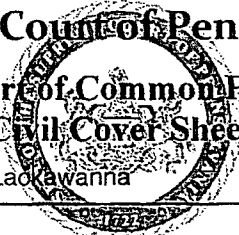


Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet
Lackawanna



County

<i>For Prothonotary Use Only:</i>	
Docket No: 2020 CV 2490	MAURI B. KELLY CLERK OF JUDICIAL LACKAWANNA COUNTY JUN 25 P 2:54

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:	
<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons
<input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Petition
	<input type="checkbox"/> Declaration of Taking
Lead Plaintiff's Name: Commonwealth of Pennsylvania by Attorney General Josh	Lead Defendant's Name: Goods And More Incorporated, d/b/a GoodsAndMore, Inc
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: <u>Nicholas F. B. Smyth</u>	
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

Nature of the Case: Place an "X" to the left of the <u>ONE</u> case category that most accurately describes your PRIMARY CASE . If you are making more than one type of claim, check the one that you consider most important.		
TORT (do not include Mass Tort) <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	CONTRACT (do not include Judgments) <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <input type="checkbox"/> Other: _____	CIVIL APPEALS Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
MASS TORT <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	REAL PROPERTY <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	MISCELLANEOUS <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Other: Assurance of Voluntary Compliance
PROFESSIONAL LIABILITY <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

MAURI B. KELLY
LACKAWANNA COUNTY

IN THE COURT OF COMMON PLEAS OF LACKAWANNA COUNTY, PENNSYLVANIA

2020 JUN 25 P 2: 54

Commonwealth of Pennsylvania
By Attorney General Josh Shapiro

: CIVIL DIVISION OF JUDICIAL
: RECORDS CIVIL DIVISION

Petitioner,

: No. _____

v.

Goods And More Incorporated, d/b/a
GoodsAndMore, Inc.

Respondent.

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter the “Petitioner” or “Commonwealth”), which has caused an investigation to be made into the business practices of Goods And More Incorporated, d/b/a GoodsAndMore, Inc., (hereinafter “Respondent”), pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter “*Consumer Protection Law*”), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 15th Floor Strawberry Square, Harrisburg, PA 17120;

WHEREAS, Respondent Goods And More Incorporated d/b/a GoodsAndMore, Inc. is a Pennsylvania corporation registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with a registered business address of 223 Stephen Ave 2nd Fl., Scranton, PA 18505;

WHEREAS, Respondent has at all times relevant and material hereto, engaged in trade and commerce within the Commonwealth of Pennsylvania by offering goods for sale from its location in Scranton, PA and taking orders through the Amazon.com marketplace;

WHEREAS, based on its investigation, the Commonwealth contends that Respondent has engaged in conduct in violation of the *Consumer Protection Law* and the *Pennsylvania Price Gouging Act*, 73 P.S. §§ 232.1, *et seq.* (hereinafter the “*Price Gouging Law*”);

WHEREAS, pursuant to Section 201-5 of the *Consumer Protection Law*, this Assurance of Voluntary Compliance shall not be considered an admission by Respondent of a violation of the *Consumer Protection Law* or *Price Gouging Law* for any purpose. 73 P.S. § 201-5;

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the *Consumer Protection Law* in lieu of commencing statutory proceedings under Section 201-4 thereof;

WHEREAS, this Assurance of Voluntary Compliance does not constitute an approval by the Commonwealth of any of the Respondent’s former or current business practices;

WHEREAS, the Respondent agrees it will not violate the *Consumer Protection Law* and the *Price Gouging Law* and desires to comply with the civil laws of the Commonwealth; and

WHEREAS, the Effective Date of this Assurance of Voluntary Compliance shall be the date upon which it is executed by both parties.

SETTLEMENT TERMS

NOW THEREFORE, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on its behalf, jointly or individually, directly or indirectly or through any corporate or business device, as follows:

I. Facts and Legal Violations Alleged by the Commonwealth

A. Under the *Price Gouging Law*, during and within 30 days of the termination of a state of disaster emergency declared by the Governor pursuant to the provisions of 35 Pa. C.S. § 7301(c) (relating to general authority of the Governor), it is unlawful for any party within the chain of distribution of consumer goods or services to sell or offer to sell goods or services within the geographic region that is the subject of the declared emergency for an amount which represents an unconscionably excessive price. 73 P.S. § 232.4(a).

B. In addition, it is *prima facie* evidence that a price is unconscionably excessive if, during and within thirty (30) days of the termination of a state of disaster emergency, any party within the chain of distribution charges a price that exceeds an amount equal to or in excess of twenty percent (20%) of the average price at which the same or similar consumer goods or services were obtainable in the affected area during the last seven (7) days immediately prior to the declared state of emergency. 73 P.S. § 232.4(b).

