

**IN THE CUMBERLAND COUNTY COURT OF COMMON PLEAS
CIVIL ACTION**

COMMONWEALTH OF PENNSYLVANIA, :		
BY OFFICE OF ATTORNEY GENERAL :		
DAVID W. SUNDAY, JR., :		Case No.: 2021-03063
PLAINTIFF :		
	:	
v. :		
	:	
AMERICAN MINT, LLC D/B/A :		
AMERICAN MINT, :		
DEFENDANT :		

ORDER

AND NOW, this _____ day of _____, 2025, the attached *Consent Petition for Final Decree*, agreed to by all parties, the Plaintiff, Office of Attorney General, by Attorney General David W. Sunday, Jr., and Defendant, American Mint, LLC, doing business as “American Mint,” is hereby entered as the **ORDER** and **FINAL DECREE** of this Honorable Court. This Court shall maintain jurisdiction over this matter for enforcement purposes.

Date: _____, J.

Distribution List:

Merna Hoffman, Deputy Attorney General, 15th Floor, Strawberry Square, Harrisburg, PA 17120
Mhoffman@attorneygeneral.gov (*Attorney for Plaintiff*)

Joshua D. Bonn, Esq. Joshua D. Bonn, 240 North Third Street 7th Floor, Harrisburg, PA 17101
jbonn@cohenseglia.com (*Attorney for Defendant*)

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BY OFFICE OF ATTORNEY GENERAL	:	
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AMERICAN MINT,	:	
DEFENDANT	:	

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr., which filed a Complaint, pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.*, (“*Consumer Protection Law*”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of trade or commerce, declared unlawful by Section 201-3 of the *Consumer Protection Law*, as more fully set forth in the Complaint; and hereby brings this joint *Consent Petition for a Final Decree* as to all parties (“Consent Petition”) and, in support thereof, states the following:

PARTIES

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr., (“Commonwealth” or “Plaintiff”), with offices located at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Defendant, American Mint, LLC, doing business as “American Mint” (“Defendant”), is a Pennsylvania Limited Liability Company registered with the Pennsylvania

Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section and is doing business under the registered fictitious name “American Mint;”

WHEREAS, Defendant’s principal place of business is located at 5051 Louise Drive, Mechanicsburg, Cumberland County, Pennsylvania, 17055;

BACKGROUND

WHEREAS, Defendant, is engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, selling, and/or offering for sale collectible merchandise (e.g., commemorative coins, replica coins, legal tender, knives, jewelry, and die-cast models) via direct mail, telephone, print advertisements, and its website, americanmint.com (“Website”);

WHEREAS, Defendant sells some merchandise through a form of Negative Option Feature (“Plan”);¹

WHEREAS, on May 6, 2021, the Commonwealth filed the above-captioned action against Defendant, alleging violations of the *Consumer Protection Law*;²

¹ For purposes of this Consent Petition, the parties hereto adopt the Federal Trade Commission’s definition of “**Negative Option Feature**” as “an offer or agreement to sell or provide any goods or services, a provision under which the customer’s silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as an acceptance of the offer.” 16 C.F.R. § 310.2.

² Defendant previously entered into an Assurance of Voluntary Compliance (“AVC”) with the Commonwealth pursuant to Section 5 of the *Consumer Protection Law*, 73 P.S. § 201-5, filed at No. 2005- 4839 in Cumberland County Court of Common Pleas on September 16, 2005. The AVC alleged that the Defendant’s business practices were violative of the *Consumer Protection Law*, 73 P.S. §§201-1-201-9.3; an Act in relation to Unsolicited Merchandise, 73 P.S. §2001; an Act pertaining to the Mailing of Unordered Merchandise, 39 U.S.C.A. §3009; the Federal Trade Commission Mail Order Rule, 16 C.F.R. §435.1; the Federal Trade Commission Rule Concerning Prenotification Negative Option Plans, 16 C.F.R. §425.1; and the Federal Truth in Lending Regulation Z, 12 C.F.R. §226.13. The AVC provided that Defendant shall cease and desist from violating the above-referenced laws, and comply with the civil laws of the Commonwealth and with any and all provisions of the *Consumer Protection Law*; 73 P.S. §§ 201-1- 201-9.3; 73 P.S. §2001; 39 U.S.C.A. §3009; the Federal Trade Commission Mail Order Rule, 16 C.F.R. §435.1; the Federal Trade Commission Guidance concerning Continuity Plans; and the Federal Truth in Lending Regulation Z, 12 C.F.R. §226.13; and is permanently enjoined from any violation thereof. The Assurance of Voluntary Compliance provided that it should not be considered an admission of a violation for any purpose.

