

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.
DREW H. WRIGLEY,
ATTORNEY GENERAL,

Civil No. _____

Petitioner,

**ASSURANCE OF
VOLUNTARY COMPLIANCE**

-vs-

VANDO HOLDINGS CORP,
dba DELTA 8 RESELLERS,
K & R PRODUCTS LLP,
KRISTEN DOKA, Individually, and
RYAN DOKA, Individually,

Respondents.

CPAT 240067.002

To: VANDO HOLDINGS CORP
K & R PRODUCTS LLP
KRISTEN DOKA
RYAN DOKA
DELTA 8 RESELLERS
P.O. BOX 181
OAK RIDGE NJ 07438

[¶1] Drew H. Wrigley Attorney General of the State of North Dakota, acts in the public interest pursuant to North Dakota Century Code (N.D.C.C.) ch. 51-15, commonly referred to as the *Consumer Fraud Law*, ch. 19-02.1, *North Dakota Food, Drug, and Cosmetics Act*, ch. 4.1-18.1, *Hemp*, and ch. 12.1-31, *Miscellaneous Offenses*.

[¶2] Vando Holdings Corp. is a New Jersey Business Corporation with its principal place of business at 33 Jacksonville Road, Unit 2, Towaco, New Jersey 07082. Vando Holdings Corp. does business as Delta 8 Resellers and operates the website <https://delta8resellers.com/>. Vando Holdings Corp. is not registered as a foreign corporation in the State of North Dakota.

[¶3] K & R Products, LLP is a New Jersey limited liability partnership with a principal place of business at 170 School House Road, Oak Ridge, NJ 07438.

[¶4] Kristen and Ryan Doka are owners or officers of Vando Holdings Corp. and K & R Products, LLP.

[¶5] This Assurance of Voluntary Compliance ("Assurance") is entered into between the Attorney General of the State of North Dakota ("Attorney General"), and Vando Holdings Corp. d/b/a Delta 8 Resellers, K & L Products, LLP, Kristen Doka, and Ryan Doka ("Respondents").

[¶6] Respondents operate an online business accessible by consumers nationwide, including those in North Dakota, but has not engaged in any targeted advertising, solicitation, or direct commercial activity intentionally directed at North Dakota residents.

[¶7] Respondents are engaged in the business of advertising and selling merchandise, as those terms are defined in N.D.C.C. § 51-15-01, in the State of North Dakota, including online advertisement and sale of hemp, hemp commodities or products, THC products, Delta 8 THC products, kratom, or mushroom products, including vapes, vape cartridges, gummies, snacks, chocolates, and other edibles.

[¶8] N.D.C.C. § 51-15-02 prohibits the act, use, or employment of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise. The Attorney General has received information indicating Respondents are, or have been, advertising and selling merchandise that carry inadequate, false, or misleading labeling and packaging that misrepresent

the nature and content of the merchandise. Respondents dispute the Attorney General's findings and enter into this Assurance solely for the purpose of resolving this matter without litigation.

[¶9] N.D.C.C. chapter 4.1-18.1 provides that a person may only sell hemp and hemp commodities or products in North Dakota as allowed under N.D.C.C. chapter 4.1-18.1. The Attorney General has received information indicating Respondents are, or have been, advertising and selling hemp and hemp commodities or products that fall outside the definition of hemp and are, therefore, prohibited by N.D.C.C. chapter 4.1-18.1. Respondents dispute the Attorney General's findings and enter into this Assurance solely for the purpose of resolving this matter without litigation.

[¶10] N.D.C.C. chapter 19-02.1 prohibits the sale, delivery, holding or offering for sale of any drug that is adulterated or misbranded, and prohibits the sale of controlled substances without a prescription. The Attorney General has received information indicating Respondents are, or have been, advertising and selling adulterated or misbranded products or products that contain a controlled substance. Respondents dispute the Attorney General's findings and enter into this Assurance solely for the purpose of resolving this matter without litigation.

[¶11] N.D.C.C. § 12.1-31-03 prohibits the sale of electronic smoking devices, including vape pens, and any flavored e-liquid or electronic smoking device containing flavored e-liquid, to an individual under twenty-one years of age. The Attorney General has received information indicating Respondents are, or have been, advertising and selling electronic smoking devices, including vape pens, to a minor residing in North Dakota. Respondents dispute the Attorney General's findings and enters into this Assurance solely for the purpose of resolving this matter without litigation.

[¶12] The Attorney General has determined that in the public interest an investigation should be conducted into the activity of Respondents to ascertain whether violations of N.D.C.C. chs. 51-15, 19-02.1, 4.1-18.1, or 12.1-31 occurred, and as a result of this investigation the Attorney General alleges Respondents have violated N.D.C.C. chs. 51-15, 19-02.1, 4.1-18.1, and 12.1-31.

