

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,
By JOSH SHAPIRO,
ATTORNEY GENERAL,**

Petitioner,

v.

MONEYMAP PRESS, LLC,

Respondent.

CIVIL DIVISION

G.D. No.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA, JOSH SHAPIRO
ATTORNEY GENERAL

Counsel of Record for this Party:

Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888

Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
(412) 565-3523

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AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (“Commonwealth” or “Petitioner”), which caused an investigation to be made into the business practices of Money Map Press, LLC (“Respondent”), pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), and states the following:

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, through the Bureau of Consumer Protection, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

WHEREAS, Respondent Money Map Press is a Maryland Limited Liability Company, with a registered address of 105 West Monument Street, Baltimore, Maryland, 21201.

WHEREAS, Respondent understands and agrees that this Assurance of Voluntary Compliance (“AVC”) applies to Respondent, entities that are owned or controlled by

Respondent, and Respondent's officers, directors, agents, employees, representatives, successors and assigns, jointly and severally, while any of the foregoing acting personally or through any corporation or other business entity, whose acts, practices, or policies are directed, formulated, or controlled by Respondent.

BACKGROUND

WHEREAS, Respondent has engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, offering for sale and selling financial publications and subscriptions to consumers.

WHEREAS, a number of the financial publications advertised and sold to consumers by Respondent were allegedly related to or affiliated with government programs, including but not limited to "Big Tobacco MUST Pay. The Complete Handbook for Collecting Thousands of Dollars a Month, Tax-Free, from Master Settlement Payments."

WHEREAS, based upon its investigation, the Commonwealth alleges the Respondent engaged in certain acts and practices in violation of the Consumer Protection Law, including but not limited to:

1. Engaging in misleading and deceptive advertising practices, relating to pricing, "free" offers and consumer testimonials;
2. Failing to clearly and conspicuously disclose negative option terms and conditions;
3. Failing to obtain a consumer's express informed consent before charging a consumer's account for products or services offered through a negative option feature; and
4. Failing to provide consumers with simple mechanisms to stop recurring charges incurred through a negative option feature.

WHEREAS, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(xi) and (xxi):

1. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions, 73 P.S. § 201-2(4)(xi); and
2. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

WHEREAS, Respondent states and acknowledges that it had the representation, advice and counsel of an attorney of its choosing regarding the negotiation and execution of this Assurance of Voluntary Compliance. This AVC is a settlement of a disputed matter. It shall not be considered an admission of a violation for any purpose.

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5, in lieu of commencing statutory proceedings under Sections 201-4 or 201-8 of the Consumer Protection Law, 73 P.S. §§ 201-4, 201-8.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, agents, employees and all other persons acting on their behalf, directly or through any corporate or other business device, to the following:

- A. Respondent shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and, is permanently enjoined from any violation thereof.

- B. Respondent shall not misrepresent investment opportunities available to customers either directly or through the use of consumer testimonials.
- C. In all advertisements which Respondent solicits, publishes, broadcasts or otherwise disseminates in Pennsylvania, Respondent shall clearly and conspicuously disclose all material limitations, conditions and restrictions relating to any offer in close proximity to any terms or conditions to which they relate.
- D. Respondent shall not publish or report consumer testimonials that are unsubstantiated and false.
- E. Respondent shall not charge consumers for any product or service without obtaining their "Express Informed Consent." "Express Informed Consent" means an affirmative act or statement giving unambiguous assent to be charged for the purchase of a product or service that is made by a consumer after receiving a clear and conspicuous disclosure of all material terms and conditions relating to the offer.
- F. Respondent shall clearly and conspicuously disclose all material negative option features to consumers, and provide consumers with simple mechanisms to stop recurring charges incurred through a negative option feature.
- G. Respondent shall not in any way represent to consumers that promotional offers are subject to a deadline or expiration date unless that is accurate.
- H. Respondent shall clearly and conspicuously disclose the terms and conditions of any "free" offers.
- I. Respondents shall not falsely claim a discounted price unless a publication was previously offered at a full price.

J. Respondent shall provide an email address and toll-free telephone number where consumers can cancel their subscription at any time. This information shall be clearly and conspicuously disclosed to consumers: 1) in the “Terms and Conditions” tab on Respondent’s website and on the page where the consumer makes an on-line purchase; and 2) in the purchase confirmation email to consumers, which shall be sent upon the publication’s first issuance.

I. Monetary Relief

A. Respondent shall pay the Commonwealth the sum of ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00), which shall be allocated as follows:

1. **Restitution** in the amount of SEVENTY FIVE THOUSAND and 00/100 Dollars (\$75,000.00).

a. **Eligibility** – To be eligible for restitution, consumers must file a consumer complaint or claim form within sixty (60) days of the “Effective Date” of this Assurance of Voluntary Compliance. Any previously filed consumer complaints with the Commonwealth, relating to the acts and practices alleged herein, will automatically be included for return of funds pursuant to this paragraph.

b. **Restitution Administration** – The amount, manner and timing of distribution of restitution funds shall be within the sole discretion of the Commonwealth. In the event Respondent’s restitution payment of \$75,000.00 exceeds the amount of consumer claims for restitution, the remaining restitution funds shall be paid to the Commonwealth, as reimbursement for its

costs related to the Commonwealth's investigation and the filing and administration of this Assurance of Voluntary Compliance.

