

JUN 23 2015

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

IN THE MATTER OF:

Case No. **15CV16018**

HENRY CRICKET GROUP, LLC;
MAXIMILLIAN, INC.; LIBERTY
PUBLISHERS SERVICE, INC.; ORBITAL
PUBLISHING GROUP, INC.; EXPRESS
PUBLISHERS SERVICE, INC.; ASSOCIATED
PUBLISHERS NETWORK, INC.; UNITED
PUBLISHERS NETWORK; ADEPT
MANAGEMENT, INC.; CUSTOMER ACCESS
SERVICES, INC.; CONSOLIDATED
PUBLISHERS EXCHANGE, INC.;
MAGAZINE CLEARING EXCHANGE, INC.;
SUBSCRIPTION HOUSE AGENCY, INC.;
MAGAZINE LINK, INC.; PUBLISHERS
PAYMENT PROCESSING, INC.; ANCHOR
PUBLISHING GROUP, INC.; CLARITY
GROUP, INC.; WINEOCEROS WINE CLUB,
INC.; CPC SOLUTIONS, INC.; REALITY
KATS, LLC; HOYAL & ASSOCIATES, INC.;
LAURA LOVRIEN; COLLEEN M. KAYLOR;
SHANNON R. BACON; LYDIA J. PUGSLEY;
NOEL PARDUCCI; LINDA BABB; WILLIAM
STRICKLER; RACHEL WORCESTER;
JEFFREY HOYAL; DENNIS SIMPSON
Respondents.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

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1.

This Assurance of Voluntary Compliance (AVC) is offered by each of the following
Respondents, to the Oregon Department of Justice (DOJ), acting pursuant to ORS 646.632:

- HENRY CRICKET GROUP, LLC;
- MAXIMILLIAN, INC.;
- LIBERTY PUBLISHERS SERVICE, INC.;
- ORBITAL PUBLISHING GROUP, INC.;
- EXPRESS PUBLISHERS SERVICE, INC.;
- ASSOCIATED PUBLISHERS NETWORK, INC.;
- UNITED PUBLISHERS NETWORK;

- 1 • ADEPT MANAGEMENT, INC.;
- 2 • CUSTOMER ACCESS SERVICES, INC.;
- 3 • CONSOLIDATED PUBLISHERS EXCHANGE, INC.;
- 4 • MAGAZINE CLEARING EXCHANGE, INC.;
- 5 • SUBSCRIPTION HOUSE AGENCY, INC.;
- 6 • MAGAZINE LINK, INC.;
- 7 • PUBLISHERS PAYMENT PROCESSING, INC.;
- 8 • ANCHOR PUBLISHING GROUP, INC.;
- 9 • CLARITY GROUP, INC.;
- 10 • WINEOCEROS WINE CLUB, INC.;
- 11 • CPC SOLUTIONS, INC.;
- 12 • REALITY KATS, LLC;
- 13 • HOYAL & ASSOCIATES, INC.;
- 14 • LAURA LOVRIEN;
- 15 • COLLEEN M. KAYLOR;
- 16 • SHANNON R. BACON;
- 17 • LYDIA J. PUGSLEY;
- 18 • NOEL PARDUCCI;
- 19 • LINDA BABB;
- 20 • WILLIAM STRICKLER;
- 21 • RACHEL WORCESTER;
- 22 • JEFFREY HOYAL;
- 23 • DENNIS SIMPSON

2.

13 This AVC is a settlement of a disputed matter, set forth more fully in the records and
 14 files of, *State v. Henry Cricket Group, LLC, et. al.*, Marion County Circuit Court No.
 15 15CV07765 (“Lawsuit”). Respondents expressly deny any and all of the allegations set forth in
 16 the records and files of the Lawsuit. Nothing in this document shall be construed to be an
 17 admission of fact or law by any Respondent. Respondents and DOJ agree that no provision of
 18 this AVC operates as a penalty, forfeiture, or punishment under the Constitution of the United
 19 States, under the Constitution of the State of Oregon, or under any other provision of law.

3.