[¶13] The parties desire to settle this matter without further investigation or litigation, and without any admission of liability or wrongdoing. NOW, THEREFORE, it is hereby agreed as follows:

[¶14] This Assurance shall constitute the statutory assurance of voluntary compliance as provided in N.D.C.C. § 51-15-06.1. Respondents acknowledge jurisdiction solely for the limited purpose of entering into and enforcing this Assurance. This acknowledgment is not a general waiver of personal jurisdiction or an admission regarding the applicability of North Dakota law in any other context. Nothing in this Assurance shall waive Respondents' rights to raise jurisdictional or constitutional defenses in any other proceeding or forum. Nothing herein shall waive any private rights or remedies otherwise available to consumers. *See also* N.D.C.C. § 51-15-09.

[¶15] Respondents, their directors, officers, principals, employees, agents, and servants, voluntarily agree to refrain from future violations of N.D.C.C. chs. 51-15 and 19-02.1, including with respect to the advertising and sale of merchandise that is materially false or misleading as to labeling or content. The obligations herein shall apply only to persons under Respondents' direction or control in connection with its business operations.

[¶16] Respondents, their directors, officers, principals, employees, agents, and servants, voluntarily agree to refrain from advertising or selling to North Dakota residents any product that is, under then-applicable state or federal law, expressly prohibited for sale or distribution,

including (i) controlled substances as defined by N.D.C.C. § 19-03.1, (ii) hemp and hemp commodities or products prohibited by N.D.C.C. ch. 4.1-18.1, and (iii) electronic smoking devices sold to individuals under twenty-one years of age. For purposes of this agreement, a “North Dakota resident” shall mean a natural person whose billing or shipping address is located in North Dakota. This obligation shall apply only to products advertised, marketed, sold, shipped, or fulfilled directly by Respondents or under Respondents’ direction or control.

[¶17] For a period of 12 months commencing on the date of the Court’s approval of this Assurance, Respondents agree to:

- a. Refrain from intentionally advertising or knowingly selling products to North Dakota residents. Nothing herein shall prohibit Respondents from operating a nationally accessible website or marketing platform provided reasonable steps are taken to prevent sales or fulfillment to North Dakota residents.
- b. Within ten (10) days of execution of this Assurance, provide a clear and conspicuous disclosure on its website <https://delta8resellers.com/>, and any other website under its control, that Respondents do not sell or ship to North Dakota residents.
- c. Within ten (10) days of execution of this Assurance, remove North Dakota as an available option in the dropdown menus for billing, shipping, and account creation on websites under its control.

For purposes of this Assurance, (1) “knowingly selling” includes selling product to a person with a North Dakota billing or shipping address, and (2) “intentionally advertising” includes (a) using a North Dakota location as an applicable criteria, settings, or parameters for online display

advertising or as a demographic in targeted advertising, (b) knowingly purchase or place advertisement on a website or with a media outlet that primarily serves a North Dakota audience, or (c) directing advertisement to a North Dakota person through mail, e-mail, or telemarketing.

[¶18] After the 12 month period, if Respondents elect to advertise or sell products to North Dakota residents, Respondents agree to:

- a. implement commercially reasonable age-verification technology during the online checkout process to ensure that the purchaser is at least twenty-one (21) years of age.
- b. take reasonable steps to require all fulfillment vendors under Respondents' control to verify age using the same commercially reasonable age-verification technology prior to shipment.
- c. refrain from intentionally advertising or knowingly selling to North Dakota residents any products that, at the time of sale, are expressly prohibited for sale or distribution under then-current and applicable North Dakota law, including but not limited to:
 - i. hemp extract, commodity or product using hemp, or a hemp substance or product prohibited by N.D.C.C. chapter 4.1-18.1;
 - ii. Inhalants, or vapes, made, formulated or processed from chemical compounds extracted from hemp, as prohibited by N.D.C.C. § 4.1-18.1-01(5)(b)(2);
 - iii. Products containing chemically derived cannabinoids, as prohibited by N.D.C.C. § 4.1-18.1-01(5)(b)(4);

- iv. Hemp products that have not undergone testing and do not report in a certificate of analysis and in the product label the testing results of the total tetrahydrocannabinol concentration amount, as required by N.D.C.C. 4.1-18.1-04.4(1);
 - v. Products that are misbranded, adulterated, misrepresented, or fails to carry an adequate product label, as prohibited by N.D.C.C. ch. 19-02.1;
 - vi. Hemp products that carry a product label that does not comply with N.D. Admin. Code 7-20-01-02;
 - vii. Adulterated food as defined by N.D.C.C. § 19-02.1-01(10)(a) and 19-02.1-09, as prohibited by N.D.C.C. § 19-02.1-02;
 - viii. Products containing a controlled substance, as prohibited by N.D.C.C. § 19-02.1-15.1(2), including:
 - 1. marijuana, N.D.C.C. § 19-03.1-05(5)(g),
 - 2. tetrahydrocannabinols, such as Delta-8-THC, N.D.C.C. § 19-03.1-05(5)(m)(1)(b), and Delta-9-THC¹, N.D.C.C. § 19-03.1-05(5)(m)(1)(a), or
 - 3. Substituted tryptamines, N.D.C.C. § 19-03.1-05(5)(p); and
 - ix. Products that are misrepresented in violation of N.D.C.C. § 19-15-02.
- d. This section shall not be interpreted to prohibit products lawfully manufactured, labeled, and sold in compliance with federal law or other state laws, provided they

