimates and processing times on their website.
10. Suppliers represented to consumers that they would provide the ordered goods and services within an estimated number of days and then failed to provide such goods and services in the times represented.
11. In many instances, Suppliers' delay in shipping the ordered products extended beyond eight weeks.
12. Suppliers sold personalized products, including calendars, and maintain they made their best effort to update the start date of the calendars to coincide with the ultimate ship date and give consumers full use of the calendars. However, consumers were often not able to use the calendars and products when expected because of delays in shipping.

13. In some instances, Suppliers represented the status of consumers' orders, including telling consumers that orders had shipped or would ship by specific dates, when such was not the case.
14. Suppliers continued taking new orders in early 2021 from consumers even though there were hundreds of unfulfilled orders at the time.
15. Suppliers took various steps to respond to the surge in demand of December 2020 and January 2021, including but not limited to: (i) contracting with and outsourcing production to auxiliary suppliers, (ii) hiring almost five times as many employees as they regularly had on payroll, and (iii) leasing additional production facilities.
16. In many instances, Suppliers failed to respond to thousands of consumer inquiries regarding the status of unfulfilled orders.
17. Suppliers maintain they did not give refunds because the consumers' orders were all custom orders and the materials were purchased when each order was placed, and thus could not be repurposed.
18. By engaging in the conduct set forth in this AVC, Plaintiff alleges Suppliers have violated the CSPA, R.C. 1345.02(A) and Ohio Admin. Code 109:4-3-09(A). Specifically:
 - a. A supplier commits unfair and deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A)(1), and the CSPA, R.C. 1345.02(A), by advertising or promising prompt delivery without taking reasonable action to ensure prompt delivery;
 - b. A supplier commits unfair and deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A)(2), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and then permitting

eight weeks to elapse without making shipment or delivery of the goods ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods of equal or greater value as a good faith substitute;

- c. A supplier commits unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to ship consumers' orders within the represented shipping timeframe.
- d. A supplier commits unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in inadequate customer service.

CONSUMER REFUNDS

19. Suppliers agree to provide refunds, as set forth in the following Paragraph, to consumers that filed complaints with the Ohio Attorney General's Office or the Better Business Bureau.

Suppliers agree to provide refunds as follows:

- a. For each consumer whose order was never shipped, Suppliers shall provide a full refund to the consumer.
- b. For each consumer whose order was shipped later than eight weeks from the date of purchase, Suppliers shall provide a full refund to the consumer.
- c. For each consumer who placed an order before January 14, 2021 whose order shipped between three weeks (twenty-one days) and eight weeks (fifty-six days) from the date of purchase, Suppliers shall provide a refund of 50% of the total purchase price.
- d. For each consumer who placed an order on or after January 14, 2021 and whose order shipped between three weeks (twenty-one days) and eight weeks (fifty-six

days) from the date of purchase, Suppliers shall provide a refund of 25% from the total purchase price.

- e. If a consumer has disputed the charge with their method of payment, Suppliers shall not contest that dispute.
- f. Within 45 days of the Effective Date, the Attorney General's Office shall provide Suppliers with a list of consumers entitled to refunds pursuant to Paragraph 19(a)-(e) above and the amounts owed to each consumer ("Consumer Refund List"). If there is insufficient information to determine the timeframe between order date and ship date for a consumer on the Consumer Refund List, the consumer will be entitled to a full refund.
- g. Within 14 days of receiving the Consumer Refund List from the Attorney General's Office, Suppliers shall begin making the required refunds. Suppliers shall complete all required refunds within 12 months of the Effective Date of the AVC.
- h. Suppliers shall pay refunds directly to consumers by refunding consumers' credit cards.
- i. Suppliers shall provide proof of refunds to the Attorney General's Office by the 21st day of the month following the date the refund was made. At a minimum, Suppliers shall provide a list of names, refund amounts, and dates paid. For example, if Suppliers made \$2,000 in refunds during a month, they shall send the Attorney General's Office a list of those refunds (names, amounts, and dates) by the 21st day of the following month.

20. Suppliers agree to provide refunds to consumers that file complaints with the Ohio Attorney

General's Office within 30 days after the Effective Date of this AVC as follows:

- a. The Attorney General shall provide to Suppliers copies of the consumer complaints filed with the Attorney General's Office within 30 days after the Effective Date of this AVC.
- b. Within 30 days after copies of the additional consumer complaints are provided, Suppliers shall have 30 days to identify, confirm or dispute the refund amounts to be paid, and shall provide the Attorney General a summary of these findings.
- c. Within 14 calendar days from the date Suppliers provide their summary, the parties will agree upon the amount of consumer restitution and a schedule for Suppliers to make the refunds and, if necessary, will document such in an addendum to the AVC. The parties agree to engage in good faith negotiations to accomplish this purpose.

COMPLIANCE PROVISIONS

21. For all pending orders received prior to the Effective Date of this AVC, and that are not subject to the Consumers Refunds addressed above, Suppliers agree to ship out the orders within 21 days of the Effective Date of this AVC.

