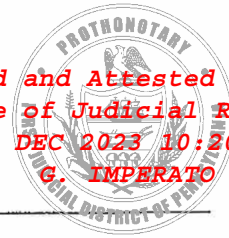


IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA

Filed and Attested by the  
Office of Judicial Records  
21 DEC 2023 10:20 am



COMMONWEALTH OF PENNSYLVANIA  
by Attorney General  
MICHELLE A. HENRY

No.

Petitioner

CIVIL ACTION – EQUITY

v.

RMC DIRECT MAIL SERVICES, LLC

Respondents

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry (hereinafter “Petitioner” or “Commonwealth”), which caused an investigation to be made into the business practices of the Respondent, RMC Direct Mail Services, LLC (hereinafter “RMC Direct”) pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter “*Consumer Protection Law*”), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General Michelle A. Henry, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent, RMC Direct, is a Florida Limited Liability Company with a current registered address of 2222 Ponce De Leon Blvd, Third Floor, Coral Gables, Florida 33134.

BACKGROUND

**WHEREAS**, based upon its investigation, the Commonwealth believes Respondent has engaged in trade and commerce within the Commonwealth of Pennsylvania by participating in the creation and dissemination of mailer advertisements for warranties to Pennsylvania consumers on behalf of one or more clients.

**WHEREAS**, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the *Consumer Protection Law*, as more fully set forth-below;

1. From at least January of 2021 through July of 2023, Respondent sent mailer advertisements for warranties to Pennsylvania consumers that:

1. Created a false sense of urgency that the advertisement was a notice which required an *immediate response* by using language such as “Final Notice”, Respond by”, “Time Sensitive”, “Immediate Response”;
2. Stated “Signature Required” when no such signature was required;
3. Stated they contained “personal and confidential” when they contained no such information;
4. Stated or implied that if a consumer did not take certain affirmative action, his/her/their financial liability would increase, when this was not accurate;
5. Stated or implied, without a factual basis, that there was an affiliation or association between the sender of the advertisement and the consumer’s mortgage lender or vehicle manufacturer;
6. Stated or implied that a consumer’s warranty was expiring or about to expire, regardless of whether or not the consumer ever had a warranty to begin with;
7. Contained a barcode that had no meaning;

8. Included a “registration fee voucher” that had all the hallmarks of a check, but was not a check; and
9. Appeared to be sent by the IRS or a government institution, when it was in fact an advertisement unrelated to any government institution.

**WHEREAS**, as a result of the alleged conduct set forth above, the Commonwealth asserts that Respondent engaged in “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), (iii), (v) and (xxi):

2. 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);
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have, 73 P.S. § 201-2(4)(v); and
4. 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**, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the *Consumer Protection Law*, in lieu of commencing statutory proceedings under Section 201-4 of the *Consumer Protection Law*, 73 P.S. §§ 201-4 and 201-5.

**WHEREAS**, under Section 201-5 of the *Consumer Protection Law*, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose. 73 P.S. § 201-5.

WHEREAS, Respondent desires to comply with the civil laws of the Commonwealth of Pennsylvania, including but not limited to the Consumer Protection Law.

**SETTLEMENT TERMS**

NOW THEREFORE, having conducted trade and commerce as defined by Section 201-2 of the *Consumer Protection Law*, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

**I. The Above Recitals are Incorporated Herein as Though Fully Set Forth.**

**II. Injunctive and Affirmative Relief**

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

B. Respondent SHALL NOT, in the future, participate in the creation or dissemination of advertisements of any kind to Pennsylvania residents.

C. Respondent SHALL NOT, in the future, engage in conduct which violates the Consumer Protection Law, and any future amendments thereto, specifically including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood or confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, as prohibited by Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and
4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) or the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

### **III. Monetary Relief**

A. **Required Payment** – Respondent shall pay to the Commonwealth the amount of ELEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$11,500.00) (“Required Payment”), which shall be allocated as follows:

1. **Public Protection and Education Purposes** – The amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (“Costs”) shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this action, and shall be deposited to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.
2. **Civil Penalties** – The Amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) shall be allocated as civil penalties and shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

**B. Payment Terms** – Respondent agrees to pay the Required Payment amount due under Paragraph III(A) above, by certified check, cashier’s check, or money order, made payable to the “Commonwealth of Pennsylvania, Office of Attorney General,” and forwarded to the Office of Attorney General Attn: Deputy Attorney General Melissa Kaplan, 1600 Arch Street, Suite 300, Philadelphia, PA 19103:

1. By making an initial payment to the Commonwealth of SIX THOUSAND and 00/100 Dollars (\$6,000.00) (“Initial Payment”) upon signing this Assurance of Voluntary Compliance;
2. By making an additional payment of FIVE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$5,500.00) within sixty (60) days of the filing date of this Assurance of Voluntary Compliance.

**IV. Miscellaneous Terms**

A. The Court of Common Pleas of Philadelphia County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing this Assurance of Voluntary Compliance.

B. Time shall be of the essence with regards to Respondent’s obligations hereunder.

C. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.

D. Respondent further 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.

E. Respondent understands and agrees that if it has made any false statements in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

F. 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.

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 agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an 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, inducements 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 that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein. Respondent states and acknowledges that it has had the representation, advice and counsel of an attorney of its choosing regarding the negotiation and execution of this Assurance of Voluntary Compliance.

I. Respondent agrees by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that the breach of any one of these terms, including but not limited to the payment terms, shall be sufficient warrant for the

Commonwealth of Pennsylvania to petition the Court of Common Pleas of Philadelphia County, or any court of competent jurisdiction, to seek the 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. The “Effective Date” of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

K. 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 the 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.

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

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*Signatures on next page*



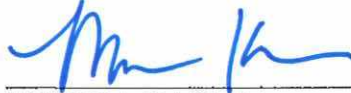
**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
*Attorney General*

Date: 12/21/2023

By:

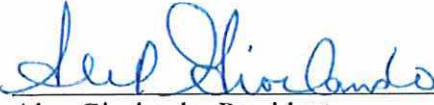


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PA Attorney I.D. No. 320744  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2444  
Facsimile: (215) 560 2494

**FOR THE RESPONDENT:**

RMC Direct Mail Services, LLC

Date: 12/16/23

By:   
Alex Giorlando, President  
2222 Ponce De Leon Blvd Third Fl.  
Coral Gables, Florida 33134