

NOTICE: Refunds Available for Eligible Consumers in Settlement with Monat Global Corp.

The Florida Attorney General's Consumer Protection Division has reached a settlement with cosmetics company Monat Global Corp. that includes refunds for consumers allegedly deceived by the company's advertising and marketing practices. Consumers who purchased Monat products may be eligible for a refund under this settlement if they submit a refund request to the Office of Attorney General establishing their eligibility by February 13, 2021. A link to the information about refund eligibility and a refund request form is provided below.

The OAG Consumer Protection Division investigated Monat based on allegations that the company offered consumers a percentage discount on normal retail prices and free shipping, without clearly disclosing that consumers were required to make numerous additional purchases over a certain dollar threshold in order to receive the discount and free shipping. The investigation also included allegations that the company falsely and deceptively advertised the effectiveness of its beauty products, claiming them to be clinically proven to produce desired results. Finally, the investigation uncovered that the company allegedly falsely and deceptively advertised that many of the products do not contain certain ingredients, including polyethylene glycol, petrochemicals, sulfates, harmful fragrances, and gluten, and that the beauty products are 100% vegan.

To resolve the investigation, Monat Global Corp. has agreed to refund consumers who 1) purchased certain products from the company between June 1, 2014 to August 17, 2020, and 2) submit a refund request with the Florida Attorney General's Office postmarked by February 13, 2021 that meets certain eligibility requirements. For convenience, a refund request form is provided at the link below. To be eligible, a refund request must include the following information: the consumer's name; sufficient information to identify the consumer's purchase, such as the account number or proof of purchase; the reason for requesting a refund; proof of returning the product for which a refund is sought, or if the product was not returned, an explanation declared under penalty of perjury of why the product could not be returned; and a brief explanation as to how the consumer was misled or otherwise harmed in their transaction with Monat Global Corp.

IMPORTANT! Consumers who have submitted complaints with this office previously will need to complete the [linked refund request form](#) to be eligible for any refunds still outstanding.

In addition to providing refunds to eligible purchasers under the settlement, the company has also agreed to permanently refrain from making false or misleading representations to consumers, including with respect to the marketing and sale of beauty products, as well as refrain from making claims about the health benefits, safety, performance, or efficacy of their products without possessing and relying on competent and reliable scientific evidence to substantiate the claim.

To read the settlement and determine if you are eligible for a refund, click [here](#).

The refund request form is attached [here](#).

Copies of all of the linked documents are also attached below for ease of reference.

To date, Attorney General Moody has recovered nearly \$83,000 from Monat Global Corp. in refunds for consumers.

Refund Request

Monat Global Corp., Agency Case No. **L18-3-1232**

Instructions: This refund request form is for consumers who purchased a “Covered Product” between June 1, 2014 and August 17, 2020. “Covered Product” means any dietary supplement, food, drug, or cosmetic product, whether for humans or animals, and any membership program, including the Monat VIP Program. If you have suffered a monetary loss that has not already been refunded and relates to a purchase with **Monat Global Corp. (“Monat”)**, including from the following websites: **monatglobal.com and mymonat.com**, please complete this form in its entirety and mail it to the address listed at the bottom of this form. If you need additional room, please attach additional pages to this form and note the numbered paragraph to which it responds. Please remember to include any supporting documentation that you have. You must submit this form by **February 13, 2021 to be eligible for a refund** under the Florida Attorney General’s settlement with Monat. **IF YOU ARE SEEKING A REFUND FROM MORE THAN ONE PURCHASE OR FOR MORE THAN ONE PRODUCT RELATING TO A SINGLE PURCHASE, PLEASE COMPLETE A SEPARATE FORM FOR EACH PURCHASE OR PRODUCT AND SUBMIT THE FORMS TOGETHER.**

IMPORTANT: Please note that by submitting this Request Form and/or accepting payment from Monat, you may be not be eligible for any further refunds from Monat. We cannot offer you legal advice; please confer with a lawyer if you are seeking legal advice.

Please **PRINT OR TYPE** your current contact information below:

First Name		Last Name
Address		
City	State	9-Zip Code
Telephone Number		Email

1. The total amount I have paid to Monat is: \$_____. As proof of this payment amount, I am submitting the following document(s) (bank statement, receipt, etc.): _____.

2. Of the total listed above in Question 1, I have already been refunded (include any chargebacks or refunds issued by the company, your bank, credit card company, other financial institution, etc.): \$_____.

3. The Monat Global Corp. account number associated with my purchase is: _____.
The consumer name associated with my purchase is _____.

4. Return of product:

4a. I returned the Monat Global Corp. Covered Product on: _____. As proof of this return, I am submitting the following document(s) (return number, receipt, tracking number, etc.): _____.

OR

4b. I did not return the Covered Product. Provide and Explanation about why the Covered Product could not be returned (REQUIRED) _____

Explanation as to how I was misled or otherwise harmed in my transaction with Monat Global Corp. (REQUIRED): _____

5. My outstanding loss with Monat (amount paid minus amount refunded) is: \$_____.

6. The reason for requesting a refund (if not already described above): _____

IMPORTANT: You MUST identify a total dollar amount for your loss and provide supporting documents that support your claim. Your remaining loss claim may only include money you paid for **Monat Global Corp.** Covered Products. Your claim may **NOT** include your lost time, interest or other bank fees incurred by you, postage fees, **money already refunded** by Monat, or any other damages or fees incurred as a result of your transaction with Monat Global Corp.

