

Exhibit A

Assurance of Voluntary Compliance

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, <i>ex rel.</i> HERBERT)	
H. SLATERY III, Attorney General and)	
Reporter,)	
)	
Petitioner,)	
)	
v.)	Case No. _____
)	
MATTHEW COLVIN and NOAH COLVIN,)	
)	
Respondents.)	

ASSURANCE OF VOLUNTARY COMPLIANCE

Subject to the Court's approval, the State of Tennessee through its Attorney General, Herbert H. Slatery III, (State or Attorney General) accepts this Assurance of Voluntary Compliance (Assurance) given by Matthew Colvin and Noah Colvin.

FACTS

Some of the facts and circumstances surrounding the execution of this Assurance are as follows:

- a. The Attorney General conducted an investigation of Respondents regarding whether certain acts and practices of Respondents violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101–131. (TCPA). Specifically, the Attorney General investigated Respondents alleged practices of charging grossly excessive or unreasonable prices for emergency supplies and/or medical supplies during the crisis related to COVID-19.
- b. On March 14, 2020, the Attorney General served a Request for Information (RFI) on Respondents pursuant to Tenn. Code Ann. § 47-18-106(a). This RFI sought documentary material, written statements under oath, sworn testimony, and merchandise for examination.
- c. Respondents have donated or surrendered all Emergency Supplies and/or Medical Supplies in their possession, custody, or control to a non-profit organization to

mitigate the impacts of the COVID-19 pandemic. After service of the RFI, at the request of the Attorney General, Respondents voluntarily waived any interest in the aforementioned supplies and agreed to the distribution of those supplies to officials in Kentucky.

d. Pursuant to Tenn. Code Ann. § 47-18-107, Respondents desire to give this Assurance, and the Attorney General desires to accept it, in order to avoid the expense associated with litigation.

e. Respondents represent and warrant that the above are true.

f. Acting pursuant to Tenn. Code Ann. § 47-18-107, subject to Court approval, Respondents give, and the Attorney General accepts, the following assurances.

DEFINITIONS

2. As used in this Assurance and accompanying Agreed Final Order (Order), the following words or terms shall have the following meanings:

a. “Effective Date” means the date this Assurance is approved by the Court.

b. “Emergency Supplies” includes, but is not limited to, water, flashlights, radios, batteries, candles, blankets, soap, diapers, temporary shelters, tape, toiletries, plywood, nails, and hammers.

c. “Medical Supplies” includes, but is not limited to, prescription and nonprescription medications, bandages, gauze, isopropyl alcohol, and antibacterial products.

d. “Parties” means the State through its Attorney General and Respondents.

e. “Person” means “a natural person, individual, governmental agency, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.”

f. “Respondents” means Matthew Colvin and Noah Colvin.

JURISDICTION

3. Jurisdiction of this Court over the subject matter and Respondents for the purpose of entering into and enforcing this Assurance and Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply for such further orders and directions as

may be necessary or appropriate for the construction, modification, or execution of this Assurance and Order, including enforcement of compliance and assessment of penalties for violation(s). Respondents agree to pay all court costs, reasonable attorney's fees, and any costs associated with any successful petitions to enforce any provision of this Assurance and Order against Respondents.

VENUE

4. Pursuant to Tenn. Code Ann. § 47-18-107(a), venue as to all matters between the Parties related to or arising out of this Assurance and Order is solely in the Chancery Court of Davidson County, Tennessee.

AGREEMENT TO REFRAIN FROM ENGAGING IN UNFAIR AND/OR DECEPTIVE BUSINESS PRACTICES

5. It is agreed that as of the Effective Date, Respondents, during any declared state of abnormal economic disruption related to the COVID-19 pandemic, hereby agree to refrain from charging any Person a price for Emergency Supplies or Medical Supplies that is grossly in excess of the price generally charged for the same or similar goods or services in the usual course of business.

MONETARY PROVISIONS

6. Pursuant to Tenn. Code Ann. § 47-18-107(b), all Emergency Supplies or Medical Supplies donated by Respondents shall constitute restitution for purposes of this Assurance.

