



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

IN THE INVESTIGATION OF

AGENCY CASE NO. L13-3-1115

1SALEADAY.COM,
1SALEADAY LLC AND
OCTAGON COMMERCE LLC,

RESPONDENTS.

**ASSURANCE OF VOLUNTARY COMPLIANCE FOR 1SALEADAY.COM,
1SALEADAY LLC AND OCTAGON COMMERCE LLC**

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of 1SALEADAY.COM, 1SALEADAY LLC and OCTAGON COMMERCE LLC (hereafter corporately and alternatively referred to as the "RESPONDENTS").

The RESPONDENTS agree to enter into this Assurance of Voluntary Compliance (AVC), without an admission that they have violated the law in order to amicably resolve the Attorney General's investigation of the RESPONDENTS, pursuant to Agency Case No. L13-3-1115 and Section 501.207(6) of the Florida Statutes.

INITIALS

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The Attorney General, by the signature of her Division Director affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns the **RESPONDENTS and/or their Officers and employees** by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. ATTORNEY GENERAL'S ALLEGATIONS

1. The Respondent, **1SALEADAY.COM**, is a Florida-based online shopping website which is, or was, owned and operated by **1SALEADAY LLC**, a dissolved Foreign Limited Liability for-profit company, managed by **OCTAGON COMMERCE LLC**.
2. The Respondent, **OCTAGON COMMERCE LLC**, is an e-Commerce conglomerate consisting of **1SaleaDay**, **Shadora** (jewelry), **Ben's Outlet** (electronics), **Dynamite Time** (watches) and **Glasses Unlimited** (glasses).
3. Beginning in or around at least 2011, the Office of the Attorney General for the State of Florida began receiving complaints from consumers regarding **1SALEADAY.COM'S** online sales and business practices.
4. The **RESPONDENTS** deny any wrongdoing and make no admission of any violation of Florida Statute 501, Part II, or any other law, statute or regulation of the State of Florida.

II. NON-MONETARY TERMS AND CONDITIONS

5. In order to promote consumer confidence in **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**, the **RESPONDENTS** agree to continue conducting business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act. The **RESPONDENTS** further agree to the following business practices:

- A. The **RESPONDENTS** will not engage in or participate in any manner in any online sales and marketing business(es) which operate and/or in any manner violate any Florida Statute;
- B. The **RESPONDENTS**, in utilizing any online website(s) to conduct retail sales fulfilled by **RESPONDENTS**, shall:
- i. Describe all material terms of any merchandise located on any of the **RESPONDENTS'** online retail websites in a clear and conspicuous manner and in a prominent location where it is likely that consumers will see the terms and conditions before they incur any financial obligations;
 - ii. Accurately describe the merchandise being offered to consumers;
 - iii. Place any and all disclaimers regarding the merchandise, including, but not limited to, the term "refurbished", clearly, conspicuously and directly under the price of the merchandise being offered in no less than a reduction of one font size ¹;
 - iv. Advise consumers clearly, conspicuously and directly under all photographs accompanying all online descriptions of merchandise being offered by **1SALEADAY.COM** to consumers if the photograph posted next to the merchandise's description is solely for illustrative purposes;
 - v. Clearly and conspicuously state on both the shipping information section for specific merchandise being sold on the **1SALEADAY.COM** website and the FAQ page of the **1SALEADAY.COM** website that the initial delivery time is merely an estimated

¹ The **RESPONDENTS** shall be considered in compliance with this requirement if "See specs for details" is placed directly under the price of the item being described and the item's condition is in fact detailed under the Specifications Section for the item in issue; and 2) if the **RESPONDENTS** clearly state on the FAQ page of the website used by the **RESPONDENTS** to sell the item in issue that **1SaleADay.Com** sells both new and refurbished products and that the condition of any items sold on the **1SaleADay.Com** website can be found under its relevant "Specs" section.

and/or anticipated delivery time and that the initial shipping dates provided for the online merchandise are not guaranteed.