I DO HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

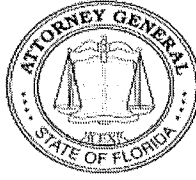
Signature: _____ Date: _____

(Signature is REQUIRED)

**ALL FORMS & SUPPORTING DOCUMENTS MUST BE POSTMARKED BY
February 13, 2021.**

MAIL, EMAIL, OR FAX COMPLETED FORMS TO:

**Nicole Zucco
Victim Services Program Specialist
110 S.E. 6th Street, 10th Floor
Fort Lauderdale, Florida 33301
E-mail: FTL.EC@myfloridalegal.com
Phone: 954-712-4641
Fax: 954-527-3708**



OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS

IN THE MATTER OF:

AG Case No. L18-3-1232

MONAT GLOBAL CORP.

Respondent

ADDENDUM TO ASSURANCE OF VOLUNTARY COMPLIANCE

1. PURSUANT TO the provisions of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II of the Florida Statutes ("FDUTPA"), the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as the "Attorney General"), investigated certain acts and practices of MONAT GLOBAL CORP., a Florida corporation (hereinafter "Respondent").

2. Respondent entered into an Assurance of Voluntary Compliance ("AVC") with the Attorney General which was fully executed on August 17, 2020. A copy of the fully executed AVC is attached hereto as **Exhibit 1**.

3. Respondent and the Attorney General agree that Paragraph 27 of the AVC shall be stricken and replaced with the following paragraph:

In addition, with respect to consumer complaints and claim forms submitted to the Attorney General during the 180 day period after August 17, 2020 (the "Covered Consumers"), Respondent agrees to refund such Covered Consumers who (i) purchased a Covered Product from June 1, 2014 through August 17, 2020 and (ii) who file a complaint or claim form regarding Respondent with the Attorney General by February 13, 2021 any and all amounts due and owing to such Covered Consumers that had not or has not previously been refunded to such Covered Consumers. Any such complaint or claim form shall include the Covered Consumer's name and information necessary to identify the consumer's purchase and reason for making a refund claim, such as the account number, proof of purchase, reason for making a refund claim, and proof of returning the Covered Product for which a refund is sought, or if the product was not returned, an explanation declared under penalty of perjury of (i) why the Covered Product could not be returned, and (ii) how the Covered Consumer was misled or otherwise harmed in its transaction with the Respondent. Within a reasonable time after the conclusion of the 180 days following the Effective Date of this AVC, the Attorney General shall provide Respondent with a list of Covered Consumers who submitted complaints or claim forms within 180 days of the Effective Date of this AVC and the refund amounts claimed by each such Covered Consumer, and Respondent shall provide full refunds directly to consumers within 60 days of receipt of said list to the extent

that such refunds are due to such Covered Customers in accordance with this Paragraph 27. If the Covered Consumer does not provide proof of returning the Covered Product, but declares under penalty of perjury, as to: (i) why the Covered Product could not be returned, and (ii) how the Covered Consumer was misled or otherwise harmed in its transaction with the Respondent, the Respondent may not deny the Covered Consumer's claim based solely on the failure of the Covered Consumer to provide proof of returning the Covered Product. If Respondent does not pay a refund to any Covered Consumer on the list provided by the Attorney General, the Respondent shall provide sufficient documentation to establish to the Attorney General's reasonable satisfaction that Respondent previously provided all appropriate refunds due to such Covered Consumer, or that the Covered Consumer otherwise is not entitled to the requested refund.

4. All other provisions of the AVC remain in full force and effect.

5. By my signature, I hereby affirm that I have authority to execute this Addendum to Assurance of Voluntary Compliance on behalf of the party indicated and, to the extent I am acting in a representative capacity, I am acting within the scope of my authority as corporate representative, and that by my signature I am binding the party/parties indicated to the terms and conditions of this Addendum to Assurance of Voluntary Compliance.

SIGNATURES ON FOLLOWING PAGES

MONAT GLOBAL CORP.

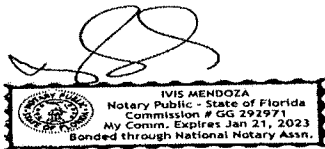
Agreed to:

By: 
RAYNER URDANETA, Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF Dade)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, RAYNER URDANETA personally appeared as Chief Executive Officer of Monat Global Corp. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 17th day of September, 2020.

Subscribed to before me by means of physical presence or X online notarization, this 17th day of September, 2020.



NOTARY PUBLIC

Ivis Mendoza
(print, type, or stamp commissioned Notary Public)

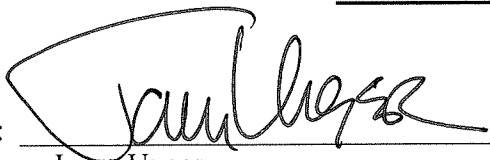
Personally known X or Produced Identification _____ (check one)

Type of Identification Produced: _____

Witnessed: Thomas J. Hook

Name, Bar No. Thomas J. Hoolihan, Bar No. 625051
Address 4720 133rd Street NW, Gig Harbor 98332
Phone 1-360-870-7661
Counsel for [Respondent]

COUNSEL FOR RESPONDENT

By: 
Jason Unger
Gray Robinson, P.A.
301 South Bronough Street, Suite 600
Tallahassee, FL 32301

Dated: 9-18-20

OFFICE OF THE ATTORNEY GENERAL

By: Kyle R. Dull
Kyle R. Dull
Assistant Attorney General
Office of the Attorney General
1 SE Third Avenue, Suite 900
Miami, FL 33131

Dated: September 18, 2020

By: Victoria Butler
Victoria Butler
Director, Consumer Protection Division
Office of the Attorney General
State of Florida
Department of Legal Affairs
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dated: 9/18/2020



**OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

AG Case No. L18-3-1232

MONAT GLOBAL CORP.

