

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By JOSH SHAPIRO, ATTORNEY GENERAL,

Petitioner,

v.

ARROWMISTIC LLC d/b/a WICCA
MOVEMENT,

Respondent.

CIVIL DIVISION

G.D. No. 21-013251

ASSURANCE OF VOLUNTARY
COMPLIANCE

Filed on Behalf of Petitioner:

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

1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
(412) 565-3523

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ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro ("Commonwealth" or "Petitioner"), which caused an investigation to be made into the business practices of Arrowmistic LLC d/b/a Wicca Movement ("Wicca" or "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, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

WHEREAS, Respondent Arrowmistic LLC is a Pennsylvania Limited Liability Company, with a registered address of 1310 Maple Drive, White Oak, Pennsylvania 15131.

WHEREAS, Respondent Arrowmistic LLC does business under the registered fictitious name "Wicca Movement."

BACKGROUND

WHEREAS, Respondent has engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, offering for sale and selling merchandise to consumers, including jewelry, candles, books and crystals.

WHEREAS, Respondent advertises and markets its products to consumers through a website located at www.wiccamovement.com and on social media platforms, including Facebook and Instagram.

WHEREAS, Respondent's social media marketing campaigns offered consumers "free jewelry" in connection with signing up for Respondent's membership program, with the consumer's payment of shipping and handling fees, ranging from \$2.00 to \$5.00. Exemplary copies of Respondent's advertising offers are attached hereto as Exhibit "A."

WHEREAS, Petitioner alleges that Respondent failed to clearly disclose to consumers that by accepting these offers of "free jewelry" they would be enrolled in one of Respondent's membership programs and be billed a recurring monthly membership fee ranging from \$19.99 to \$25.00, unless and until they affirmatively cancelled their membership.

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

1. Failing to clearly and conspicuously disclose to consumers the material terms and conditions relating to the promotional offers that it marketed and made available to consumers;
2. Failing to clearly and conspicuously disclose the terms and conditions of "free" offers, as required by the FTC Guide Concerning the Use of the Word "Free" and Similar Representations, 16 C.F.R. § 251.1.;
3. Failing to clearly and conspicuously disclose negative option terms and conditions

as required by Section 8403(1) of the Restore Online Shoppers' Confidence Act ("ROSCA"), 15 U.S.C. § 8403(1); and

4. 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, as required by Section 8403(2) of ROSCA, 15 U.S.C. § 8403(2).

WHEREAS, Petitioner alleges 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)(ii), (v), and (xxi):

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);
2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, 73 P.S. § 201-2(4)(v); and
3. 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 denies that it engaged in unfair or deceptive acts and practices and denies that it violated any law, but agrees herein to cease and desist from engaging in certain conduct that Petition alleges violates the Consumer Protection Law and desires to comply with the civil laws of the Commonwealth.

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 its behalf, directly or through any corporate or other business device, to the following:

- I. **The above recitals are incorporated herein as though fully set forth.**
- II. **Injunctive and Affirmative Relief**

Business Practices

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

B. Respondent shall clearly and conspicuously disclose to consumers all material terms and conditions relating to any promotional offer that it markets and makes available to consumers.

C. Respondent shall clearly and conspicuously disclose the terms and conditions of any "free" offer, in compliance with the FTC Guide Concerning the Use of the Word "Free" and Similar Representations, 16 C.F.R. § 251.1.

D. Respondent shall clearly and conspicuously disclose negative option terms and conditions to consumers, as required by Section 8403(1) of ROSCA, 15 U.S.C. § 8403(1).

E. Respondent shall obtain a consumer's "Express Informed Consent" before charging a consumer's account for products or services offered through a negative option feature, as required by Section 8403(2) of ROSCA, 15 U.S.C. § 8403(2). "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.

Billing Practices

F. Respondent shall cease billing any consumer for any membership fee that originated from a promotional offer marketed by Respondent from January 1, 2017 through the Effective Date of this Assurance of Voluntary Compliance ("Pre-Settlement Consumer"), unless Respondent has records establishing that the consumer provided their Express Informed Consent to be charged the fees for enrollment in Respondent's membership program.

III. Monetary Relief

A. Upon the execution of this Assurance of Voluntary Compliance, Respondent shall pay the Commonwealth the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00), which shall be allocated as follows:

1. **Restitution** in the amount of TEN THOUSAND and 0/100 Dollars (\$10,000.00).
 - a. **Eligibility**- To be eligible for restitution, consumers must file a consumer complaint with the Commonwealth within ninety (90) 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 deemed eligible 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.
 - c. **Restitution Surplus** – In the event Respondent's restitution

payment of \$10,000.00 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.

d. **Additional Restitution** – In the event the total amount of eligible consumer claims for restitution exceeds the amount set forth in Paragraph III.A.1 herein, Respondents agree to pay additional restitution to the Commonwealth, within thirty (30) days of the Commonwealth's demand for such payment.

2. **Civil Penalties** in the amount of TEN THOUSAND and 00/100 Dollars (\$10,000.00) shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

3. **Public Protection and Educational Purposes** in the amount of FIVE THOUSAND and 00/100 Dollars (\$5,000.00) 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. **Suspended Payment** – The Civil Penalties set forth above in Paragraph III(A)(2) (“Suspended Payment”) shall be suspended and shall not become due and payable by Respondent to the Commonwealth unless and until a court determines that Respondent has engaged in acts or practices that violate any of the terms of this Assurance of Voluntary Compliance.