21 Respondents and the Oregon Department of Justice hereby release and discharge each
 22 other of and from any and all known or unknown or unforeseen actions, claims, liabilities,
 23 injury, losses, rights of contribution or indemnity, and damages without limitation, to include
 24 but not limited to those which are alleged or which may develop which are in any way
 25 connected with or based upon the transactions described in the records and files of the Lawsuit.

1 This release includes all claims that were brought, or could have been brought, by the Attorney
2 General on behalf of the State of Oregon, to the full extent of the power of the Oregon Attorney
3 General. This release also includes all claims which Respondent has or might have against the
4 State of Oregon as a result of the investigation or prosecution of this matter.

5 4.

6 Respondents expressly acknowledge and agree that nothing herein shall be construed to
7 limit the rights of any district attorney, or of any other State, or of the United States, or of any
8 individual Oregon consumer, or of classes of consumers, from bringing charges, claims or
9 causes of action which arise, or which may arise, from the transactions or business practices
10 alleged in the Complaint and the records and files of the Lawsuit.

11 5.

12 Respondents acknowledge receipt of notice from the State of Oregon pursuant to ORS
13 646.632(2), or waive such notice of the alleged unlawful trade practice and the relief to be
14 sought.

15 6.

16 Respondents understand and agree this AVC applies to each Respondent, any entity a
17 Respondent owns, operates or controls, the officers, directors, agents, employees,
18 representatives, successors and assigns of such entities, jointly and severally, while acting
19 personally, or through any corporation or other business entities, whose acts, practices or
20 policies are directed, formulated or controlled by a Respondent.

21 7.

22 Respondents understand and agree that if this AVC is accepted by DOJ, it will be
23 submitted to the Circuit Court of the State of Oregon for Marion County for approval, and, if
24 approved, will be filed with the Court pursuant to ORS 646.632(2).

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Page 3 - **ASSURANCE OF VOLUNTARY COMPLIANCE**
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8.

Each Respondent waives any further notice of submission to and filing with the Court of this AVC. Each Respondent agrees to accept service of a conformed or court certified copy by prepaid first class mail sent to Respondents' attorneys, William F. Gary, Sharon A. Rudnick, or David Lennon.

9.

Respondents understand that, in addition to any other sanctions which may be imposed under this AVC or under the law, violation of any of the terms of this AVC may result in contempt of court proceedings, civil penalties of up to \$25,000 for each violation, and such further relief as the court may deem appropriate. ORS 646.632(4), ORS 646.642(1) and ORS 646.642(2).

10.

The parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the parties. The parties further acknowledge that this AVC constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

11.

Respondents shall not represent or imply that DOJ acquiesces or approves of Respondent's past business practices, current efforts to reform their practices, or any future practices which Respondent may adopt or consider adopting. DOJ's decision to settle this matter or to otherwise unilaterally limit current or future enforcement action does not constitute approval or imply authorization for any past, present, or future business practice.

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PROHIBITED CONDUCT

12.

Each Respondent is permanently prohibited from engaging in any or all of the following conduct:

- a) From using the United States Mails, the internet, telephone systems, or private couriers to engage in any activity prohibited by this AVC;
- b) From conspiring with any other person or entity to violate this AVC;
- c) From engaging in the magazine or newspaper subscription business. This includes the sale of newspaper or magazine subscriptions, conducting business as a subscription clearing house, and using, purchasing, renting, or leasing any customer list from any third party.

MANDATORY CONDUCT – RESTITUTION

13.

Respondents shall pay Restitution according to the terms of this AVC. The restitution fund shall be administered by an Administrator chosen after the execution of this AVC and deemed mutually acceptable by Respondents and the State. The Administrator shall be paid from the Restitution Fund established herein.

14.

Within seven days of their execution of this AVC, Respondents shall tender to the Administrator the sum of \$250,000, which the Administrator will deposit into an account from which he or she will pay claims relating to the restitution program. If, during the course of the restitution program, the balance of these funds drops below \$150,000, Respondents, within seven days of receiving written notice from the Administrator, shall tender such additional sums

1 as may be necessary to maintain the restitution fund at the level of \$250,000 – but in no event
2 shall Respondents be responsible for paying more than \$500,000 into the fund. Money from the
3 fund shall be used by the Administrator to pay consumer restitution, and to pay the costs of
4 administering the restitution program. Any unused balance in the consumer fund account, as of
5 the closure of the restitution program, shall be returned to Respondents so the funds may be
6 made available for use in other restitution programs as may be agreed upon by Respondents and
7 other States.
8

9 15.