WHEREAS, the Complaint was brought pursuant to the Attorney General's enforcement authority under Section 201-4 of the *Consumer Protection Law*, which authorizes the Attorney General to bring an action in the public interest to restrain the use of deceptive acts and practices;

WHEREAS, each applicable print advertisement contained a return slip that consumers fill out and mailed back to Defendant when purchasing the advertised item;

WHEREAS, beneath the consumer's signature line, on the return slip, there is a box, which in bold lettering states, "American Mint Satisfaction Guarantee" or "Satisfaction Guarantee;"

WHEREAS, the "American Mint Satisfaction Guarantee" or "Satisfaction Guarantee" contains Defendant's terms and conditions of a Plan;

WHEREAS, in some print advertisements, the text in the "Satisfaction Guarantee" box is substantially and noticeably smaller than the remainder of the text in the advertisement, in a font size between 5.5 and 7, that is barely legible to an average consumer;

WHEREAS, underneath the American Mint Satisfaction Guarantee heading, the following language (or similar a variation thereof) was provided on each applicable advertisement:

"American Mint Satisfaction Guarantee, by ordering a product at the discounted price, you will have the privilege of receiving future issues in the collection through our free in home approval service. No further action is required on your part. If you do not wish to preview future issues in the collection, please X-out this paragraph. The American Mint preferred collector's price is guaranteed for you. You will be billed only for the items you decide to keep. If you pay by credit card, future shipments will not be charged until 25 days after the invoice date. You are under no obligation. If you are not satisfied with any item that is shipped to you, you may send it back within 20 days at our cost for replacement, credit or refund. American Mint has no minimum purchase requirements. You may cancel this service at any time by calling toll free 1-877-807-MINT.

WHEREAS, the Commonwealth’s Complaint alleged that Defendant’s use of ambiguous terms and inconspicuous text size does not constitute full disclosure of information;

WHEREAS, similar to Defendant’s print advertisements, the Commonwealth’s Complaint alleged that Defendant’s Website also failed to clearly and conspicuously disclose the material terms and conditions of the Plan³;

WHEREAS, the Commonwealth’s Complaint alleged that should a consumer click on an item for purchase, the consumer was defaulted into choosing the Plan option, or “Collect and Save,” as opposed to the “Individual Item Only” option;

WHEREAS, the Commonwealth’s Complaint alleged that Defendant’s print and Website advertisements have the capacity or tendency to confuse and deceive consumers;

WHEREAS, when a consumer makes a purchase of the promotional-discounted item by returning the return slip and does not X- out the “Satisfaction Guarantee” box, the consumer is allegedly defaulted into receiving unsolicited additional items (“Preview Items”)⁴ which they must pay for or return;

WHEREAS, the Commonwealth’s Complaint alleged that Defendant’s business practices in defaulting consumers into a Plan - the terms and conditions of which are not clear nor conspicuous - by mere acquiescence, or consumers’ failure to X-out the “Satisfaction Guarantee” box does not constitute express informed consent;

³ American Mint represents that it discontinued online solicitation via Negative Option Features no later than December 6, 2022.

⁴ For purposes of this Consent Petition, the parties hereto agree that “preview item” is the additional item the consumer receives in the same shipment as the advertised and substantially discounted starter item that the consumer initially purchases. The preview item costs more than the starter item, often exceeding ten times the cost of the starter item.