¹ Cannabis-derived THCA, upon conversion for identification purposes as required by Congress, is equivalent to delta-9-THC. <https://s3.documentcloud.org/documents/24688803/24-9472-porter-wright-thca-05032024-signed.pdf>

are not expressly prohibited by North Dakota statute or regulation at the time of sale.

[¶19] Respondents, including their directors, officers, and employees, agree not to sell or transfer to third parties for commercial purposes any personally identifiable consumer information belonging to North Dakota residents that was collected prior to the effective date of this Assurance.

Nothing herein shall prohibit Respondents from using such information:

- a. To fulfill legal, regulatory, or existing contractual obligations;
- b. In connection with the administration of refunds, chargebacks, or customer service;
or
- c. In any legal or administrative proceeding in which such information is material and used in compliance with applicable law.

[¶20] Within ten (10) business days of execution of this Agreement, Respondents shall issue a refund to consumer S.M. in the amount of **\$1,410.18** in full and final resolution of the consumer complaint filed with the Attorney General. Payment shall be made by certified check or attorney trust account check, payable to the consumer, and delivered to the Office of Attorney General at the address listed in paragraph 21 below. This payment shall not constitute an admission of liability or wrongdoing by Respondents and is made solely for purposes of settlement. Upon delivery of the payment, the consumer complaint shall be deemed fully resolved, and no further regulatory or civil enforcement action shall be initiated by the Attorney General based on the same underlying facts or transactions.

[¶21] Respondents shall jointly pay to the Attorney General the total sum of **\$10,000** in civil penalties, investigation costs, and attorney's fees. However, **\$5,000** of this amount shall be

suspended and shall not be due unless Respondents materially breaches this Assurance as determined by a court of competent jurisdiction. The remaining \$5,000 shall be paid within ten (10) business days of execution of this Assurance, by certified check or check from counsel's attorney trust account, payable to **Office of Attorney General – North Dakota**, and delivered to:

Consumer Protection and Antitrust Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504-7736

Payment of this amount shall fully resolve any and all civil monetary claims by the Attorney General arising from the conduct described in this Assurance and occurring prior to the execution of this Assurance, provided that Respondents remains in compliance with its terms.

[¶22] The parties agree that this Assurance shall not constitute precedent or an admission for any purpose in any other regulatory, civil, or administrative proceeding.

[¶23] This Assurance is not intended to create any private right of action on behalf of any third party or other government agency.

[¶24] This Assurance shall not prohibit Respondents from lawfully transferring, relabeling, or disposing of inventory held as of the execution date, provided no such product is sold or shipped to North Dakota residents.

[¶25] Respondents agree to comply with this Assurance. In the event of a material breach of this Assurance, as determined by a State of North Dakota District Court, a Respondent may be subject to sanctions under N.D.C.C. ch. 27-10. Respondents further may be subject to all other civil penalties and sanctions, including attorney fees and costs, as provided by law.

[¶26] If a Respondent is adjudged by a State of North Dakota District Court to have materially violated this Assurance, the Respondent shall also be responsible for reasonable

investigation costs, expenses, and attorney's fees directly attributable to enforcement of this Assurance, as provided by N.D.C.C. § 51-15-10.

[¶27] In the event of a material breach of this Assurance, the Attorney General may make application to a State of North Dakota District Court to have the entire amount still owing under the Assurance entered as a formal judgment so it may be filed on the judgment roll and docketed pursuant to North Dakota law. *See* N.D.C.C. §§ 28-20-11, 28-20-12 and 28-20-13.

[¶28] The Attorney General's acceptance of this Assurance shall resolve the Attorney General's pending investigation into Respondents' business practices, and upon the Court's approval of this Assurance, the Attorney General releases and forever discharges Respondents from all claims and causes of actions that the Attorney General could have brought in a civil enforcement action based on conduct described in this Assurance occurring before the effective date of this Assurance. This release shall not affect private rights of action unless otherwise provided by law.

[¶29] This Assurance shall be governed by the laws of North Dakota. Venue for any enforcement action based on a violation of this Assurance shall lie exclusively in Burleigh County District Court.