- vi. In the event the **RESPONDENTS** use the terms “processing” to describe the shipping status of merchandise sold to consumers, then the **RESPONDENTS** must accurately describe exactly what the term “processing” means on both the FAQ page and on the order confirmation email;
- vii. The **RESPONDENTS** shall provide a method by which consumers can contact the **RESPONDENTS** regarding shipping-related matters, and the **RESPONDENTS** shall respond to all consumer inquiries regarding shipping-related matters submitted through the above mentioned method within **five (5)** business days from receipt of the inquiry;
- viii. The **RESPONDENTS** shall include under the “Shipping” Section of the **ISALEADAY.COM** FAQ page, a statement which clearly and conspicuously notifies consumers that in the event the merchandise that the consumer ordered from the **RESPONDENTS’** website does not arrive within five (5) business days of the initially provided delivery date, then the consumer may: 1) immediately cancel the order and not allow the company additional time within which to ship the ordered merchandise; or 2) contact the **RESPONDENTS** to obtain a new delivery date, if not already provided by the **RESPONDENTS**, and agree to accept the merchandise ordered on the new agreed-to delivery date; and
- ix. In the event a consumer elects to cancel their order due to the **RESPONDENTS’** tardy shipment of merchandise ordered by the consumer, then the **RESPONDENTS** shall initiate a credit to the consumer’s credit card and/or other payment processor within **five (5) business** days of a consumer’s online request submitted through the method

respect to other statements, representations, claims, disclosures or terms being conveyed;

- iii. whether the statement, representation, claim, disclosure or term regarding the merchandise being sold online by the **RESPONDENTS** is in close proximity to the statement, representation, claim, disclosure or term that it clarifies, modifies, explains or to which it otherwise relates;
- iv. whether the statement, representation, claim, disclosure or term regarding the merchandise being sold online by the **RESPONDENTS** contradicts, or renders ambiguous or confusing any other information with which said statement, representation, claim, disclosure or term is presented;
- v. whether the statement, representation, claim, disclosure or term regarding the merchandise being sold online by the **RESPONDENTS** is segregated from any other statements, representations, claims, disclosures or terms regarding the offer;
- vi. whether the statement, representation, claim, disclosure or term regarding the merchandise being sold online by the **RESPONDENTS** is commonly understood by consumers in the context in which it is used; and
- vii. whether the statement, representation, claim, disclosure or term regarding the merchandise being sold online by the **RESPONDENTS** is presented in such a way as to be free of distractions, including, but not limited to, sounds, graphics, text or other offers that compete for the attention of the reasonable consumer.

D. The **RESPONDENTS** shall continue to clearly and conspicuously disclose to customers how and when merchandise sold and fulfilled by **RESPONDENTS** may be returned and shall maintain adequate customer service personnel to facilitate consumer cancellation

requests which comply with the **RESPONDENTS'** cancelation procedures. This provision specifically requires that, in regards to such merchandise, the **RESPONDENTS**:

i. disclose to consumers on the FAQ page of the **1SALEADAY.COM** website regarding "Returns" whether they will incur any financial expenses, such as postage, shipping and/or a restocking fee, if the consumer returns the product;

ii. continue providing prompt and user-friendly methods for consumers to receive an RMA number to return merchandise;

iii. continue fully honoring any and all online return policies;

iv. continue not imposing any postage, shipping and/or restocking fees upon consumers who return merchandise that is defective, damaged, and/or non-working on arrival that was sold to consumers by the **RESPONDENTS**;

v. not impose any fees, including, but not limited to, postage, shipping and/or restocking fees, upon consumers who return merchandise sold to consumers by the **RESPONDENTS** which was sold in violation of any terms contained within this **AVC**; and

vii. continue to calculate the 21-day return policy and/or any other online return policies of the **RESPONDENTS** from the earlier of either the date upon which a consumer receives the merchandise ordered from the **RESPONDENTS** or the date of delivery confirmation.

III. MONETARY TERMS AND CONDITIONS

ATTORNEYS' FEES, INVESTIGATIVE FEES AND/OR COSTS

6. The Respondents, **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**, agree to pay a total of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)** in current and future attorneys' fees, investigative fees and/or costs made

payable by cashier's check or other certified funds to the "**Legal Affairs Revolving Trust Fund**".

7. The **RESPONDENTS** agree to pay the above-referenced current and future attorneys' fees, investigative fees and/or costs in the amount of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)** in **ten (10)** equal monthly payments in the amount of **One Thousand Dollars and Zero Cents (\$1,500.00)**.

