

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,

No.

HON.

v

Jon Furdek and Planetary Toys, LLC d/b/a
Treasure Trove Toys,

Respondents.

Katherine J. Bennett (P75913)
Attorney for Petitioner
Michigan Dep't of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
Bennettk1@michigan.gov

Jon Furdek
Respondent

Jon Furdek, Resident Agent
Respondent
Planetary Toys, LLC d/b/a
Treasure Trove Toys

ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan ("Attorney General") and Planetary Toys, LLC d/b/a Treasure Trove Toys and Jon Furdek (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 Planetary Toys, LLC, and Jon Furdek, 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 sold toys and collectibles through the “Treasure Trove Toys” website, which did not indicate a connection to Respondents. Instead, the website displayed an invalid street address and disconnected telephone number. Many consumers filing complaints with the Attorney General and the Better Business Bureau (BBB) indicated they had ordered and paid for items from this website, but never received them. And some consumers indicated that they ordered special-edition items, but then received only standard, less valuable versions. And nearly all of the complaining consumers had yet to receive a refund.

2.2 In an interview with COD’s investigator, Respondent Furdek indicated he often sold items to consumers via pre-orders but then was unable to obtain inventory from suppliers.

2.3 Respondent Furdek previously operated similar businesses selling toys and collectibles in the state of Indiana, including but not limited to Kool Kid Toys, LLC,

and Henri's Toys, LLC. The BBB also received numerous complaints for these two businesses, which largely mirror the complaints received regarding Treasure Trove Toys.

2.4 COD determined there was probable cause to believe Respondents were engaging in unfair trade practices made unlawful by the MCPA. As a result, on December 16, 2021, COD issued a Notice of Intended Action (NIA) to Respondents, which detailed COD's concerns regarding Respondents' business practices.

2.5 Respondents are offering this Assurance to avoid the time and expense of litigating COD's concerns.

2.6 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.

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 they 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 To the extent that Respondents may have engaged in any unfair or deceptive business practices in the State of Michigan, Respondents shall immediately cease and desist such practices and will comply with the MCPA going forward.

5.2 Respondents will immediately cease selling toys and collectibles online and will not engage in such activity for a period of five years from the effective date of this Assurance. This includes both sales via independent website and sales through third-party websites, such as ebay.

5.3 Going forward, Respondent Furdek will only operate businesses in Michigan under names that are properly registered with the Michigan Department of Licensing and Regulatory Affairs' ("LARA") Corporations Division (or the appropriate successor state agency). Any websites or marketing materials Respondents utilize in connection with such business(es) will prominently feature the entity name registered with LARA.

VI. Financial obligations

6.1 Within six weeks (42 days) of the effective date of this Assurance, Respondents will resolve all outstanding consumer complaints filed with the Attorney General and the BBB regarding Treasure Trove Toys. Specifically, all consumers that were never sent items ordered or that were sent the wrong item will receive full refunds in the total amount paid for each purchase. Further, Respondents will provide a full

refund to the Michigan consumer who filed a complaint with the BBB indicating he never received an item he purchased from Henri's Toys, LLC.

6.2 Respondents will pay \$1,000.00 to the State of Michigan as compensation for COD's investigation to resolve the dispute between the Parties. This Amount shall be paid to COD no later than six weeks (42 days) from the effective date of this Assurance.

6.3 If Respondents are late in making any payment described above, they agree to pay \$10.00 per day for each calendar day after the due date. Such late fees shall be paid to COD.

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

6.5 All refunds to consumers required by this section shall be completed electronically or by mailing a certified check or money order to each consumer. Respondents will provide COD with written documentation showing all refunds. To the extent any of these payments are returned to Respondents because the recipient is no longer at the address associated with the purchase or is deceased, Respondents shall immediately notify COD in writing. It shall then be up to COD to identify an appropriate address and/or heir to receive the payment and notify Respondents of such information.

6.6 Respondents agree to compensate the Attorney General for any litigation costs and attorney fees associated with any action brought to enforce the terms of this Assurance.

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, other divisions of the Attorney General's office, or other state or federal 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 Division of the Michigan Department of the Attorney General other than COD, or other agencies, boards, commissions, or offices of the State of Michigan.

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 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

8.6 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. Respondents have read the full Assurance, understand its terms, and are aware that they may (if they desire) engage or consult with an attorney of their choosing before signing this document.

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: January 10th, 2022 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: 1/7/22 By: _____

Planetary Toys, LLC
("Respondent")

J. Furdek
Jon Furdek, Resident Agent

Dated: 1/7/22 By: _____

Jon Furdek
("Respondent")

J. Furdek
Jon Furdek