Respondent
_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

1. PURSUANT TO the provisions of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II of the Florida Statutes ("FDUTPA"), the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as the "Attorney General"), caused an investigation to be made into certain acts and practices of MONAT GLOBAL CORP., a Florida corporation (hereinafter "Respondent").

2. Respondent MONAT GLOBAL CORP. ("Monat") is a Florida corporation with its principal place of business registered as 3470 NW 82 Avenue, Suite 910, Miami, FL 33122.

3. Respondent is prepared to enter into this Assurance of Voluntary Compliance (hereinafter referred to as the "AVC") without an admission that

Respondent violated FDUTPA or any other law and solely for the purpose of resolution of this matter with the Attorney General.

4. The Attorney General has investigated Respondent's business practices pursuant to the provisions of Section 501.204, Florida Statutes, which prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

5. Pursuant to Section 501.207(6), Florida Statutes, the Attorney General agrees to accept this AVC in termination of its investigation as to Respondent solely as to the acts and practices that were the subject of the investigation.

I. STIPULATED DEFINITIONS AND FACTS

6. "Consumer" means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

7. "Cosmetic" means articles to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the body or any part thereof intended for cleansing, beautifying, promoting attractiveness, or altering the appearance.

8. "Covered Product" means any dietary supplement, food, drug, or cosmetic product, whether for humans or animals, and any membership program, including the Monat VIP Program.

9. "Clear and Conspicuous" (including "Clearly and Conspicuously") means that a statement is made in a manner readily noticeable and understandable. To determine whether a statement is Clear and Conspicuous, factors to consider include:

- a. whether it is of sufficient prominence in terms of sound and speed, font, size, placement, color, contrast, and duration of appearance, as compared with accompanying statements, claims, terms, or representations, so that it is readily noticeable, understandable, and likely to be heard or understood by a reasonable person; and if written or conveyed electronically, the terms are not buried on the back or bottom, or in unrelated information or placed on a portion of the page that a reasonable person would not think contained significant information;
- b. whether it is located sufficiently near any other statement that it clarifies, modifies, or explains, or that clarifies, modifies, or explains it;
- c. whether it is presented in a coherent and meaningful sequence with respect to other terms, representations, claims or statements being conveyed;
- d. whether it contradicts, or renders confusing or ambiguous, any other statement, or appears to be inconsistent with any other statement;
- e. whether, if it is oral, it is at an understandable pace, tone and volume as the sales offer, or, if not oral, it appears for a duration sufficient to allow viewers to have a reasonable opportunity to notice or read, and is free of distractions that compete for the attention of the consumer;
- f. whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, text or other offers that compete for the attention of the consumer; and
- g. whether, in advertising on the Internet, it is made on the same page as any other term, statement, claim or representation that it modifies, and

either above the fold or Clearly and Conspicuously referenced or linked to a location below the fold.

10. "Drug" and "food" mean as defined in Section 15 of the FTC Act, 15 U.S.C. § 55.

11. "Dietary supplement" means:

- a. Any product labeled as a dietary supplement or otherwise represented as a dietary supplement; or
- b. Any pill, tablet, capsule, powder, soft-gel, gel-cap, liquid, or other similar form containing one or more ingredients that is a vitamin, mineral, herb or other botanical, amino acid, probiotic, or other dietary substance to supplement the diet by increasing the total dietary intake, or a concentrate, metabolite, constituent, extract, or combination of any ingredient described above, that is intended to be ingested, and is not represented to be used as a conventional food or as a sole item of a meal or the diet.

12. "Endorsement" means any advertising message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser.

13. "Endorser" means the party whose opinions, beliefs, findings, or experience the Endorsement appears to reflect. An Endorser may be an individual, group, or institution.

14. "Marketer" or "Market Partner" means a salesperson who is not an employee of Respondent and who does not receive a salary or wage, but instead earns income depending on his or her own sales efforts and the efforts of additional sales people recruited by the Marketer or Market Partner. Each such additional sales person is also a Marketer or Market Partner.

15. "Negative Option Feature" means, in an offer or agreement to sell or provide any good or service, a provision under which the consumer's silence or failure to take affirmative action to reject a good or service or to cancel the agreement is interpreted by the seller or provider as acceptance or continuing acceptance of the offer.

16. "Person" means a natural person, an organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, or cooperative, or any other group or combination acting as a legal entity.

17. "Preauthorized Electronic Fund Transfer" as defined by the Electronic Fund Transfer Act, 15 U.S.C. § 1693a(10), means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

18. “Reliably Reported” for human clinical tests or study (herein, “test”), means a report of the test has been published in a peer-reviewed journal, and such published report provides sufficient information about the test for experts in the relevant field to assess the reliability of the results.

19. “Website” shall mean all websites owned by Monat for the purpose of offering beauty products for sale, or advertising Monat products and benefits, even if not active or if automatically set to reroute to one active webpage (currently, <https://monatglobal.com>).

20. The term “including” in this AVC means “including without limitation.”

21. The terms “and” and “or” in this AVC shall be construed conjunctively or disjunctively as necessary to make the applicable phrase or sentence inclusive rather than exclusive.