WHEREAS, consumers who pay for the “free” or “discounted” item by using a credit card and who fail to X- out of the Plan are automatically charged for the future items they receive and do not return within 90 days;

WHEREAS, the Commonwealth’s Complaint alleged that consumers who purchased items on Defendant’s Website were also defaulted into a Plan;

WHEREAS, if a consumer clicked on an item that is part of a Plan, the consumer was allegedly defaulted into choosing the “Satisfaction Guarantee” option, as opposed to the “Individual Item Only” option;

WHEREAS, the barely legible material terms in Defendant’s advertisements also failed to provide material terms of the transaction and were also ambiguous in nature;

WHEREAS, the Commonwealth’s Complaint alleged that Defendant’s mail and Website advertisements fail to inform consumers that they are signing up for a collection and that by ordering the discounted or free item, they will also receive another item in the same shipment which they must either pay for or return;

WHEREAS, the Commonwealth’s Complaint alleged that Defendant’s mail and Website advertisements also failed to provide consumers with information related to frequency of the shipments and cost of future items in a collection⁵;

WHEREAS, as indicated above, the “Satisfaction Guarantee” is allegedly a misleading heading used to obscure the fine print, which automatically enrolls consumers into a Plan for future merchandise;

WHEREAS, consumers who return the return slip and fail to X out the terms in the Satisfaction Guarantee box are defaulted into Defendant’s Plan and receive the following in the

⁵ American Mint represents that since 2021, its advertisements have informed consumers of the frequency of shipment and the costs of future items in the collection.

same shipment: the discounted or free ordered item; the preview item which costs substantially more than the discounted item; advertisements and offers, returns information form, and an invoice;

WHEREAS, Defendant's return information form as well as the invoices allegedly fail to disclose the circumstances under which the consumers are able to return the product without further cost;

WHEREAS, in numerous instances where consumers failed to return the Preview Item or pay for it, those consumers' accounts were referred to debt collection agencies;

WHEREAS, Defendant automatically charged consumers' credit cards for the Preview Item in instances where consumers returned the return slip and paid for the initial discounted item using their credit card;

WHEREAS, in instances where consumers were allegedly not aware that their credit card would be automatically charged for the Preview Item and filed for a chargeback, Defendant disputed the chargeback and in most instances the independent credit card processor would reverse the amount back to Defendant;

WHEREAS, the Commonwealth's eight count complaint, as set forth below, alleges that Defendant engaged in deceptive business practices and thereby violated the *Consumer Protection Law*;

WHEREAS, COUNT I of the Complaint alleges that Defendant violated the *Consumer Protection Law* by failing to clearly and conspicuously disclose material terms and conditions about its Plan in the mail solicitations including, but not limited to, a detailed explanation of the term "entitlement to preview," how much the "preview item" would cost consumers, and the frequency of the shipments of the "preview items;"

WHEREAS, COUNT II of the Complaint alleges that Defendant violated the *Consumer Protection Law* by failing to obtain the express informed consent from consumers who purchase merchandise through mail solicitations but instead defaults consumers into a plan by the consumer's mere acquiescence;

WHEREAS, COUNT III of the Complaint alleges that Defendant violated the *Consumer Protection Law* in that Defendant's use of the phrase "satisfaction guarantee" in its mail solicitations is a confusing and misleading heading used to obscure the fine print which automatically enrolls consumers into a Plan;

WHEREAS, COUNT IV of the Complaint alleges that Defendant violated the *Consumer Protection Law* in that Defendant's invoices are confusing and misleading in instances when Defendant invoiced consumers for items they opted out of receiving and threatened to refer consumers' accounts to collection agencies for merchandise consumers did not request;

WHEREAS, COUNT V of the Complaint alleges that Defendant violated the *Consumer Protection Law* by failing to clearly and conspicuously disclose material terms and conditions about its Plan in its Website;