C. On March 6, 2020, the Governor of Pennsylvania declared a State of Disaster Emergency for the Commonwealth of Pennsylvania related to the COVID-19 pandemic.

D. As of the Effective Date of this Assurance of Voluntary Compliance, a State of Disaster Emergency is currently in place for the Commonwealth of Pennsylvania.

E. From February 18, 2020 to March 12, 2020, Respondent was involved in the chain of distribution of various brands of hand sanitizer. Respondent sold various brands of hand sanitizer to consumers primarily for personal, family or household purposes.

F. The Commonwealth alleges that, during the period of a State of Disaster Emergency, as declared on March 6, 2020, Respondent sold or offered to sell various brands of

hand sanitizer for an unconscionably excessive price in violation of the *Price Gouging Law* and the *Consumer Protection Law*.

G. The Commonwealth alleges that, in at least 115 instances during the State of Disaster Emergency, Respondent charged a price for hand sanitizer in excess of twenty percent (20%) of the average price at which the same or similar products were obtainable in the affected area seven (7) days prior to March 6, 2020.

H. The Commonwealth alleges that by reason of the aforesaid conduct, Respondent's methods, acts or practices constitute violations of the *Price Gouging Law*, including, but not limited to, Section 232.4(a), which prohibits any party within the chain of distribution of consumer goods or services or both to sell or offer to sell the goods or services within the geographic region that is the subject of the declared emergency for an amount which represents an unconscionably excessive price. 73 P.S. § 232.4(a).

I. The Commonwealth alleges that by reason of the aforesaid conduct, Respondent's aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2(4)(xxi) of the same, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding. 73 P.S. §§ 201-3 and 201-2(4)(xxi).

II. Injunctive Relief & Affirmative Relief

A. Respondent SHALL NOT, in the future, engage in conduct which is prohibited by the *Consumer Protection Law*.

B. Respondent SHALL NOT, in the future, engage in conduct which violates the *Price Gouging Law* and any future amendments thereto, including, but not limited to, selling or

offering to sell the goods or services within the geographic region that is the subject of the declared emergency for an amount which represents an unconscionably excessive price as prohibited by the *Price Gouging Law* at 73 P.S. § 232.4(a).

C. Respondent SHALL fully comply with any and all provisions of the *Price Gouging Law*, including any amendments thereto, and is permanently enjoined from any violation thereof.

III. Monetary Relief

A. Respondent hereby agrees to pay the amount of fifteen thousand nine hundred ninety-three and 98/100 dollars (\$15,993.98) (hereinafter “Monetary Payment”), to be allocated as follows:

1. **Civil Penalties** - The sum of one thousand nine hundred dollars (\$1,900) as Civil Penalties (“Civil Penalties”) to be distributed to the Commonwealth of Pennsylvania, Treasury Department.

2. **Public Protection and Education Purposes** - The sum of one hundred ninety two and 50/100 dollars (\$192.50) (“Costs”) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

3. **Restitution** – The sum of thirteen thousand nine hundred one and 48/100 dollars (\$13,901.48) (“Restitution”) shall be allocated as Restitution and distributed to affected consumers in accordance with subparagraph III(D) below.

B. **Payment Terms**- Respondent agrees to pay Two thousand ninety-two and 50/100 dollars (\$2,092.50) by June 30, 2020 toward Civil Penalties and Costs in accordance with the

terms of Paragraph III(A) herein, by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to the Office of Attorney General, 15th Floor Strawberry Square, Harrisburg, PA 17120. After Respondent has made its payment, Respondent shall no longer have any property right, title, interest, or other legal claim in these funds. The Commonwealth shall not be required to give any notice whatsoever to Respondent of their failure to pay its payment as set forth above in order for such lack of payment to be deemed a violation of this Assurance of Voluntary Compliance.

C. Default

1. In the event that any of the required payments for Restitution, Civil Penalties and Costs under Paragraph III(B) is overdue and outstanding, the Commonwealth will notify Respondent in writing that it is in default of the required payment obligations under this Assurance of Voluntary Compliance. The Commonwealth will not be required to give such written notice to anyone other than Respondent and such written notice need only be sent by first class U.S. mail to:

Nurii Mohamed
Goods And More Incorporated d/b/a GoodsAndMore, Inc.
223 Stephen Ave 2nd Fl.
Scranton, PA 18505

2. If such written notice is returned to the Commonwealth without an indication of a forwarding address, then it will still be deemed sufficient notice. If it is returned with a forwarding address, the Commonwealth will forward it to such address.