22. The Attorney General and Respondent hereby agree and stipulate to the following:

a. During the time frame beginning at least June of 2014 through present, Respondent has engaged in the business of selling Covered Products to consumers in Florida and elsewhere, including selling Covered Products to at least five consumers who are sixty years of age or older.

b. Respondent owns and operates the Website, and are responsible for the advertisements, offers, representations, and promotions on the Website.

c. Respondent advertises, markets, distributes, and/or sells Covered Products, either directly or through a Marketer or Market Partner, to Consumers, including Consumers in the State of Florida, the United States, and abroad.

d. The Attorney General has investigated allegations that Respondent offered consumers a percentage discount off normal retail prices and free shipping, without clearly and conspicuously disclosing that consumers were required to make two additional purchases over a certain dollar threshold in order to retain the discount and free shipping; otherwise, consumers' credit or debit cards would be charged for the shipping and the discount they received.

e. Consumers alleged that Respondent falsely and deceptively advertised Covered Products' effectiveness, including misrepresentations that such products do not contain certain ingredients, including polyethylene glycol, petrochemicals, sulfates, harmful fragrances, and gluten; and that the Covered Products are 100% vegan, clinically proven to produce desired

results, and other representations regarding the Covered Products that are the subject of this AVC.

f. Consumers alleged that they were unable to contact Respondent by phone or email, that Respondent failed to respond to their complaints and failed to issue refunds, and that Consumers were unable to cancel their accounts and return unwanted Covered Products.

g. The Attorney General investigated allegations that Respondent falsely represented it is certified by government entities as being “clean, honest in everything we do.”

h. Further, the Attorney General investigated allegations that Respondent charged Consumers for products not received or ordered; continued to debit Consumers’ bank accounts on a recurring basis without obtaining a written authorization signed or similarly authenticated from Consumers for preauthorized electronic fund transfers from their accounts; and continued to debit Consumers’ bank accounts on a recurring basis without providing a copy of the written authorization signed or similarly authenticated by the Consumer for preauthorized electronic fund transfers from the Consumer’s account.

i. Respondent has fully cooperated with the Attorney General during the course of the investigation. Respondent represents that it produced

thousands of pages of clinical studies that demonstrate the safety and efficacy of Respondent's products. Respondent represents that it acted reasonably and in good faith and conducted its business fairly and honestly. The Attorney General takes no position as to whether (i) Respondent acted reasonably and in good faith or conducted its business fairly and honestly; or (ii) the clinical studies demonstrate the safety or efficacy of Respondent's products.

23. This AVC is based upon the stipulated facts set forth herein. The Attorney General shall not be estopped from taking further action in this matter should the facts described herein be shown to be materially incorrect or materially incomplete, or should this AVC not be complied with in full by Respondent. The parties agree that this AVC has been entered into based upon the truthfulness of the information provided by Respondent.

II. INJUNCTIVE TERMS

24. Respondent represents and warrants that it will voluntarily comply with paragraph 25 within thirty (30) days of the Effective Date of this AVC.

25. Respondent, including its owners, officers, directors, representatives, agents, employees, successors, assigns, or any other person or entity who receives actual notice of this AVC, who acts under, by, through, or on behalf of Respondent, or through any corporate or other device, shall:

- a. Permanently refrain from violating the provisions of FDUTPA by making false or misleading representations to consumers in the conduct

of any trade or commerce, including the marketing and sale of Covered Products.

- b. Permanently refrain from making or assisting others in making, directly or by implication, including through the use of a product name, endorsement, depiction, or illustration, any representation, about the health benefits, safety, performance, or efficacy, of any Covered Product, unless the representation is non-misleading, and at the time of making such representation, Respondent possesses and relies upon Competent and Reliable Scientific Evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant scientific fields, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true.

For purposes of paragraph 25(b), "Competent and Reliable Scientific Evidence" means analyses, research, or studies: (1) that have been conducted and evaluated in an objective manner by experts as to the relevant the health benefits, safety, performance, or efficacy to which the representation relates; (2) generally accepted by such experts to yield accurate and reliable results; and (3) that includes human clinical testing when such experts would generally require such human clinical testing to substantiate that the representation is true. Attorney General and Respondent agree that "Competent and Reliable Scientific Evidence" shall be interpreted consistent with FTC advertising substantiation standards as applied by the FTC and the courts.

- c. Permanently refrain from misrepresenting, or assisting others in misrepresenting, in any manner, expressly or by implication, including through the use of a product name, endorsement, depiction, or illustration, any material fact, including:
 - i. A Covered Product causes hair loss because your scalp is detoxifying, and the hair follicles are enlarging;
 - ii. A Covered Product is clinically proven to increase hair growth and significantly decrease hair loss;
 - iii. The benefits of any Covered Product are scientifically proven;
 - iv. That independent lab tests confirm the safety and effectiveness of a Covered Product;

- v. The existence, contents, validity, results, conclusions, or interpretations of any such test, study, or research;
- vi. A Covered Product does not and will never contain polyethylene glycol, petrochemicals, sulfates, harmful fragrances, and harmful colors, and that a Covered Product is 100% vegan or gluten free;
- vii. Purported users of Respondent's Covered Products who appear in advertising obtained a reported result through use of those Covered Products;
- viii. That Consumers are receiving a 100% money-back, satisfaction guarantee;
- ix. The total cost to purchase, receive, or use the good or service, including shipping, handling, processing, and any additional financial obligations that may be incurred as a result of accepting the discounted Covered Product.
- x. The timing or manner of any charge or bill;
- xi. Any material restrictions, limitations, or conditions to purchase, receive, or use the good or service;
- xii. Any material aspect of the performance, efficacy, nature, or central characteristic of the Covered Product; and
- xiii. Any material aspect of the nature or terms of a refund, return, cancellation, exchange, or repurchase policy for the Covered Product, including the deadline (by date or frequency) by which the consumer must act.