PRIVATE RIGHTS OF ACTION

7. Nothing in this Assurance shall be construed to affect, limit, or alter any private right of action that any consumer, person, entity, or any local, state, federal or other governmental entity, may hold against the Respondents.

GENERAL PROVISIONS

8. Respondents hereby accept and expressly waive service of process for the State's Petition.

9. Respondents shall not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the State that are prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purpose of this Assurance.

10. By agreeing to this Assurance, Respondents reaffirm and attest to the truthfulness, accuracy, and completeness of all of the information provided by Respondents to the Attorney General prior to entry of this Assurance. The Attorney General's agreement to this Assurance is expressly premised upon the truthfulness, accuracy, and completeness of the information provided by Respondents to the Attorney General throughout the course of the investigation of this matter, which was relied upon by the Attorney General in negotiating and agreeing to the terms and conditions of this Assurance.

11. The acceptance of this Assurance by the Attorney General shall not be deemed approval by the Attorney General of any of Respondents' advertising or business practices. Further, neither Respondents nor anyone acting on his/its behalf shall state or imply or cause to be stated or implied that the Attorney General has approved, sanctioned or authorized any practice, act, advertisement or conduct of the Respondents.

12. Upon the Effective Date, the Attorney General releases Respondents Matthew Colvin and Noah Colvin from all civil claims that have been or could have been brought by the Tennessee Attorney General pursuant to the TCPA, relating to Respondents pricing of

Emergency Supplies and/or Medical Supplies during a declared state of abnormal economic disruption.

13. If any clause, provision, or section of this Assurance 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, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

REPRESENTATIONS AND WARRANTIES

14. Respondents represent and warrant that the execution and delivery of this Assurance is their free and voluntary act.

15. Respondents represent that signatories to this Assurance have authority to act for and bind Respondents.

16. Respondents represent and warrant that Matthew Colvin and Noah Colvin are the true legal names of the individuals and entities entering into this Assurance and Order.

17. Respondents represent and warrant that they have engaged in trade or commerce in Tennessee since on or about January 1, 2018, to the present.

18. Respondents represent and warrant that they have only done business with Tennessee from Rhea County and Hamilton County in the state Tennessee.

19. Respondents understand that the State expressly relies on the truthfulness and accuracy of the representations and warranties set forth in this Assurance. If any of the representations or warranties are false or inaccurate in any way, Respondent shall agree, at the request of the Attorney General, that the Assurance is rescinded, or in the alternative, that good cause exists for a court to void the Assurance.

20. Respondents hereby waive any and all rights that they may have to be heard in connection with judicial proceedings upon the approval of this Assurance. This Assurance is made a part of and is incorporated into the Agreed Order. Respondents consent to the entry of this Assurance and Order without further notice.

21. All costs associated with the filing and distribution of this Petition, Order, and Assurance and any other incidental costs or expenses incurred thereby shall be borne by Respondents. No costs shall be taxed against the State of Tennessee as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.

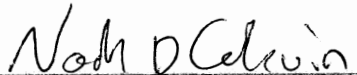
22. Any notices related to this Assurance shall be sent to the following addresses:

<u>For the Tennessee Attorney General:</u>	<u>For the Respondents:</u>
Deputy Attorney General Office of the Attorney General Consumer Protection Division Post Office Box 20207 Nashville, Tennessee 37202 Telephone: (615) 741-1671	Clay Lee, Esq. Epstein, Becker, and Green, P.C. 424 Church Street, Suite 2000 Nashville, Tennessee 37219 Telephone: (629) 802-5293

23. This Assurance sets forth the entire agreement between the Parties.

**ASSURANCE GIVEN BY RESPONDENTS
MATTHEW COLVIN AND NOAH COLVIN:**

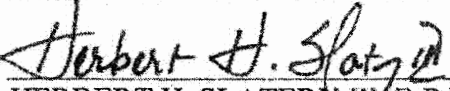

MATTHEW COLVIN

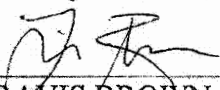

NOAH COLVIN



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**ASSURANCE ACCEPTED BY THE
TENNESSEE ATTORNEY GENERAL:**


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Attorney General and Reporter


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