10 The Respondents shall cooperate with all reasonable requests for information as made
11 by the Department or by the Administrator, which information is reasonably related to
12 identifying consumers who are eligible for refunds, or for determining the amounts of refunds.
13

14 16.

15 Restitution will be provided to “eligible consumers” who, between January 1, 2010 and
16 August 1, 2015, met the following criteria, based on the electronic records and files maintained
17 by defendants, and upon consumer complaints received by the Oregon Department of Justice:

- 18 a) The consumer lived in Oregon;
19 b) The consumer ordered newspaper or magazine subscriptions from one or more of the
20 Respondents;
21 c) The consumer paid money for the newspaper or magazine subscriptions;
22 d) The consumer makes a claim in writing for restitution within 120 days after the
23 Department or the Administrator first provides the consumer with written notice of
24 the restitution program; and,
25
26

1 e) Restitution eligible persons also include Oregonians who, since January 1, 2010,
2 have made past complaints to the Oregon Department of Justice which, to date, have
3 not been the subject of full refunds from Respondents.

4 17.

5 Eligible consumers shall be classified as follows, for purposes of the restitution
6 program:

- 7 a) **Category A consumers:** those who were 65 years of age or older at the time
8 they purchased subscriptions from one or more Respondents, which called for
9 the delivery of the publications beyond 3 years from the date of the consumer's
10 order;
11
12 b) **Category B consumers:** those who purchased subscriptions, but did not receive
13 delivery of the publications, or they received delivery of a "substitute"
14 publication not explicitly requested by the consumer;
15
16 c) **Category C consumers:** those who purchased subscriptions, despite that the
17 publication was a free benefit to members of consumer organizations (for
18 example, Trout Unlimited); and,
19
20 d) **Category D consumers:** the remaining consumers who purchased subscriptions.

21 18.

22 Category A, B and C consumers shall be paid restitution in an amount equal to all
23 money those consumers paid for subscriptions or renewals during the time referenced in the
24 consumer's claim for restitution. Category D consumers shall be paid restitution in an amount
25 equal to the money paid by the consumer, less amounts previously refunded to the consumer by
26 Respondents, less the newsstand price for magazines that the consumer received and did not

1 return before cancellation. If a consumer was previously paid a partial refund, but Respondents
2 withheld a service fee (e.g., a \$20 service fee), then the consumer shall be refunded the service
3 fee previously withheld.

4 **MANDATORY CONDUCT – PAYMENT TO CP&E REVOLVING ACCOUNT**

5 19.

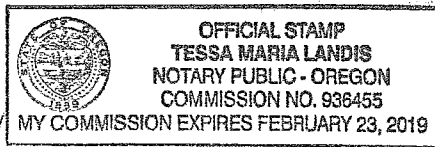
6 Within seven days of executing this AVC, Respondents shall tender to the Department
7 the sum of Three Million Dollars (\$3.0 million), for deposit into the Consumer Protection and
8 Education Revolving Account established by ORS 180.095, to be used as Oregon law may
9 provide.
10

11
12 **RESPONDENTS' SIGNATURES AND ACKNOWLEDGMENTS**

13 I, NOEL PARDUCCI, have read and understand this Assurance of Voluntary
14 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
15 to each and every term, on behalf of myself, personally, and on behalf of the following
16 corporations: **Henry Cricket Group, LLC, Maximillian, Inc., Liberty Publishers Service, Inc.,**
Orbital Publishing Group, Inc., Express Publishers Service, Inc. Associated
Publishers Network, Inc., and United Publishers Network, Inc.