For purposes of 28(a) and (b), Respondent and Attorney General further agree that any representation approved or authorized in labeling by the U.S. Food and Drug Administration and used by Respondent in the authorized or approved manner is neither misleading nor requires Competent and Reliable Scientific Evidence.

- d. Permanently refrain from falsely or deceptively using stock photos as "before and after photos" to advertise, sell, or offer to sell Covered Products.

- e. Permanently refrain from making false or misleading representations that Respondent was certified by any entity, including governmental entities.
- f. Permanently refrain, in connection with any Consumer who purchases any Covered Product subsequent to the Effective Date of this AVC, and who uses a debit card or other means of electronic fund transfer, from:
 - i. Failing to obtain written authorization for Preauthorized Electronic Fund Transfers from a Consumer's account before initiating any Preauthorized Electronic Fund transfer, as required by Section 907(a) of the Electronic Fund Transfer Act, 15 U.S.C. § 1693(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b); and
 - ii. Failing to maintain procedures reasonably designed and implemented to avoid an unintentional failure to obtain written authorization for a Preauthorized Electronic Fund Transfer, as required in Section 205.10 of the Federal Reserve Board's Official Staff Commentary to Regulation E, 12 C.F.R. § 205, Supp. I, or as it may hereafter be amended.
- g. Provide Clear and Conspicuous written disclosures regarding customer agreements, including the VIP Customer Agreement, and VIP Program minimum purchase requirements before obtaining any billing information and/or payment from any Consumer.
- h. Ensure that all material terms and conditions of the transaction are Clearly and Conspicuously disclosed to each Consumer before obtaining the consumer's billing information and/or charging the Consumer's credit card, debit card, bank account, or other financial account.
- i. Provide Clear and Conspicuous written disclosures in all advertising of Covered Products to Consumers, and honor all advertised prices and terms in accordance with such advertisements.
- j. Ensure that any and all disclaimers and policies, including, but not limited to Respondent's refund and cancellation policies, are Clear and Conspicuous, provided on the same page, or via a Clear and Conspicuous link, and above any solicitations for consent and/or payment, and provided prior to accepting any payment.

- k. Provide training programs to all relevant employees, Marketers, and Market Partners, including, but not limited to, training (i) regarding Clear and Conspicuous terms, conditions, disclosures, and policies (e.g. refund policy, cancellation policy, VIP program minimum purchase requirements, etc.); (ii) informing such employees, Marketers, and Market Partners that their oral representations must be consistent with Respondent's written terms, conditions, disclosures, and policies; and (iii) prohibiting misrepresentations to Consumers, consistent with the terms and conditions of this AVC.
- l. Provide refunds to Consumers in accordance with Respondent's Clearly and Conspicuously disclosed refund and cancellation policy; Clearly and Conspicuously disclose to Consumers, whether via a Clear and Conspicuous link or otherwise, whether the Consumer will incur any additional expense and/or fee if the Consumer returns any product and/or cancels any service; Clearly and Conspicuously disclose Respondent's refund policy; comply with all State and Federal regulations regarding refunds; and abide by the Clearly and Conspicuously disclosed refund policy.
- m. Maintain a customer support telephone number, with average (averaged over the thirty (30) day period preceding the call) call wait times under ten (10) minutes, and/or provide an email address for consumers to file a complaint, and ensure all Consumer complaints are responded to within three (3) business days, and ensure that any independent contractors utilized by Respondent comply with this provision.
- n. Implement policies and procedures sufficient to ensure that all marketing, promotions, and advertisements made by Respondent, or approved by Respondent, on the Website, or elsewhere, regarding the Covered Products are in compliance with this AVC.
- o. Secure and preserve all underlying or supporting data and documents, with regard to any clinical test or study ("test") upon which Respondent relies, to substantiate any claim, generally accepted by experts in the field as relevant to an assessment of the test, including:
 - i. All protocols and protocol amendments, reports, articles, write-ups, or other accounts of the results of the test, and drafts of such documents reviewed by the test sponsor or any other person not employed by the research entity;

- ii. All documents referring or relating to recruitment; randomization; instructions, including oral instructions, to participants; and participant compliance;
- iii. Documents sufficient to identify all test participants, including any participants who did not complete the test, and all communications with any participants relating to the test; all raw data collected from participants enrolled in the test, including any participants who did not complete the test; source documents for such data; any data dictionaries; and any case report forms;
- iv. All documents referring or relating to any statistical analysis of any test data, including any pretest analysis, intent-to-treat analysis, or between-group analysis performed on any test data; and
- v. All documents referring or relating to the sponsorship of the test, including all communications and contracts between any sponsor and the test's researchers.

Provided, however, the preceding preservation requirement shall not apply to a Reliably Reported test, unless the test was conducted, controlled, or sponsored, in whole or in part by: (1) Respondent ; (2) Respondent's officers, agents, representatives, or employees; (3) any other person or entity in active concert or participation with any Respondent; (4) any person or entity affiliated with or acting on behalf of any Respondent; (5) any supplier of any ingredient contained in the Covered Product at issue to any of the foregoing or to the product's manufacturer; or (6) the supplier or manufacturer of such Covered Product.

- p. Provide mandatory bi-annual training to all relevant employees and sufficient supervision to ensure compliance with the terms of this AVC.
- q. Institute training programs for Market Partners regarding the marketing of Covered Products and the VIP Program, including the VIP Customer Agreement, and VIP Program minimum purchase requirements; and provide mandatory initial training after execution of this AVC and, thereafter, annual training, to all Marketers and Market Partners regarding Respondent's written policies and procedures, and

Marketers' and Market Partners' obligation to comply with the terms of this AVC.