8. The **RESPONDENTS** shall ensure that each of the **ten (10)** installment payments described more fully in Paragraph 7 above is **received** by the Office of the Attorney General on or before the **10th day** of each month.

9. Payments due under this AVC shall be delivered to Carol E. A. DeGraffenreidt, Esquire, Consumer Protection Division, Office of the Attorney General, 1515 N. Flagler Drive, Suite 900, West Palm Beach, Florida 33401-3432.

10. Payment of the **first** installment in the amount of **One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)** shall be due on the 10th day of the month immediately following the date upon which the instant AVC has been fully executed by all required Parties hereto (i.e., the date upon which the **last** required signatory affixes a signature to the instant AVC).

11. The Respondents, **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**, further agree that, to the extent the complaints below are not already resolved, they will resolve the complaints of each person listed on the spreadsheet attached hereto as "**Exhibit A**" in the amount of **Forty Thousand Seven Hundred Forty-Five Dollars and Ninety-Three Cents (\$40,745.93)**, who are consumers who have presented complaints against the **RESPONDENTS** to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida, and whose complaints may remain unresolved. This amount does not account for consumer complaints already addressed by

RESPONDENTS. Each of the referred-to unresolved consumer complaints shall be resolved by the **RESPONDENTS** in full within **sixty (60) days** of the date upon which this document is fully executed by all required Parties.

12. At the end of the above-referenced **60-day period**, the **RESPONDENTS** agree to present to the Office of the Attorney General a notarized statement attesting to the fact that each of the complaints in **Exhibit A** were resolved and to attach to the notarized statement a revised copy of the same spreadsheet which shall be labeled "**AVC Spreadsheet**" and which has a new entry and/or column next to the name of each consumer which confirms that each consumer complaint listed therein has been resolved and which additionally provides a clear, explanation as to the manner in which each consumer complaint was resolved.

13. To the extent that the **RESPONDENTS** have insufficient information upon which to resolve a complaint, counsel for the **RESPONDENTS** shall promptly, and within the above-stated period, notify **Financial Investigator Randi Shapiro, at (954) 712-4600 and/ or randi.shapiro@myfloridalegal.com**, so that she may determine if additional information is available to assist the **RESPONDENTS** in resolving a specific consumer complaint.

14. "Resolved" shall mean full payment of a valid consumer complaint by credit to the consumer's credit card and/or other payment processor; and/or other alternative means of complaint resolution which was made to, and accepted by, a consumer in satisfaction of his/her complaint against the **RESPONDENTS**.

15. "Complaints" as used in this section refers to the consumer complaints listed in Exhibit A which the Attorney General represents are written requests for refunds, affidavits, correspondence, requests to cancel memberships and/or any other written communication which constitute a claim and were presented against **1SALEADAY.COM, 1SALEADAY LLC and/or OCTAGON**

COMMERCE LLC. to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida

16. The Parties agree that the **RESPONDENTS** shall not be responsible for the payment and/or resolution of any consumer complaints listed on the attached spreadsheet which are not valid complaints against the **RESPONDENTS**; which have already been resolved as defined herein; and/or which do not relate to an actual customer of the Respondents, **1SALEADAY.COM, 1SALEADAY LLC and OCTAGON COMMERCE LLC.**

17. The Parties further agree that the **RESPONDENTS** shall not be responsible for any payments and/or refunds in excess of the amount actually paid by a complaining consumer to the Respondents, **1SALEADAY.COM, 1SALEADAY LLC and OCTAGON COMMERCE LLC.**

18. The **RESPONDENTS'** interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all Parties.

IV. PENALTIES

19. Provided that the **RESPONDENTS** comply with the terms of this AVC, no civil penalties shall be sought against them or imposed hereunder for any conduct arising prior to the date of the execution of this AVC. However, in the event that the **RESPONDENTS** fail to comply with the terms and conditions of this AVC, and such failure is not cured within fourteen (14) days of receiving written notice from the Office of the Attorney General, then such action is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes as to the **RESPONDENTS**, and the **RESPONDENTS** agree to be liable for their failure to comply and to be subject to any and all civil penalties and sanctions authorized by law. In the event there is future litigation arising from enforcement, or alleged violation, of this AVC, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

20. In the event that the **RESPONDENTS** fail to make any payment required by the terms of this **AVC** within the time period provided by the **AVC**, then such non-payment shall constitute a material breach and default of the terms of the **AVC**.