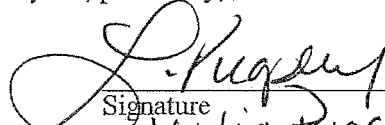
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18 Signature *Noel Parducci*
19 _____
20 Printed Name

21 SUBSCRIBED AND SWORN to before me this 19th day of June, 2015.

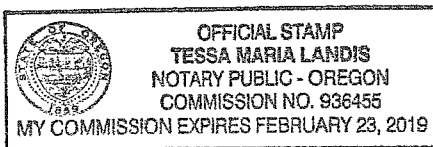


24 _____
25 Notary Public for Oregon
26 _____

1 I, **LYDIA PUGSLEY**, have read and understand this Assurance of Voluntary
2 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
3 to each and every term, on behalf of myself, personally, and on behalf of **Adept Management,**
4 **Inc..**

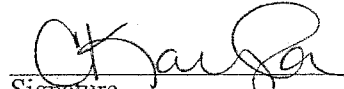
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6 _____
7 Signature
8 **Lydia Pugsley**
9 _____
10 Printed Name

11 SUBSCRIBED AND SWORN to before me this 19th day of June, 2015.

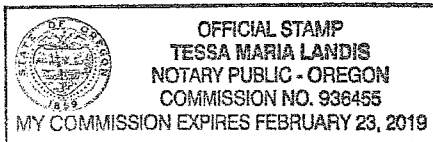



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14 _____
15 Notary Public for Oregon

16 I, **COLLEEN KAYLOR**, have read and understand this Assurance of Voluntary
17 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
18 to each and every term, on behalf of myself, personally, and on behalf of **Customer Access**
19 **Services, Inc., Magazine Clearing Exchange, Inc., Magazine Link, Inc., and, CPC**
20 **Solutions, Inc..**

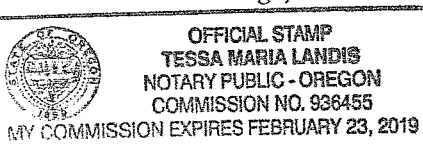
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22 _____
23 Signature
24 **Colleen Kaylor**
25 _____
26 Printed Name


27 SUBSCRIBED AND SWORN to before me this 19th day of June, 2015.



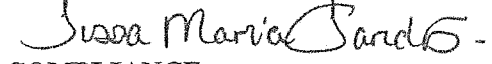
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30 _____
31 Notary Public for Oregon

32 I, **SHANNON BACON**, have read and understand this Assurance of Voluntary
33 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
34 to each and every term, on behalf of myself, personally, and on behalf of **Subscription House**
35 **Agency, Inc., Publishers Payment Processing, Inc., and Clarity Group, Inc., Consolidated**
36 **Publishers Exchange, Inc..**



38 
39 _____
40 Signature
41 **Shannon Bacon**
42 _____
43 Printed Name

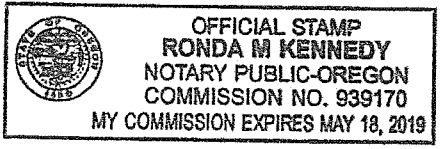
44 // Subscribed and Sworn to before me this 19th day of June, 2015

45 //  - Notary Public of OR

1 I, LINDA BABB, have read and understand this Assurance of Voluntary
2 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
3 to each and every term, on behalf of myself, personally, and on behalf of Anchor Publishing
4 Group, Inc..

Linda J. Babb
Signature
Linda J. Babb
Printed Name

6 SUBSCRIBED AND SWORN to before me this 22nd day of June, 2015.



Ronda M. Kennedy
Notary Public for Oregon

10 I, WILLIAM STRICKLER, have read and understand this Assurance of Voluntary
11 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
12 to each and every term, on behalf of myself, personally, and on behalf of Wineoceros Wine
13 Club, Inc..

14 _____
Signature
15 _____
Printed Name

16 SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

18 _____
Notary Public for Oregon

19 I, DENNIS SIMPSON, have read and understand this Assurance of Voluntary
20 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
21 to each and every term, on behalf of myself, personally, and on behalf of Reality Kats, LLC..