- r. Notify Respondent's Marketers, Market Partners and independent consultants of the requirements of this AVC and their obligation to operate their businesses in a manner consistent with the AVC. Any Marketer, Market Partner or independent contractor who is found to have acted inconsistently with the terms and conditions of this AVC will be terminated as a Market Partner by Respondent.

III. EQUITABLE RESTITUTION

26. The Respondent represents and warrants that, since it became aware of the complaints leading up to the Attorney General's investigation, and in accordance with the Respondent's standard refund policies, the Respondent fully refunded at least \$82,781.68 in total to consumers who ordered the Respondent's Covered Products, and have attested to such in the notarized affidavit attached hereto as **Exhibit A.**

27. In addition, with respect to every single Consumer complaint previously received by the Attorney General and provided to Respondent (the "Covered Consumers"), Respondent agrees to refund such Covered Consumers who: (i) purchased a Covered Product during the relevant time period of this AVC and (ii) who file a complaint regarding Respondent with the Attorney General within 180 days of the Effective Date of this AVC any and all amounts such Covered Consumers claimed were due and owing to them, that had not or has not previously been refunded to such Covered Consumers. This includes refunding consumers who

previously filed a complaint, did not provide a dollar amount of loss, and then subsequently complete a claim form and substantiate such amount. Within a reasonable time after the conclusion of the 180 days following the Effective Date of this AVC, the Attorney General shall provide Respondent with a list of Covered Consumers who submitted complaints, claim forms, or affidavits within 180 days of the Effective Date of this AVC and the amounts due to each such Covered Consumer, and Respondent shall provide refunds directly to consumers within 30 days of receipt of said list. To the extent Respondent objects to the listed refunds due to the Covered Consumers who file timely complaints or claim forms, such Covered Consumers shall be refunded absent sufficient documentation provided by Respondent to establish to the Attorney General's reasonable satisfaction that Respondent made timely payment of all appropriate refunds due to such Covered Consumers, or that the Covered Consumer otherwise is not entitled to the requested refund.

28. Within 15 days of payment of the refunds required in Paragraph 27, Respondent shall provide the Attorney General with a sworn affidavit certifying the Respondent's compliance with the obligations set forth in Paragraph 27 and provide documentation substantiating said payments.

IV. ATTORNEY'S FEES AND COSTS

29. Respondent shall pay Two Hundred Fifty Thousand dollars and No cents (\$250,000.00) to the Attorney General pursuant to Section 501.2105, Florida Statutes, in payment of attorney's fees, costs and investigative fees regarding this investigation and future enforcement investigative fees and costs ("Fee Amount"). All payments shall be made by wire transfer, cashier's check or other certified funds payable to the **Department of Legal Affairs**, to be deposited in the **Revolving Trust Fund**.

30. The payment shall be submitted within five (5) days of the Effective Date of this AVC to the attention of Assistant Attorney General Kyle R. Dull, Office of Attorney General, Consumer Protection Division, 1 SE Third Avenue, Suite 900, Miami, FL 33131.

V. FUTURE VIOLATIONS

31. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC by Respondent is prima facie evidence of a violation of FDUTPA in an action brought by the Attorney General, and will subject Respondent to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this AVC has occurred, then the Respondent shall be liable for a consent judgment against Respondent in an action

brought by the Attorney General in the amount of \$250,000 in civil penalties, as well as attorney's fees and costs incurred in enforcing this AVC, any other penalties, and any other legal or equitable relief as the court may determine appropriate.

VI. COMPLIANCE

32. For a period of five (5) years from the effective date of this AVC, for the purpose of further determining compliance with this AVC, Respondent shall permit representatives of the Attorney General, upon written request to Respondent and its counsel, access during normal business hours to any office, warehouse, retail location, or facility storing documents, of Respondent. In providing such access, Respondent shall permit representatives of the Attorney General to inspect and copy all documents relevant to any matter contained in this AVC, and with reasonable notice provided, to interview or take sworn testimony of the officers, directors, and employees, including all personnel involved in responding to consumer complaints or inquiries, and all sales personnel, whether designated as employees, consultants, independent contractors or otherwise, concerning matters relating to compliance with the terms of this AVC. Counsel may be present during any inspection or sworn statement. Nothing in this AVC limits the Attorney General's lawful use of its compulsory process, pursuant to Section 501.206, Florida Statutes, to obtain any documentary, material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices (within the meaning of Section 501.203-501.204,

Florida Statutes), or other means available under Florida law, including, but not limited to, posing through its representatives as consumers or suppliers without the necessity of identification.

33. Respondent shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this AVC and other information reasonably sufficient to establish compliance with the provisions of this AVC for five (5) years from the date of this AVC, and shall provide reasonable access to such documents and information to the Attorney General upon request.

34. For a period of five (5) years from the date of this AVC, Respondent shall notify the Attorney General at least thirty (30) days prior to creating, operating, or exercising any control over any business entity or organization in Florida that manufactures or sells Covered Products, or is used as a holding company, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, corporation or unincorporated entity. Said notification shall include a written statement disclosing: (1) the name, address and telephone number of the business entity; (2) the names of the business entity's officers, directors, principals, managers, and employees; and (3) a detailed description of the business entity's intended activities.

