

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF
INGHAM

DANA NESSEL, ATTORNEY GENERAL
OF THE STATE OF MICHIGAN, *ex rel*
The People of the State of Michigan,

Petitioner,

V

SKIN ENVY, LLC,

Respondent.

No. 21-226-CP

HON. CLINTON CANADY

Katherine J. Bennett (P75913)
Attorney for Petitioner
Michigan Dep't of Attorney General
Corporate Oversight Division
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ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan (Petitioner) and Skin Envy, LLC, and Stephanie Davison (collectively "Respondents"), hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance ("Assurance"). This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as amended, MCL 445.901 *et seq.* (MCPA).

Based on the foregoing, the Parties agree as follows:

I. **Definitions**

1.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

1.2 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

1.3 “Respondents” refers to Skin Envy, LLC, and Stephanie Davison, whether doing business under any other assumed name or acting through their principals, employees, contractors, or any other business entity.

1.4 “Parties” means COD and Respondents, collectively.

1.5 All other terms shall have the meaning specifically defined in the MCPA.

II. **Respondents’ business model and COD investigation.**

2.1 Respondents advertised ipamorelin/sermorelin injections on WOOD TV’s EightWest program and elsewhere. In one appearance on WOOD TV, Respondent Davison stated that she never became ill with COVID-19, and that “I have had people tell me in the medical field that it is probably due to the” ipamorelin/sermorelin injections. Further, later in the broadcast, she encouraged consumers to purchase ipamorelin/sermorelin injections “if you’re scared” of getting COVID-19, adding there aren’t “any studies.” After receiving a complaint from a consumer, COD investigated Respondents’ claims and discovered that Skin Envy, LLC’s website listed 35 alleged benefits of ipamorelin/sermorelin, including that it strengthens the immune system. However, the website did not list any long-term consequences or known side-effects; instead, it suggested there is “little risk of receiving too much Sermorelin.”

2.2 COD determined there was probable cause to believe Respondents were engaging in unfair trade practices made unlawful by the MCPA. As a result, on May 17, 2021, COD issued a Notice of Intended Action (NIA) to Respondents, which detailed COD's concerns regarding Respondents' business practices.

2.3 Respondents are offering this Assurance to avoid the time and expense of litigating COD's concerns. This Assurance, and COD's acceptance of it, does not constitute an admission of any wrongdoing by Respondents.

2.4 In entering into the Assurance, the mutual objective of the parties is to resolve, without litigation, COD's potential claims under the MCPA for preliminary and permanent injunctive relief, as well as the potential claims for payment of damages and reimbursement of COD's costs and expenses related to COD's enforcement action. The entry into this Agreement by Respondents is not an admission of liability with respect to any issue addressed in this Agreement, nor is it an admission of any factual allegations or legal conclusions stated or implied herein or in COD's May 17, 2021 NIA.

III. ***Jurisdiction***

3.1 The Department of Attorney General ("the Department") has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Respondents waive all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

IV. ***Parties Bound***

4.1 This Assurance binds Respondents, whether acting through associates, principals, officers, directors, employees, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity.

Respondents are responsible for compliance with the terms of this Assurance, and must ensure that all employees, agents and representatives comply with the terms of this Assurance.

V. *Implementation of Compliance Measures*

5.1 Respondents will comply with the MCPA going forward.

5.2 Respondents will not use the EightWest video described in paragraph 2.1 above, in any advertising going forward. Respondent Davison has previously assured COD that she has removed this video from all advertising and has requested that WOOD TV no longer run this video and remove it from the WOOD TV website. COD accepts this assurance, and Respondents confirm its veracity. Further, Respondents confirm this video will not be reposted or used in the future.

5.3 Respondents will not claim that ipamorelin/sermorelin injections prevent or treat COVID-19.

5.4 Respondent Davison will publicly retract her statements regarding COVID-19 on the 90day_stephanie Instagram account. The retraction will state as follows: "Ipamorelin/Sermorelin injections do not treat or prevent COVID-19 and have not been evaluated by the Food and Drug Administration for the treatment or prevention of COVID-19. Skin Envy apologizes if any consumer concluded otherwise." This retraction will begin on August 13, 2021 and will remain on this domain for 30 days. Respondent Davison agrees that she will not make future public statements contradicting or undermining this retraction; in the event this occurs, it will be considered a material breach of this Assurance.

5.5 Respondents will add the following statement to Skin Envy, LLC's business website regarding ipamorelin/sermorelin injections: "You should consult a medical professional regarding the potential short-term side effects or long-term consequences of ipamorelin/sermorelin injections." This language will be added within 7 calendar days of the effective date of this agreement.

VI. ***Financial obligations***

6.1 Respondents will pay \$4,000 to the State of Michigan as contribution for investigation costs. This Amount shall be paid to COD no later than September 1, 2021.

6.2 The payment to the State of Michigan/COD required by this Section shall be made by check payable to the "State of Michigan." The payment shall be sent to Katherine J. Bennett, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

VII. ***Release***

7.1 Upon the Effective Date, COD hereby releases and discharges Respondents and any of their parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, that are based directly or indirectly on the Attorney General's consumer protection investigation as identified in the aforementioned NIA, including the alleged acts, failures to act, omissions, misrepresentations, facts, events, transactions, statement, occurrences or other subject matter which were or could have been set forth,

alleged, complained of or otherwise referred to in the NIA. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers or other Michigan state or federal agencies. Further, nothing herein precludes attorneys in other divisions of the Department of Attorney General acting as attorney representatives for other state agencies from asserting claims on behalf of such other state agencies.

VIII. **General Provisions**

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the parties and their successors-in-interest. This Assurance does not bind any other agencies, boards, commissions, offices of the State of Michigan, or attorneys in other divisions of the Department of Attorney General acting as attorney representatives for other Michigan state agencies.

8.2 This Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by the Attorney General of any of Respondents' business practices and Respondents must not make any representation to the contrary.

8.4 No modification of this Assurance is valid unless in writing and signed by all parties.

8.5 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice in the event that COD believes Respondents to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

IX. Signatories, Execution in Counterparts, and Electronic Signatures

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter into this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

9.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically-transmitted signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

X. Effective Date

10.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

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**Dana Nessel, Attorney General, on
behalf of the People of the State of
Michigan**

Dated: August 17, 2021

By: Katherine J. Bennett

Katherine J. Bennett (P75913)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
BennettK1@michigan.gov

Dated: Aug 13 2021

By: [Signature]
Stephanie Davison, Resident Agent

**Skin Envy, LLC
("Respondent")**

Dated: Aug 13 2021

By: [Signature]
Stephanie Davison

**Stephanie Davison
("Respondent")**

Acknowledged and Reviewed:

Dated: August 16, 2021

By: William M. Azkoul

William M. Azkoul (P40071)
Gruel Mills Nims & Plyman, PLLC
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