22 _____
Signature
23 _____
Printed Name

24 SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

26 _____
Notary Public for Oregon

1 I, **LINDA BABB**, have read and understand this Assurance of Voluntary
 2 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
 3 to each and every term, on behalf of myself, personally, and on behalf of **Anchor Publishing
 Group, Inc.**

4 _____
 Signature

5 _____
 Printed Name

6
 7 SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

8
 9 _____
 Notary Public for Oregon

10
 11 I, **WILLIAM STRICKLER**, have read and understand this Assurance of Voluntary
 12 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
 13 to each and every term, on behalf of myself, personally, and on behalf of **Wineoceros Wine
 Club, Inc.**

14 *William Strickler*
 Signature

15 **WILLIAM STRICKLER**
 Printed Name

16 SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

17
 18 *See Attached*
 Notary Public for Oregon CALIFORNIA

19
 20 I, **DENNIS SIMPSON**, have read and understand this Assurance of Voluntary
 21 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
 22 to each and every term, on behalf of myself, personally, and on behalf of **Reality Kats, LLC.**

23 _____
 Signature

24 _____
 Printed Name

25 SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

26 _____
 Notary Public for Oregon

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
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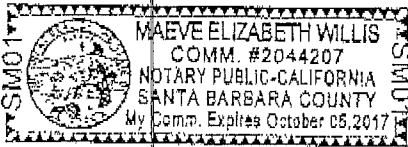
 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Santa Barbara

Subscribed and sworn to (or affirmed) before me
 on this 22nd day of June, 2015.
 by _____
 Date Month Year
 (1) William S. Strickler
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Maeve Willis
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assurance of Voluntary Compliance Document Date: 6/22/15
 Number of Pages: 12 Signer(s) Other Than Named Above: none

1 I, **LINDA BABB**, have read and understand this Assurance of Voluntary
2 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
3 to each and every term, on behalf of myself, personally, and on behalf of **Anchor Publishing
Group, Inc.**

4 _____
Signature

5 _____
Printed Name

6
7 SUBSCRIBED AND SWORN to before me this ____ day of June, 2015.

8 _____
Notary Public for Oregon

9
10
11 I, **WILLIAM STRICKLER**, have read and understand this Assurance of Voluntary
12 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
13 to each and every term, on behalf of myself, personally, and on behalf of **Wineoceros Wine
Club, Inc.**

14 _____
Signature

15 _____
Printed Name

16 SUBSCRIBED AND SWORN to before me this ____ day of June, 2015.

17
18 _____
Notary Public for Oregon

19
20 I, **DENNIS SIMPSON**, have read and understand this Assurance of Voluntary
21 Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree
22 to each and every term, on behalf of myself, personally, and on behalf of **Reality Kats, LLC.**

23 _____
Signature

24 _____
Printed Name

25 SUBSCRIBED AND SWORN to before me this ____ day of June, 2015.

26 _____
Notary Public for Oregon

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

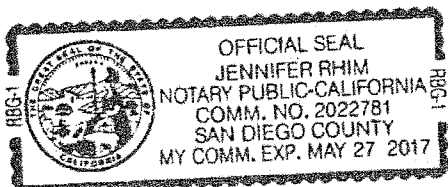
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 22nd, 2015 before me, Jennifer Rhim, Notary public
Date Here Insert Name and Title of the Officer
personally appeared DENNIS L. SIMPSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Oregon ABC (Assurance of Voluntary Compliance) Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: nil

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

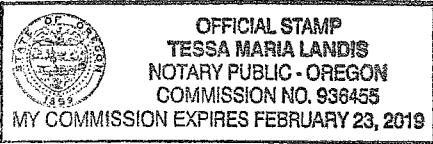
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I, **JEFFREY HOYAL**, have read and understand this Assurance of Voluntary Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree to each and every term, on behalf of myself, personally, and on behalf of **Hoyal & Associates, Inc.**

[Handwritten Signature]

Signature
JEFF HOYAL
Printed Name

SUBSCRIBED AND SWORN to before me this 19th day of June, 2015.



[Handwritten Signature]
Notary Public for Oregon

I, **RACHEL WORCESTER**, have read and understand this Assurance of Voluntary Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree to each and every term, on behalf of myself, personally, and on behalf of **Associated Publisher Network, Inc.**

Signature

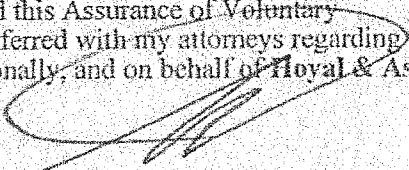
Printed Name

SUBSCRIBED AND SWORN to before me this ___ day of June, 2015.