1. Should the Suspended Payment be found to be due and payable by a court, the amounts set forth therein shall become immediately due and owing.
2. Respondent acknowledges that the requirement to pay the Suspended Payment resulting from a violation of any of the terms of this Assurance of Voluntary Compliance, shall be in addition to, and not in lieu of, any other sanctions that may be imposed under Section 201-8 of the Consumer Protection Law or any other applicable statute or rule of law. 73 P.S. § 201- 8(a).

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" and shall be forwarded to Amy L. Schulman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

IV. 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. George P. Madden and Zachary Krivda are the sole members of Arrowmistic LLC and they certify that they are authorized to enter into and execute this Assurance of Voluntary Compliance on its 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 it 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 unsworn 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. § 201-8(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.

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

{Signatures appear on the following pages}

For the Petitioner:

COMMONWEALTH OF
PENNSYLVANIA OFFICE OF
ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 10/24/21

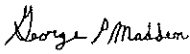
By: _____

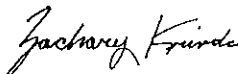



Amy L. Schulman
Senior Deputy Attorney General PA
Attorney I.D. No. 88088
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

For the Respondent:

ARROWMISTIC LLC d/b/a WICCA
MOVEMENT

Date: 10/5/2021 By: 
George P. Madden, Member

Date: 10/5/2021 By: 
Zachary Krivda, Member

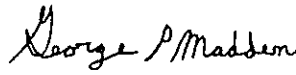
Date: 10/5/2021 By: 
Kevin L. Hall, Esquire
Tucker Arensberg, P.C.
2 Lemoyne Drive, Suite 200
Lemoyne, PA 17043
Counsel for Respondent

RESOLUTION OF ARROWMISTIC LLC d/b/a WICCA MOVEMENT

The Resolution, set forth herein, was adopted on _____ at a meeting of all members of Arrowmistic LLC or by the person or persons designated by the members of Arrowmistic LLC to manage Arrowmistic LLC, as provided in the articles of organization or in the operating agreement.

RESOLVED, that George P. Madden and Zachary Krivda of Arrowmistic LLC are hereby authorized and empowered on behalf of Arrowmistic LLC to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, in settlement of the *Commonwealth of Pennsylvania, By Josh Shapiro, Attorney General v. Arrowmistic LLC d/b/a Wicca Movement*, upon the terms and conditions contained in the Assurance of Voluntary Compliance attached hereto and made a part hereof.

Date: 10/5/2021

By: 
George P. Madden, Member

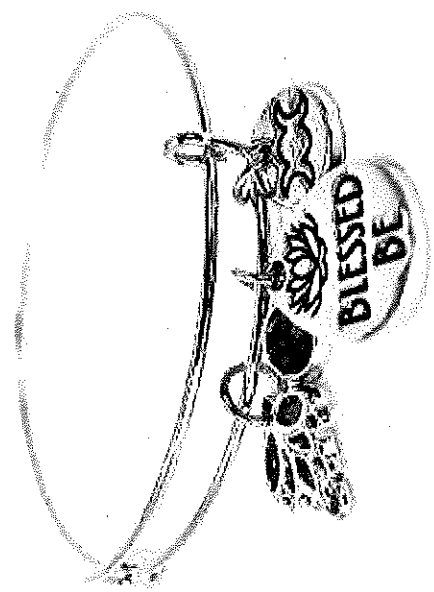
Date: 10/5/2021

By: 
Zachary Krivda, Member

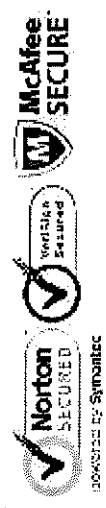
Wicca Movement

Let Us Know Where To Send It!

We'll cover the bracelet, you cover the shipping!



Made with high quality materials to provide you with the best looking and longest lasting bracelet possible - Just \$2.00!



Sonja Carmichael

I GOT MY BLESSED BE BRACELET AND I LOVE IT TY

X

All orders are processed through an encrypted connection with a 2048 bit RSA key.

Step #1: Your Details

First Name _____

Last Name _____

Email Address _____

Phone Number _____

Step #2: Shipping Details

Address Line 1 _____

Address Line 2 _____

Zip Code _____

City _____

Select State

Stainless Steel Bracelet: **FREE**

Express Shipping (4-6 days): **0.95**

Processing & Handling Fee: **1.05**

Grand Total: 2.00

Credit Card Number _____

Exp Month... Exp Year...

CVV Code



Get My bracelet Now!

I agree to Wicca Movement's Terms of Service, Privacy Policy, and Return Policy

PENNSYLVANIA, N. J. COMMONWEALTH'S EXHIBIT

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Wicca Movement

Find Your Perfect Bracelet

Our bracelets are made with you in mind! Whether you are using it to enjoy coffee, tea, or a tasty potion, this is the perfect bracelet for anyone who loves Wicca.

Get My FREE Bracelet Now!

Just \$2.00 Shipping & Handling



LIMITED TIME OFFER: We'll send you a FREE bracelet with your Wicca Movement Membership, just cover \$2.00 shipping!

Get My FREE Bracelet