35. Future complaints received by the Attorney General may be forwarded to Respondent to the attention of Jason Unger of Gray Robinson, P.A., or another

agent designated by Respondent whose contact information shall be provided to the Attorney General for future correspondence. For all complaints forwarded to Respondent from the Attorney General, Respondent shall provide a written response to the Attorney General within thirty (30) days detailing the nature of the complaint, Respondent's response to the complaint and any actions taken to cure and/or resolve the complaint. Any actions taken by the Attorney General with regard to future complaints shall not be construed as a waiver of the Attorney General's remedies under this AVC or approval of Respondent's actions and/or resolution of such complaints.

36. Respondent shall not effect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this AVC.

37. Respondent shall make the terms and conditions of this AVC known to any managers, members, officers, owners, directors, employees, agents, independent contractors, Market Partner, successors and assigns or anyone else acting for or on behalf of Respondent.

VII. CUSTOMER RECORDS

38. Any personal or financial information of consumers in the custody, control or possession of Respondent shall be securely stored in such a manner as to

reasonably protect against inadvertent disclosure of consumer information. Respondent, including any managers, members, officers, owners, directors, employees, agents, independent contractors, successors and assigns, shall not, directly or indirectly, market, sell, share or otherwise disclose the name, contact information, or financial information of any consumer in the care, custody or control of Respondent .

VIII. EFFECTIVE DATE

39. The Effective Date of this AVC shall be the date of its execution and delivery by the Attorney General (the "Effective Date"). Acceptance by the Attorney General shall be established by the signature of the Deputy Attorney General.

40. The receipt by the Attorney General of any monies pursuant to the AVC does not constitute acceptance by the Attorney General, and any monies received shall be returned to Respondent if this AVC is not accepted and fully executed by the Attorney General.

IX. SCOPE OF AGREEMENT AND RELEASES

41. This AVC does not constitute an approval by the Attorney General of any of Respondent's business practices. Respondent shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved of any part or aspect of Respondent's business practices.

42. This AVC is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this AVC, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this AVC, the parties have not made any promises, representations or warranties to each other, and neither party's decision to enter into this AVC is based upon any statements by the other party outside of those in this AVC.

43. The Respondent agrees that no promises of any kind or nature whatsoever, other than the written terms of this AVC, were made to induce the Respondent into entering into this AVC.

44. This AVC may be amended only by written agreement between the Parties, subject to any further requirements under state law.

45. Nothing in this AVC is to be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondent or any other person or entity, and nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the Attorney General except as expressly limited herein.

46. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for or against any party on the grounds that one party had more control over establishing the terms of this AVC than another.

47. Respondent expressly acknowledges that it had, or had the opportunity to obtain, the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this AVC. Respondent has read this agreement, is aware of its terms, has voluntarily executed it, and acknowledges that to the extent it has waived any rights or defenses by entry into this AVC, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

48. Respondent agrees that it releases and forever discharges the Office of the Attorney General (including any of its past, present or future administrators, employees, officers, attorneys, agents, representatives, officials acting in their official capacities, agencies, departments, commissions, and divisions) from any and all manner of civil claims, demands, actions, suits and causes of action, damages whenever incurred, liabilities of any nature whatsoever, whether known or unknown, accrued or unaccrued, legal, equitable or statutory, arising out of or in any way related to, in whole or in part, the subject matter of this AVC.

49. Subject to the truthfulness of information and representations made by Respondent, the Attorney General agrees to accept this AVC as a complete settlement and release of any claims asserted or that could have been asserted by the Attorney General under FDUTPA, related to the acts and practices that are the subject of this investigation, against Respondent for conduct occurring before the

effective date of this AVC. This release does not act as a release of any claim for Respondent's breach of this AVC.

50. This AVC shall be governed by the laws of the State of Florida.

51. The obligations imposed under this AVC are continuing in nature and shall apply to and be binding upon Respondent and their successors and assigns, whether acting through their principals, officers, owners, managers, members, directors, shareholders, representatives, employees, agents, independent contractors, successors and assigns, or acting through any limited liability company, corporation or other business entity whose acts, practices or policies are directed, formulated, or controlled by Respondent .

X. MISCELLANEOUS

52. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purpose of establishing the existence of this agreement, and this AVC may be executed in counterparts the compilation of which shall constitute the full and final agreement.

53. Luis Urdaneta and Rayner Urdaneta agree to be bound by Section II (Injunctive Terms) and Section V (Future Violations).

54. Notice to any of the parties to this AVC as may be required shall made by certified mail and email at the addresses set forth below unless any party notifies the other parties in writing of another address to which notices should be provided.

To Respondent:

Thomas J. Hoolihan
Senior Vice President and Chief Legal Officer
Monat Global Corp.
3470 NW 82nd Avenue, Suite 910
Miami, FL 33122

With copy to:

Jason Unger
Gray Robinson, P.A.
301 South Bronough Street, Suite 600
Tallahassee, FL 32301

To the Attorney General:

Kyle R. Dull
Assistant Attorney General
Office of the Attorney General
1 SE Third Avenue, Suite 900
Miami, FL 33131

55. It is a condition of each of the Attorney General's obligations under this AVC that the Respondent has fully and timely performed all of Respondent's obligations previously due under this AVC.

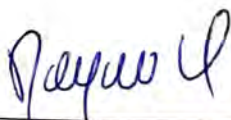
56. If any term of this AVC is to any extent unenforceable, invalid or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

57. By my signature, I hereby affirm that I have authority to execute this AVC on behalf of the party indicated and, to the extent I am acting in a representative capacity, I am acting within the scope of my authority as corporate representative, and that by my signature I am binding the party/parties indicated to the terms and conditions of this AVC.

SIGNATURES ON FOLLOWING PAGES

MONAT GLOBAL CORP.