WHEREAS, COUNT VI of the Complaint alleges that Defendant violated the *Consumer Protection Law* by failing to obtain the express informed consent from consumers who purchase merchandise through its website;

WHEREAS, COUNT VII of the Complaint alleges that Defendant violated the *Consumer Protection Law* in that Defendant's use of the phrase "satisfaction guarantee" on its Website is a confusing and misleading heading used to obscure the fine print which automatically enrolls consumers into a Plan;

WHEREAS, COUNT VIII alleges that Defendant violated the *Consumer Protection Law* by engaging in other violative business practices, including: (a) Threatening consumers with collections; (b) Taking payments from consumers yet failing to deliver the products to the consumers; (c) Sending consumers unsolicited merchandise and invoices after consumers opted out of receiving additional items; (d) Failing to provide refunds per its own terms and conditions; and (e) Creating an unnecessary and undue burden on consumers to cancel the Subscription Plan;

WHEREAS, the Complaint further alleges that Defendant's acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices" prohibited under section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3 as defined under Section 201-2(4).

WHEREAS, Defendant agrees to cease and desist from violating the *Consumer Protection Law* as set forth above and desires to comply with the laws of the Commonwealth of Pennsylvania;

WHEREAS, Defendant is desirous of complying with the laws of the Commonwealth and the provisions of this Consent Petition, and has executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Cumberland County, its provisions shall constitute the provisions of a Final Decree or Order of this Court with respect to the above-captioned matter;

WHEREAS, upon approval of the Court of Common Pleas of Cumberland County, the parties intend and agree that this Consent Petition constitutes a settlement of the pending above-captioned civil action and the parties to this Consent Petition accept this as a settlement in lieu of proceeding in the above-referenced case;

WHEREAS, Defendant agrees by the signing of this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition;

WHEREAS, Defendant alleges that it has complied with all applicable state and consumer protection laws but nevertheless has instituted changes to improve customer experience; and

WHEREAS, this Consent Petition shall not be considered an admission of a violation for any purpose.

SETTLEMENT TERMS

NOW THEREFORE, Defendant, American Mint, LLC, doing business as “American Mint,” agrees for itself, successors, assignees, transferees, agents, officers, directors, employees, representatives, executors, administrators and all other persons acting on their behalf, directly or through any corporate or other device as follows:

I. The above stated recitals are incorporated herein and made part hereof as though fully set forth.

II. INJUNCTIVE AND AFFIRMATIVE RELIEF

Upon the “Effective Date” of this Consent Petition, Defendant and its successors, assignees, transferees, officers, directors, agents, servants, employees, representatives, and all other persons or entities acting on Defendant’s behalf and/or in active concert or participation with Defendant, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the prohibited practices set forth herein and are further required to satisfy the affirmative requirements set forth herein:

A. Defendant is hereby forever enjoined and prohibited from violating any provisions of the *Consumer Protection Law*, and any future amendments thereto.

B. Defendant shall Clearly and Conspicuously ⁶ disclose the material terms of its mail solicitations and online advertisements.

C. Defendant is hereby enjoined from requiring consumers to affirmatively “opt out” of the Negative Option Feature including, but not limited to, by having consumers X out of the terms.

D. Defendant shall obtain a Consumer’s Express and Informed Consent ⁷ prior to enrolling the Consumer in a Negative Option Feature.

E. Defendant shall Clearly and Conspicuously disclose, and in close proximity to the terms of the Negative Option Feature, the following information:

1. charges will increase, after the trial or free period of the introductory offer;
2. consumers will receive an additional item or “Preview Item,” along with the “free” or discounted item in the same shipment, which starts their collection;
3. the cost of each item in the continuity plan, including the cost of the additional item Defendant sends to consumers in the same package as the free or discounted item;
4. enrollment in the Negative Option Feature results in recurring charges unless consumer affirmatively cancels;
5. the deadline by which the consumer must act in order to stop all recurring charges; and
6. the means in which a consumer may cancel the Negative Option Feature;

F. Defendant is enjoined from automatically enrolling consumers in a different Negative Option Feature, once the consumer collects all items in a collection.

