



**OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE OF ARIZONA**

**MARK BRNOVICH
ATTORNEY GENERAL**

**CIVIL LITIGATION DIVISION
CONSUMER PROTECTION & ADVOCACY SECTION**

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June 25, 2020

VIA MAIL & E-MAIL

Jerry McGuire
President, IONAER International Arizona, LLC
d/b/a Clean Air EXP
4920 W Electra Lane
Glendale, AZ 85310
sales@ionaer.com

Re: COVID-19 Surrogate Test Report Representations

Dear Mr. McGuire:

The Arizona Attorney General's Office ("AGO") is aware of representations made by your business Clean Air EXP suggesting that merchandise sold by your business neutralizes 99.9% of viruses that are "COVID-19 surrogates." Previous representations made by Clean Air EXP under the heading "COVID-19 REPORT" suggested that your business's merchandise would neutralize 99.9% of "coronavirus," when in fact this was based on aerosol testing solely of the cystovirus Phi6 and bacteria, and surface testing of coronavirus 229E, a virus which causes the common cold. Furthermore, your representations appear to have no factual basis related to social distancing of less than six feet, especially if individuals are not wearing masks. These representations appear to violate the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.* ("CFA"), by deceptively advertising merchandise in a manner that implies Clean Air EXP products effectively eliminate the threat of COVID-19 infections in structures employing Clean Air EXP "air purification solutions."

The AGO is aware of no scientific research or public health authority that has certified any kind of air treatment product as a means of universally preventing COVID-19 infections at all or at any distance. In the absence of sufficient scientific evidence regarding COVID-19 specifically, an advertisement suggesting that a product could provide nearly guaranteed protection from COVID-19 creates a misrepresentation or a false promise. Misrepresentations and false promises are illegal under A.R.S. § 44-1522, which specifically prohibits:

[T]he act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or

concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby.

Those who violate the CFA may be subject to civil penalties of up to \$10,000 per violation. Additionally, violators may be subject to disgorgement of profits and also may be responsible to pay restitution to consumers and any fees and costs for an action brought by the AGO to enforce the law.

The AGO demands that Clean Air EXP immediately and permanently cease and desist from making representations suggesting that Clean Air EXP air purification solution eliminates COVID-19 until such time as Clean Air EXP can provide scientific evidence for such representations. The deadline for complying with this demand is 5:00 p.m. on Monday, June 29, 2020, followed by a written confirmation of compliance to be delivered to this office no later than 5:00 p.m. on Thursday, July 2, 2020.

Additionally, you are hereby notified to preserve all written and electronic materials related to Clean Air EXP's sale or advertisement of any products related to COVID-19 in anticipation of consumer fraud litigation. If you have questions about this letter, you may contact me at Stephanie.Elliott@azag.gov or 602-542-8798.

Sincerely,



Stephanie Elliott
Senior Litigation Counsel