21. The **RESPONDENTS** moreover consent to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the **AVC**, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

V. **MISCELLANEOUS TERMS**

22. The Respondents, **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**, their representatives, agents, employees, managers, officers, directors, assigns, successors, independent contractors and/or any other persons acting under, by, through or on its behalf, directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.

23. The Respondents, **1SALEADAY.COM**, **1SALEADAY LLC**, **OCTAGON COMMERCE LLC**, shall further ensure that all of the terms and conditions of this **AVC** are known to its representatives, agents, employees, managers, officers, directors, assigns, successors, independent contractors and/or any other persons acting under, by, through or on its behalf. The obligations imposed by this **AVC** are continuing in nature and shall apply to the **RESPONDENTS'** successors and assigns as well as any and all new representatives, agents, employees, managers, officers, directors, assigns, successors, independent contractors, any other person acting under, by, through or on its behalf and/or any other persons who become engaged in the business activities of the **RESPONDENTS**.

24. The **RESPONDENTS** shall not implement 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**. Notwithstanding the above, should **RESPONDENTS** be completely sold to an unrelated third party, in a good faith sale, where the previous owners retain no ownership in **RESPONDENTS**, the **RESPONDENTS**, while still obligated to follow Florida law, are relieved from the specific obligations assumed under this **AVC**.

25. The **RESPONDENTS** agree to 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 **two (2) years** from the date of this **AVC**, and shall provide reasonable access to such documents and information to the Department upon request.

26. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against the Respondents, **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**. Similarly, nothing contained herein shall waive the right of any **RESPONDENT** to assert lawful defenses in response to a consumer complaint.

27. Subject to the **RESPONDENTS'** full and complete compliance with this **AVC**, the Department is waiving civil penalties that may otherwise be due for the acts and practices at issue in this **AVC** under Sections 501.2075 or 501.2077, Florida Statutes, of up to \$15,000 per violation in consideration of the parties' entry into this **AVC**.

28. Upon entry of this **AVC**, confirmation that all consumer restitution has been resolved and payment of all funds required by this **AVC**, the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of the Respondents,

1SALEADAY.COM, 1SALEADAY LLC and OCTAGON COMMERCE LLC. and/or their Officers and employees.

29. Notwithstanding any other provision of this **AVC**, the Parties acknowledge that any future violations of either this **AVC** or Florida law by the **RESPONDENTS** may subject the **RESPONDENTS** to additional and unrelated civil penalties and sanctions, as provided by law.

30. In the event that the Respondents, **1SALEADAY.COM, 1SALEADAY LLC and OCTAGON COMMERCE LLC**, violate any of the terms and conditions of this **AVC**, and such violation is not cured within fourteen (14) days of receiving written notice to legal@1saleaday.com from the Florida Attorney General's office, they shall pay reasonable attorney's fees and/or investigative costs which arise from the future violation.

31. Although the Parties jointly participated in the negotiation of the terms articulated in this **AVC**, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the **AVC** and/or its terms.

32. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Carol E. A. DeGraffenreidt
Assistant Attorney General – Consumer Protection Division
1515 North Flagler Drive # 900
West Palm Beach, FL 33401
Office Telephone Number: (561) 837-5007
Facsimile No.: (561) 837-5109
Electronic Mail Address: carol.degraffenreidt@myfloridalegal.com

AS TO THE RESPONDENTS:

Mr. Eliyahu Federman
Via Electronic Mail Address: legal@1saleaday.com

VI. EFFECTIVE DATE

33. The effective date of this AVC shall be the date of its execution and delivery by the Department of Legal Affairs. Acceptance by the Department of Legal Affairs shall be established by the signature of the Division Director of the Consumer Protection Division. The receipt by the Department of Legal Affairs of any monies pursuant to the AVC does not constitute acceptance by the Department of Legal Affairs, and any monies received shall be returned to **RESPONDENTS** in the event that this AVC is not accepted and fully executed by the Department of Legal Affairs.