22. Suppliers agree to present accurate order and shipping information on their website and to ship ordered products as represented on their website.

23. Suppliers agree to provide accurate tracking information to consumers when their orders ship and to not create a tracking number for an order until the order ships out.

24. For future orders placed after the Effective Date of this AVC that do not ship out in eight weeks from the order date, Suppliers agree to provide consumers with a full refund if requested by the consumers in writing. Suppliers agree to process such refunds within two weeks of the request.
25. Notwithstanding Paragraph 20 above, Suppliers further agree to negotiate in good faith, and resolve, through the office of the Attorney General, any consumer complaints filed with the Ohio Attorney General's Office after the Effective Date of this AVC, concerning their conduct prior to or after the Effective Date of this AVC.
26. Suppliers agree to provide quarterly status reports to the Attorney General concerning their compliance with the provisions of this AVC for 6 months following the payment of the last refund required by the above paragraphs. Supplier's first status report shall be due 90 days following the Effective Date and shall include, but not be limited to, an update on the number of orders received, the dates orders were shipped or the timeframe for shipping, the number of chargebacks or refund requests received, and the number and amount of refunds given.

GENERAL PROVISIONS

27. This AVC shall be governed by the laws of the State of Ohio.
28. This AVC is entered into by Suppliers freely and voluntarily and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this AVC.
29. This AVC does not constitute an approval by the Attorney General of any of Suppliers' business practices and it shall not be represented 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.

30. This AVC sets forth the entire agreement between the Attorney General and Suppliers, and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. This AVC may be amended by written agreement between the parties, subject to any further requirements under state law.

31. The parties 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 AVC 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.

PAYMENT TO THE STATE

32. Suppliers are hereby assessed and moreover agree to be liable for a payment in the amount of \$25,000 to the Ohio Attorney General's Office to be placed into the Consumer Protection Enforcement Fund, as described in R.C. 1345.51. This payment is suspended upon timely compliance with this AVC, including all monetary obligations imposed under this AVC. If Suppliers fail to comply with any provision in this AVC, the \$25,000 payment shall be due and payable within 15 days of notification of the violation by the Ohio Attorney General's Office.

PENALTIES FOR FAILURE TO COMPLY

33. The Attorney General may assert any claim that Suppliers have violated this AVC in a separate civil action to enforce this AVC against Suppliers and the court shall apply applicable standards of law to determine damages per any subsequent violation, which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07. In any such

action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Suppliers do not waive any evidentiary objection or any other objection they may have as permitted by law to the admissibility of any such evidence, including, but not limited to, showing evidence that Suppliers have fully and promptly cooperated in good faith with this investigation.

35. Pursuant to R.C. 1345.06(F), this AVC is not evidence of any violation of the CSPA or the Substantive Rules adopted thereunder. Evidence of a violation of an AVC, however, 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.

36. This AVC shall in no way exempt Suppliers from any other obligations imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices engaged in by them other than those acts specifically resolved by this AVC.

37. Nothing in this AVC shall in any way preclude any investigative or enforcement action against Suppliers under any legal authority granted to the Attorney General:

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

REPRESENTATIONS AND WARRANTIES

38. Suppliers warrant and represent that the individuals signing this AVC on behalf of The Stinson Group LLC dba Ivory Paper Co are doing so in their official capacity and are fully authorized to enter into this AVC and to legally bind The Stinson Group LLC dba Ivory Paper Co to all of the terms and conditions of the AVC.

COMMUNICATIONS

39. All notices, reports, requests, and other communications required pursuant to this AVC must reference, and shall be in writing and shall, unless expressly provided otherwise herein, be sent via electronic mail to the undersigned AAG, Brandon Duck and counsel for Suppliers, Samir Dahman, at the email addresses provided below.

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 13th day of October, 2021.

APPROVED AND AGREED TO BY:

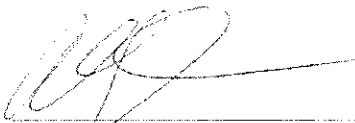
DAVE YOST
Ohio Attorney General



10-13-2021

Date

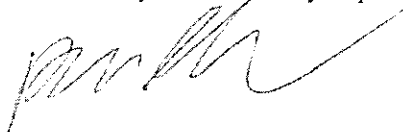
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Alitza Evans Stinson.
Individually and dba Ivory Paper Co

10/11/2021

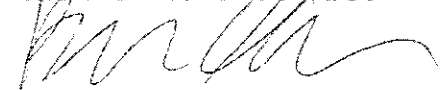
Date



Brandon Jamal Stinson Schmidt.
Individually, and dba Ivory Paper Co
THE STINSON GROUP, LLC

10/11/2021

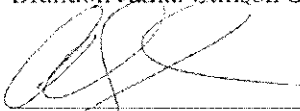
Date



Brandon Jamal Stinson Schmidt

10/11/2021

Date



Alitza Evans Stinson

10/11/2021

Date

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10/11/21

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