[¶30] Each party agrees to bear its own fees and costs not expressly addressed herein.

[¶31] Respondents represent the signers below are competent and fully authorized to act on behalf of Respondents. Respondents acknowledge they have been provided the opportunity to review this Assurance with an attorney, understands the implications and obligations imposed by it and has freely and willingly entered into this Assurance. Respondents further acknowledge and agree this Assurance may be approved by and filed with the State of North Dakota District Court

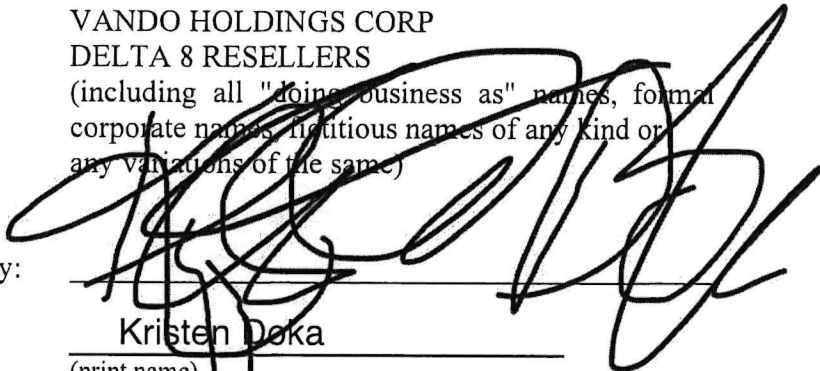
without any further notice or hearing. Respondents agree to and acknowledge the sufficiency of service by electronic mail and/or first-class mail at its last known address, with respect to any and all actions taken with regard to this Assurance. Signatures transmitted electronically or via facsimile by Respondents shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

Dated this ____ day of April, 2025.

VANDO HOLDINGS CORP
DELTA 8 RESELLERS

(including all "doing business as" names, formal corporate names, fictitious names of any kind or any variations of the same)

By: _____


Kristen Doka

(print name)


Its: _____

Secretary


(title)

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss

Subscribed and sworn to before me this
15 day of April, 2025.




Sarina Giaconia, Notary Public

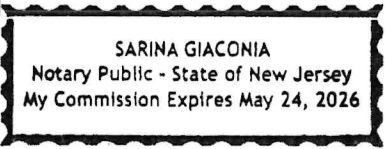

SARINA GIACONIA
Notary Public - State of New Jersey
My Commission Expires May 24, 2026


Ryan Doka, Individually

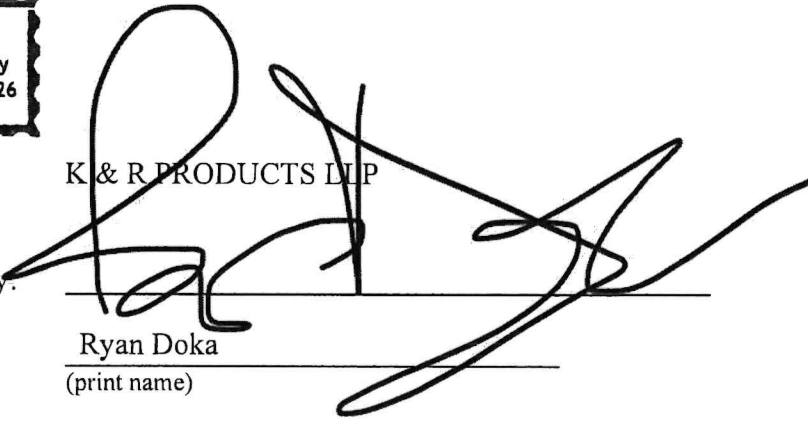
STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss

Subscribed and sworn to before me this
15 day of April, 2025.


Notary Public



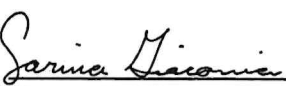
K & R PRODUCTS LLP

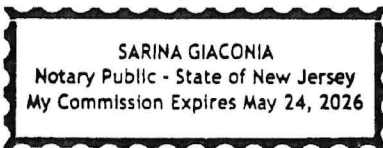
By: 
Ryan Doka
(print name)

Its: Partner
(title)

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss

Subscribed and sworn to before me this
15 day of April, 2025.


Notary Public



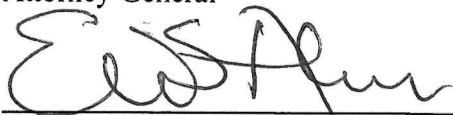
This Assurance of Voluntary Compliance is hereby received and accepted this 21st day of April, 2025.

STATE OF NORTH DAKOTA

Drew H. Wrigley

Attorney General

BY:



Elin S. Alm (ND ID 05924)

Assistant Attorney General

Director, Consumer Protection & Antitrust Division

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