⁶ For purposes of this Consent Petition, the parties hereto adopt the Federal Trade Commission’s guidelines of “**Clear and Conspicuous**” to mean that “marketers must disclose the material terms of the negative option [feature] including at a minimum, key terms such as the existence of the negative option [feature], the offer’s total cost, and how to cancel the offer. *Enforcement Policy Statement Regarding Negative Option Marketing*, p.4.

⁷ For purposes of this Consent Petition, the parties adopt the Black’s Law Dictionary’s definition of “**Express Consent**” to mean, “Consent that is clearly and unmistakably stated” and “**Informed Consent**” as, “A person’s agreement to allow something to happen, made with full knowledge of the risks involved and the alternatives.” CONSENT, Black’s Law Dictionary (12th ed. 2024).

G. Defendant is enjoined from using misleading headings, such as “Satisfaction Guarantee” to conceal the material terms of its Negative Option Feature.

H. Defendant shall Clearly and Conspicuously disclose in its advertisements whether billing charges include postage and handling.

I. Defendant’s cancelation policy of the Negative Option Feature shall allow consumers the ability to cancel their Plan by the same method as their enrollment in the Negative Option Feature.

J. Defendant shall cease and desist from transferring consumers’ accounts to debt collection agencies.

K. Defendant shall cease any and all collection efforts on consumers’ accounts which Defendant sent to debt collection agencies and further agrees to discharge, free and clear, any and all outstanding consumer debt transferred to debt collectors.

L. Defendant is permanently enjoined from violating any Federal laws, rules or regulations relating to Negative Option Features.

M. All provisions of the Assurance of Voluntary Compliance entered into between the parties and filed on September 16, 2005 under Cumberland County Court of Common Pleas docket number 2005-4839 remain in full force and effect.

III. MONETARY RELIEF

A. Upon execution of this Consent Petition, Defendant hereby acknowledges and agrees to pay the amount of **SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$750,000.00)** (“Required Payment”) in favor of the Commonwealth consisting of the following:

1. **Restitution**, pursuant to Section 201-4.1 of the *Consumer Protection Law*, in the amount of **SEVEN HUNDRED SEVEN THOUSAND NINE HUNDRED EIGHTY-SIX AND 17/100 DOLLARS (\$707,986.17)**.
2. **Costs** in the amount of **FORTY TWO THOUSAND THIRTEEN AND 83/100 DOLLARS (\$42,013.83)** shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse part of the costs incurred in its litigation, and shall be deposited in an interest-bearing account from which both principal and interest shall be expended for future public protection and education purposes.
3. The Commonwealth shall use the funds paid by Defendant as restitution: (1) to distribute funds to consumers as the Commonwealth directs, and (2) to pay for costs and expenses of any Settlement Administrator.

B. RESTITUTION ADMINISTRATION

1. **Eligibility** – The Commonwealth reserves the right to pay restitution to consumers who filed complaints within three (3) months of the Effective Date of this Consent Petition. Any consumer complaint received by the Commonwealth or Defendant that is postmarked before the three (3) months after the Consent Petition is filed, shall be deemed timely.
2. **Restitution Administration** –The amount, manner and timing of distribution of restitution funds, including without limitation, directing a Settlement Administrator to make payments to these consumers, shall be within the sole discretion of the Commonwealth. Should the Commonwealth require additional information pertaining to consumers' accounts and transaction details, Defendant agrees to

cooperate with the Commonwealth including, but not limited to, verifying consumer accounts and transaction and chargeback amounts. After the Commonwealth or its Settlement Administrator has completed the distribution of restitution funds to consumers, including making reasonable attempts to contact consumers of uncashed checks and waiting a reasonable period of time of ninety (90) calendar days, all uncashed checks may be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

C. **FORM OF PAYMENT**- All payments made by Defendant to the Commonwealth, pursuant to this Consent Petition, shall be in the form of a certified check, cashier's check, wire, or money order made payable to the "Commonwealth of Pennsylvania, Office of Attorney General" and shall be forwarded to Merna T. Hoffman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