IN WITNESS WHEREOF, the Respondents, **1SALEADAY.COM**, **1SALEADAY LLC** and **OCTAGON COMMERCE LLC**, have caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

SIGNATURES FOLLOW ON SEPARATE PAGES

1SALEADAY.COM

Agreed to and signed this 5th day of September, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Principal, Owner and/or Officer of 1SALEADAY.COM and that by my signature I am binding 1SALEADAY.COM to the terms and conditions of this AVC.

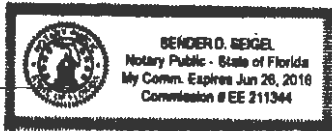
By: 
BEN FEDERMAN
Principal, Owner and/or Officer, 1SALEADAY.COM

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, this 5th day of September, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared BEN FEDERMAN who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Sender D. Seigel
(print, type or stamp commissioned name of Notary Public)

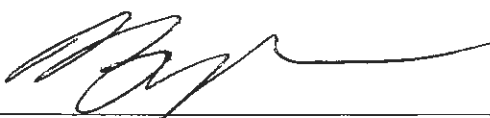


Personally known or Produced
Identification _____ (check one)
Type of Identification Produced

1SALEADAY LLC

Agreed to and signed this 5th day of September, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Principal, Owner and/or Officer of **1SALEADAY LLC** and that by my signature I am binding **1SALEADAY LLC** to the terms and conditions of this AVC.

By: 

BEN FEDERMAN
Principal, Owner and/or Officer, 1SALEADAY LLC

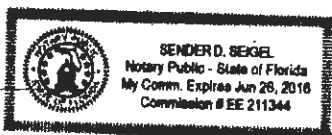
STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, this 5th day of September, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared **BEN FEDERMAN** who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

Sander D. Seigel
(print, type or stamp commissioned name of Notary Public)

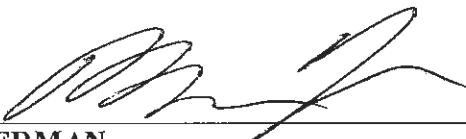


Personally known or Produced
Identification _____ (check one)
Type of Identification Produced

OCTAGON COMMERCE LLC

Agreed to and signed this 5th day of September, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Principal, Owner and/or Officer of **OCTAGON COMMERCE LLC** and that by my signature I am binding **OCTAGON COMMERCE LLC** to the terms and conditions of this AVC.

By: 
BEN FEDERMAN
Principal, Owner and/or Officer, **OCTAGON COMMERCE LLC**

STATE OF FLORIDA)
COUNTY OF DADE)

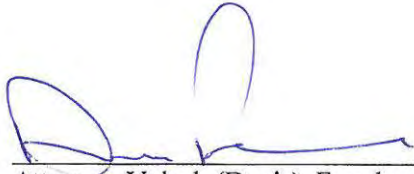
BEFORE ME, this 5th day of September, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared **BEN FEDERMAN** who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Sander D. Seigel
(print, type or stamp commissioned name of Notary Public)



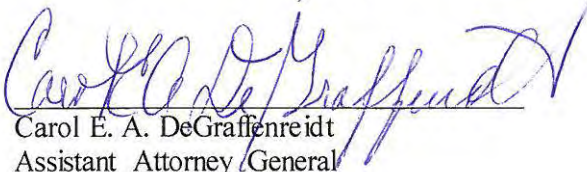
Personally known or Produced
Identification _____ (check one)
Type of Identification Produced



Attorney Velvel (Devin) Freedman
Boies, Schiller & Flexner LLP
Florida Bar No. 99762
100 S. E. 2nd Street, Suite 2800
Miami, Florida 33131
Office Telephone Number: (305) 357-8438
Facsimile No.: (305) 357-8538
Electronic Mail Address: vfreedman@bsfllp.com

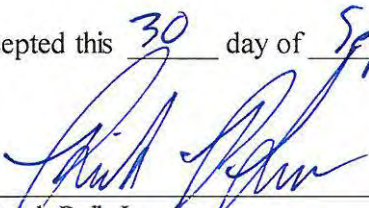
FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 26th day of September, 2014



Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 30 day of SEPT, 2014



Richard Polk Lawson
Division Director
Consumer Protection Division
Office of the Attorney General
The Capitol, Tallahassee, Florida 32399-1050