Agreed to:

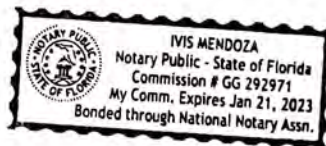
By: 
RAYNER URDANETA, Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF Dade)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, RAYNER URDANETA personally appeared as Chief Executive Officer of Monat Global Corp. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 13 day of August, 2020.

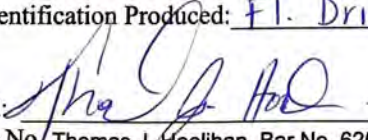
Subscribed to before me by means of ✓ physical presence or online notarization, this 13 day of August, 2020.


NOTARY PUBLIC
Iris Mendoza
(print, type, or stamp commissioned Notary Public)



Personally known ✓ or Produced Identification (check one)

Type of Identification Produced: FL. Drivers License

Witnessed: 
Name, Bar No. / Thomas J. Hoolihan, Bar No. 625051
Address 4720 133rd Street NW, Gig Harbor, WA 98332
Phone 1-360-870-7661
Counsel for [Respondent]

RAYNER URDANETA, INDIVIDUALLY

Agreed to:

By: _____

Rayner
RAYNER URDANETA, Individually
3470 NW 82 Avenue, Suite 910
Miami, Florida 33122
Chief Executive Officer and Co-Founder, Monat Global Corp.

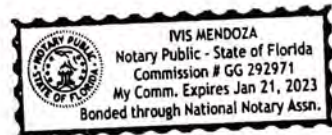
STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, RAYNER URDANETA personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 13 day of August, 2020.

Subscribed to before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2020.

[Signature]
NOTARY PUBLIC

Iris Mendoza
(print, type, or stamp commissioned Notary Public)



Personally known ☒ or Produced Identification _____ (check one)

Type of Identification Produced: Fl. Drivers License

LUIS E. URDANETA, INDIVIDUALLY

Agreed to:

By: 

LUIS E. URDANETA, Individually

3470 NW 82 Avenue, Suite 910

Miami, Florida 33122

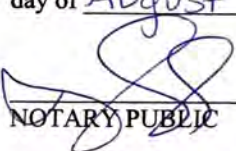
Chairman and Co-Founder, Monat Global Corp.

STATE OF FLORIDA)

COUNTY OF DADE)

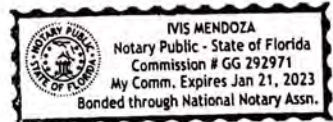
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, LUIS E. URDANETA personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 13 day of August, 2020.

Subscribed to before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2020.


NOTARY PUBLIC

Ivis Mendoza

(print, type, or stamp commissioned Notary Public)



Personally known ☒ or Produced Identification ☐ (check one)

Type of Identification Produced: FL Drivers License

COUNSEL FOR RESPONDENT



By: _____

Jason Unger
Gray Robinson, P.A.
301 South Bronough Street, Suite 600
Tallahassee, FL 32301

Dated: 8/14/2020 _____

OFFICE OF THE ATTORNEY GENERAL

By: Kyle R. Dull

Kyle R. Dull
Assistant Attorney General
Office of the Attorney General
1 SE Third Avenue, Suite 900
Miami, FL 33131

Dated: August 14, 2020

By: _____

Patricia A. Conners
Deputy Attorney General
Office of the Attorney General
State of Florida
Department of Legal Affairs
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dated: _____

OFFICE OF THE ATTORNEY GENERAL

By: Kyle R. Dull
Kyle R. Dull
Assistant Attorney General
Office of the Attorney General
1 SE Third Avenue, Suite 900
Miami, FL 33131

Dated: August 14, 2020

By: Patricia A. Conners
Patricia A. Conners
Deputy Attorney General
Office of the Attorney General
State of Florida
Department of Legal Affairs
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dated: Aug 17, 2020

Initials: RV

**EXHIBIT A
TO
ASSURANCE OF VOLUNTARY COMPLIANCE
MONAT GLOBAL CORP**

AFFIDAVIT

1. My name is Thomas J. Hoolihan and I am the Senior Vice President and Chief Legal Officer of Monat Global Corp. I have personal knowledge of the matters set forth herein and I am competent to give this Affidavit.
2. This Affidavit is given pursuant to Paragraph 26 of the Assurance of Voluntary Compliance (the "AVC") entered into by Respondent with the Consumer Protection Division of the Attorney General, Department of Legal Affairs for the State of Florida, Case Number L18-3-1232, to which this Affidavit is attached.
3. I attest that the amount listed in Paragraph 26 of the AVC is true and accurate based upon the information contained within the books and records of the Respondent, which books and records are prepared, compiled and maintain in the ordinary course of business. Respondent has previously provided refunds to consumers prior to the execution of this AVC totaling Eighty-Two Thousand Seven Hundred Eighty-One Dollars and Sixty-Eight Cents (\$82,781.68).

I declare that the foregoing is true and correct.

By: _____

THOMAS J. HOOLIHAN

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

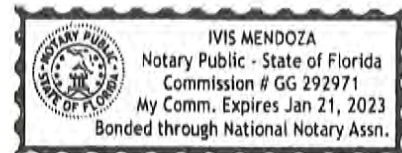
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, **THOMAS J. HOOLIHAN** personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 14 day of August, 2020.

Subscribed to before me by means of ☒ physical presence or ☐ online notarization, this _____ day of August 14, 2020.

NOTARY PUBLIC

Ivis Mendoza

(print, type, or stamp commissioned Notary Public)



Personally known ☒ or Produced Identification _____ (check one)

Type of Identification Produced: FL Drivers License