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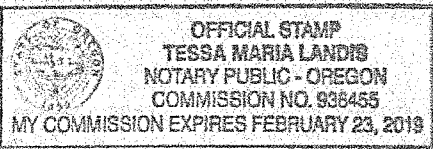
I, **JEFFREY HOYAL**, have read and understand this Assurance of Voluntary Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree to each and every term, on behalf of myself, personally, and on behalf of **Hoyal & Associates, Inc.**



Signature
JEFF HOYAL

Printed Name

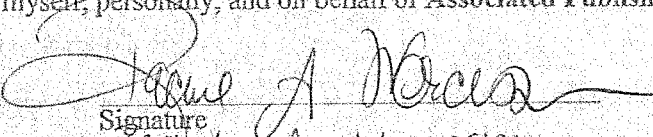
SUBSCRIBED AND SWORN to before me this 19th day of June, 2015.





Notary Public for Oregon

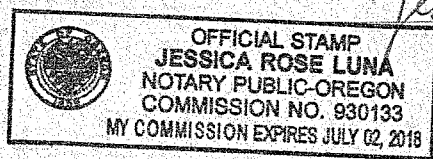
I, **RACHEL WORCESTER**, have read and understand this Assurance of Voluntary Compliance, and each of its terms, and I have conferred with my attorneys regarding it. I agree to each and every term, on behalf of myself, personally, and on behalf of **Associated Publisher Network, Inc.**

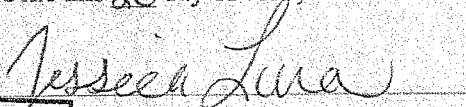


Signature
Rachel A Worcester

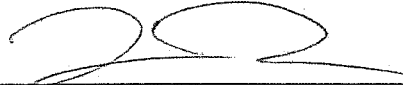
Printed Name

SUBSCRIBED AND SWORN to before me this 20th day of June, 2015.





1 I, LAURA LOVRIEN, have read and understand this Assurance of Voluntary Compliance, and
2 each of its terms, and I have conferred with my attorneys regarding it. I agree to each and every
3 term, on behalf of myself, personally.

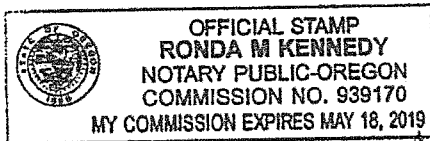
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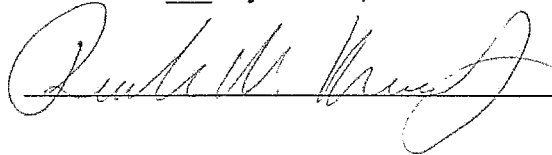
5 Signature

LAURA LOVRIEN

6 Printed Name

7
8 SUBSCRIBED AND SWORN to before me this 22nd day of June, 2015.

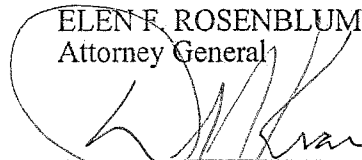


11 

ACCEPTANCE OF DOJ

12 Accepted this 23 day of June, 2015.

13
14 ELEN F. ROSENBLUM
Attorney General

15 

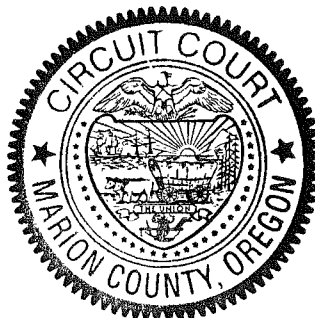
16 David Kramer, OSB #80290
17 Senior Assistant Attorney General
18 Department of Justice
Of Attorneys for State of Oregon

19 APPROVAL BY COURT

20 APPROVED FOR FILING and SO ORDERED this 23rd day of June, 2015.

21
22 

23 Circuit Court Judge



STATE OF OREGON } ss
County of Marion }

The foregoing copy has been compared and is certified by me as a full, true and correct copy of the original on file in my office and in my custody.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the

Court on: 6123115
TRIAL COURT ADMINISTRATOR

By [Signature]