3. There will be no further requirements for the Commonwealth to notify Respondent of a default regarding the payment obligations hereunder, and there will be no notice requirements whatsoever with regards to a default by Respondent which relate to any requirement under this Assurance of Voluntary Compliance other than the

payment requirements as specifically noted herein. Respondent may notify the Commonwealth of a new address to send such written notice; however, the Commonwealth must be so informed by Respondent in writing via certified mail, return receipt requested, at the Pennsylvania Office of Attorney General, Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.

4. In the event that the full amounts of any and all outstanding Restitution, Civil Penalties, or Costs which is then overdue, under Paragraph III(B), are not received by the Commonwealth within ten (10) business days after such written notice is mailed by the Commonwealth to Respondent, as noted above, then the full amount of Restitution, Civil Penalties and Costs in the amount of fifteen thousand nine hundred ninety-three and 98/100 dollars (\$15,993.98) (less any amounts previously paid by Respondent to the Commonwealth or refunded to consumers hereunder) shall immediately become due and payable to the Commonwealth.

5. If Respondent shall be deemed to be in default under any of the terms of this Assurance of Voluntary Compliance, the Commonwealth shall have the right, at any time, to execute upon said Restitution, Civil Penalties, and Costs amounts against Respondent including, but not limited to, the right to seize and sell any and all property acquired and/or owned by Respondent.

6. Respondent shall have the right to pre-pay the full amount or any portion of the amount due and outstanding without penalty.

D. Restitution Terms

1. Prior to the execution of this Assurance of Voluntary Compliance, Respondent will distribute Restitution to consumers who purchased various brands of

hand sanitizer from Respondent by initiating full refunds to consumers' original forms of payment for all relevant purchases, for a total of 232 units refunded.

2. Consumers will not be required to submit claims or take any action.

Respondent will distribute Restitution using the Amazon.com seller portal.

3. The determination of whether a consumer shall receive Restitution hereunder, the determination of the amount of any such Restitution paid to such consumer, and the manner of payment shall be within the sole discretion of the Commonwealth.

4. If any Restitution refunds are returned by Amazon.com as undeliverable, the remaining Restitution money shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

IV. Miscellaneous Terms

- A. Time shall be of the essence with regards to Respondent's obligations hereunder.

- B. Respondent certifies that Nurii Mohamed, President of Goods and More Incorporated, is authorized to enter into this Assurance of Voluntary Compliance on behalf of Respondent and the signature on this document binds the Respondent to all terms contained herein.

- C. Respondent further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the execution of this Assurance of Voluntary Compliance.

D. The Court of Common Pleas of Lackawanna County, Pennsylvania shall have jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for purposes of enforcement of this Assurance of Voluntary Compliance, violation of which shall be deemed a violation of an injunction issued pursuant to Section 201-4 of the Consumer Protection Law, so that a violation of this Assurance of Voluntary Compliance shall provide a jurisdictional basis for the Attorney General of this Commonwealth to request the Court to impose penalties as provided in the Consumer Protection Law and any other equitable relief which the Court deems necessary or proper.

E. Nothing contained herein shall be construed to waive any individual right of action by any consumer, person or entity, or any local, state, federal or other governmental entity.

F. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

G. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

H. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be

delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

I. Respondent understands and agrees that if its officers and/or agents have made any false statements in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

J. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve its practices, or any future practices that Respondent may adopt or consider adopting.

K. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

WHEREFORE, Respondent agrees by the signing of this Assurance of Voluntary Compliance to abide by each and every one of the aforementioned provisions and that breach of any of the terms of this Assurance of Voluntary Compliance shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court, to assess penalties including but not limited to civil and other penalties as provided for under Sections 201-8, 201-9 and 201-9.1 of

the Consumer Protection Law, and to order any other relief which the Court deems necessary or proper in accordance with the Consumer Protection Law.

WITNESSETH, that the parties, intending to be legally bound, have hereto set their hands and seals:

FOR THE PETITIONER:
Commonwealth of Pennsylvania
Josh Shapiro
Attorney General

Date: June 9, 2020

By: /s/ Nicholas F. B. Smyth

Nicholas F. B. Smyth
Senior Deputy Attorney General
Attorney ID # 307972
15th Floor Strawberry Square
Harrisburg, PA 17120
nsmyth@attorneygeneral.gov

FOR THE RESPONDENT:
Goods And More Incorporated d/b/a
GoodsAndMore, Inc.

Date: June 11, 2020

By: /s/ Nurii Mohamed

Nurii Mohamed
President
Goods And More Incorporated d/b/a
GoodsAndMore, Inc.
223 Stephen Ave 2nd Fl.
Scranton, PA 18505

Date: June 11, 2020

By: /s/ Christopher H. Casey

Christopher H. Casey
Duane Morris LLP
30 S. 17th St

Philadelphia, PA 19103
Attorney for the Respondent