IV. **MISCELLANEOUS TERMS**

A. Time shall be of the essence with regards to Defendant's obligations hereunder.

B. Nothing in this Consent Petition shall prevent or restrict the use of this Consent Petition by the Commonwealth in any action against Defendant for contempt or failure to comply with any provision of this Consent Petition, or in the event that Defendant is in default of any of the terms and conditions of this Consent Petition. A default on the part of Defendant shall include any default or breach by Defendant of any of the terms or requirements of this Consent Petition.

Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provisions after the Effective Date, as defined herein below; (ii) compromise or limit the Commonwealth's authority to initiate a proceeding for any contempt or other sanctions for failure to comply; or (iii) compromise the authority of the Court of Common Pleas of Cumberland County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition. Further, nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

C. The "Effective Date" of this Consent Petition shall mean the date that this Consent Petition is approved by the Court of Common Pleas of Cumberland County and entered as the Order and Final Decree of this Court.

D. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

E. Defendant agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

F. Defendant is and has been represented by legal counsel and has been advised by their legal counsel of the meaning and effect of this Consent Petition.

G. The undersigned Michelle Richenderfer as Senior Vice President of Operations at American Mint, LLC, hereby states that she is authorized to enter into and execute this Consent Petition on behalf of American Mint, LLC.

H. The Commonwealth and Defendant hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition for Final Decree shall act as a permanent injunction issued under Section 201-4 of the *Consumer Protection Law*, and, that, subject to the specific terms and

conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, by its Attorney General, to petition the Court of Common Pleas of Cumberland County or any other court of competent jurisdiction pursuant to a rule to show cause for penalties as provided in Section 201-8 of the *Consumer Protection Law* and any other relief that the Court deems necessary and proper, up to and including forfeiture of the right to engage in trade or commerce in the Commonwealth of Pennsylvania.

I. The Court of Common Pleas of Cumberland County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendant for purposes of enforcement of this injunction, Consent Petition and/or the Order accompanying it.

J. Defendant understands that if it made any false statement or representation to the Commonwealth, in or related to this Consent Petition, that such statement or representation is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

K. This Consent Petition 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 Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. To the extent that any provisions of this Consent Petition are inconsistent with the terms of the Assurance of Voluntary Compliance, filed under Cumberland County under docket number 2005-4839, the terms set forth in this Consent Petition shall prevail.

M. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and/or the agreements contained herein being approved by the Court of Common Pleas of Cumberland County and entered as a Final Decree.

N. This Consent Petition 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 Final Decree may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

O. Defendant shall not represent or imply that the Commonwealth acquiesces in or approves of, Defendant's past or current business practices, efforts to improve practices or any future practices that Defendant may adopt.

NOW THEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition for Final Decree, Defendant, American Mint, LLC, doing business as "American Mint," agrees to the signing of this Consent Petition and this Court hereby orders that Defendant shall be permanently enjoined from breaching any and all of the aforementioned provisions.

WE HEREBY consent to this *Consent Petition for Final Decree* and submit the same to this Honorable Court for the making and entry of a Final Decree or Order of the Court on the dates indicated herein below.

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

{SIGNATURES ON THE FOLLOWING PAGE}

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
DAVID W. SUNDAY, JR.,
ATTORNEY GENERAL

Date: October 20, 2025

By:



MERNA T. HOFFMAN
SENIOR DEPUTY ATTORNEY GENERAL
15th Floor, Strawberry Square
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Email: mhoffman@attorneygeneral.gov

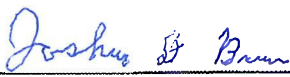
FOR THE DEFENDANT:

AMERICAN MINT, LLC
d/b/a "AMERICAN MINT"

Date: 9/17/2025

By: 
MICHELLE RICHENDERFER
Senior Vice President of Operations
American Mint, LLC

Date: 10/2/25

By: 
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