2. **Civil Penalties** in the amount of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00) shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.
3. **Public Protection and Educational Purposes** in the amount of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00) shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, as costs of investigation to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. **Payment Schedule** – Upon the execution of this Assurance of Voluntary Compliance, Respondent shall pay the Commonwealth the sum of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00), for Restitution and Costs, as set forth above. Respondent shall pay the Commonwealth the remaining FIFTY THOUSAND and 00/100 Dollars (\$50,000.00) in Civil Penalties within ninety (90) days of the Effective Date of this Assurance of Voluntary Compliance.

C. **Form of Payment** – All payments made by Respondent to the Commonwealth, pursuant to this Assurance of Voluntary Compliance, shall be in the form of a certified check, cashier's check, or money order made payable to the "Commonwealth of Pennsylvania, Office of Attorney General."

II. **Miscellaneous Terms**

- A. This Court shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing its terms.
- B. Nothing in this Assurance of Voluntary Compliance shall be construed to waive any individual right of action by a consumer or a local, state, federal, or other governmental entity.
- C. Time shall be of the essence with regards to Respondent's obligations hereunder.
- D. Robert Keppel is the Executive Publisher of Money Map Press and therefore certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance on their behalf.
- E. Respondent agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.
- F. Respondent understands and agrees that if they made any false statement in or related to this Assurance of Voluntary Compliance, that such statement was made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unworn falsification to authorities.
- G. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or

electronic transmission with the intent that it or they shall constitute as original counterpart hereof.

- H. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducement or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.
- I. Respondent agrees by the signing of this Assurance of Voluntary Compliance that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 2018(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.
- J. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.
- K. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

- L. If any clause, provision or section of this Assurance of Voluntary Compliance 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 of Voluntary Compliance and this Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.
- M. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve their practices, or any future practices that Respondent may adopt or consider adopting.
- N. Respondent must deliver a copy of this Assurance of Voluntary Compliance to: 1) all officers, directors, managers and members of Respondent; and 2) all employees and representatives who oversee the conduct related to the subject matter of this Assurance of Voluntary Compliance.

(SIGNATURES ON THE FOLLOWING PAGES)

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 0/12/2020

By: 

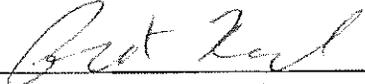
Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

For the Respondent:

MONEY MAP PRESS, LLC

Date: June 11, 2020

By: 

Name: Robert Kappel

Title: Executive Publisher

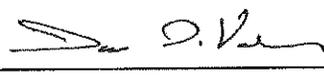
~~Date: _____~~

~~By: _____~~

~~Anne DiSalvo, Associate General Counsel
14 W Administrative Services, LLC
14 West Mount Vernon Place
Baltimore, MD 21201~~

~~Counsel for Respondent~~

Date: June 11, 2020

By: 

Ian D. Volner, Esquire
Venable, LLP
600 Massachusetts Avenue, NW
Washington, DC 20001

Counsel for Respondent

MONEY MAP PRESS, LLC

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS

THE UNDERSIGNED, being all of the members of the Board of Managers (the "Managers") of Money Map Press, LLC, a Maryland limited liability company (the "Company"), in lieu of a special meeting, hereby take the following actions and adopt the following resolutions by written consent, waive any requirement of a meeting or notice thereof, and direct that a copy of this Unanimous Written Consent of the Board of Managers (this "Consent") be filed with the minutes of the Company.

WHEREAS, the Board has reviewed (i) the Assurance of Voluntary Compliance, to be executed by the Company in favor of the State of Oregon, in the form attached hereto as Exhibit A (the "Oregon Compliance Agreement"); and (ii) the Assurance of Voluntary Compliance, to be executed by the Company in favor of the Commonwealth of Pennsylvania, in the form attached hereto as Exhibit B (the "Pennsylvania Compliance Agreement"),

NOW, THEREFORE, BE IT:

RESOLVED, that each of the Oregon Compliance Agreement and the Pennsylvania Compliance Agreement (together, the "Compliance Agreements") is hereby authorized and approved;

RESOLVED FURTHER, that each of the Managers (each, an "Authorized Person") shall be, and hereby is, authorized, empowered, and directed to execute and deliver, in the name of and on behalf of the Company, the Compliance Agreements, with such amendments and modifications thereto as the Authorized Person shall approve, with such approval to be conclusively evidenced by his execution thereof, and all other agreements, amendments, assignments, instruments, certificates, contracts, letters, and/or documents to which the Company is or will be a party relating to the Compliance Agreements, and to do and perform, or cause to be done and performed, all such acts, deeds, and things in connection with the consummation of the transactions contemplated thereby as the Authorized Person deems necessary or desirable to carry out the purpose and intent of the foregoing resolutions;

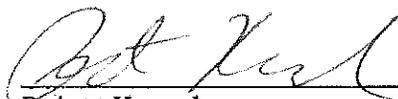
RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company in connection with the foregoing resolutions are hereby approved, ratified, and confirmed in all respects; and

RESOLVED FURTHER, that this Consent may be executed in one or more counterparts (including by facsimile or pdf), each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument and that the exchange of copies of this Consent and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Consent.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Unanimous Written Consent of the Board of Managers of Money Map Press, LLC has been signed on this 31st day of May, 2020.

MANAGERS:



Robert Keppel



Daniëlle O'Dell