

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

MASTER MARKETING GROUP, LLC
dba GA BUSINESS COMPLIANCE,

and

TEMPER THOMPSON, in his personal capacity,

Respondents.

The Attorney General and Respondents enter into this Assurance under Iowa Code § 714.16, the Iowa Consumer Fraud Act (“CFA”), and its related administrative rules. The Attorney General and Respondents hereby agree as follows:

Parties and Definitions

1. “Assurance” means this Assurance of Voluntary Compliance.
2. The “Attorney General” means the Office of the Iowa Attorney General.
3. “Iowa consumer” means any “person” as defined under Iowa Code § 714.16(1)(f) that (a) in the case of any natural person (or their personal representative), resides in Iowa, and (b) in the case of any entity is or was incorporated, formed, or registered in Iowa.
4. “Mailer solicitations” are mailers, whether physical or electronic, that request or direct the return of payment or information to Respondents.
5. Master Marketing Group, LLC (dba “GA Business Compliance”) has a principal place of business at 978 Maudlin Street, Atlanta, Georgia 30316.
6. “Respondents” as used herein shall mean Master Marketing Group, LLC, GA

Business Compliance, and Temper Thompson, as well as the company's and Mr. Thompson's employees, successors, principals, partners, affiliates, members, agents, representatives, subsidiaries, assigns, parent or controlling entities.

7. Temper Thompson is the sole owner of Master Marketing Group, LLC. At all times relevant to this Assurance, Temper Thompson exercised complete control over the activities of Master Marketing Group, LLC within and directed toward the state of Iowa.

ALLEGATIONS

8. Respondents defrauded 478 Iowa businesses and charities through the use of direct and deceptive mailers.

9. Respondents targeted newly formed Iowa businesses and charities by using publicly available information to send newly formed entities thousands of mailer solicitations designed to appear like government communications and invoices.

10. Through the mailer solicitations, Respondents offered to sell the Iowa businesses and charities "certificates of existence" the entities did not need.

11. When "certificates of existence" are in fact needed, Iowa businesses and charities can obtain them for only \$5.00 directly from the Iowa Secretary of State's website (<https://sos.iowa.gov>). But Respondents charged newly formed Iowa businesses and charities \$65.00 for each certificate. A copy of Respondents' mailer that the Attorney General alleges violates the CFA is attached to this Assurance as "Exhibit A."

12. The Attorney General alleges the Respondents' practices violated the CFA's prohibitions against deceptive and unfair conduct. Respondents deny the Attorney

General's allegations and deny they or (as applicable) their agents, owners, officers, directors, or employees are legally responsible for any conduct in violation of the CFA.

INJUNCTIVE TERMS AND REPRESENTATIONS

13. Respondents shall refrain, now and at all times in the future, from soliciting, offering or selling products or services in any way related to government documents, services, or compliance (a) to one or more Iowa consumers or (b) that are conducted in whole or in part from any location in the State of Iowa.

14. Respondents shall further refrain from sending mailer solicitations to Iowa residents or from any Iowa location.

15. Respondents shall not participate, directly or indirectly, in any activity to use, form or proceed as a separate entity, trust or corporation for the purpose of engaging in, or benefitting from, acts from within any Iowa location or directed at Iowa consumers that are prohibited by this Assurance, or for any other purpose that circumvents any part of this Assurance.

16. Respondents shall comply with all requests from the Attorney General for information relating to compliance with this Assurance.

17. Respondents have provided certain information to the Attorney General related to the Attorney General's investigation of this matter and the resolution of this matter via this Assurance. Respondents represent and warrant to the Attorney General that all such information provided to the Attorney General is complete and accurate. For purposes of this Assurance, such information includes, but is not limited to, a spreadsheet of Iowa consumers who paid Respondents for a certificate of existence, which includes the

name of the entity, its mailing or email address, the amount paid to Respondents, and the date of such payment and documentation of the refunds paid by Respondents to Iowa consumers who paid via credit card.

18. Respondents represent the total number of transactions involving Iowa consumers was 478, and the total amount of money paid by Iowa consumers to Respondents was \$29,838.00.

19. Respondents represent that Respondents have refunded \$23,078.00 to 376 of the 377 Iowa consumers who paid via credit card and provided the Attorney General with documentation of such refunds from the Respondents' credit card processor account. Respondents further represent that they were unable to refund one of the Iowa consumers who paid via credit card, because the credit card had been canceled.

20. Respondents agree that the Attorney General retains the right to reopen the matter resolved by this Assurance at any time if the Attorney General has reason to believe that any of the representations made by Respondents to the Attorney General in the course of the Attorney General's investigation and resolution of this matter were false or incomplete, including, but not limited to, the number of Iowa consumers who paid Respondents, the amounts paid by those Iowa consumers, and the refunds issued to consumers via credit card.

21. Respondents agree that any violation whatsoever by Respondents of any requirement of this Assurance, including, but not limited to, Respondents' representations to the Attorney General referenced in paragraphs 17-19 above, in addition to whatever other legal remedies may be available, (a) constitutes a violation of the CFA, and (b) each such

violation by Respondents of this Assurance gives rise to all of the remedies provided in the CFA.

MONETARY RELIEF

22. Respondents shall reimburse every Iowa consumer who purchased certificates of existence for their businesses and charities and were not previously refunded by the Respondents. Each Iowa consumer eligible for reimbursement is entitled to receive the full amount paid to Respondents.

23. To reimburse the Iowa Consumers that have not received a refund based on Respondents' representations, Respondents shall pay the Attorney General \$6,760.00 in the manner instructed by the Attorney General. The Attorney General shall send refunds directly to the Iowa consumers entitled to a refund under this Assurance.

24. Should any Iowa consumers entitled to refunds under this Assurance be identified after the date hereof, Respondents agree that they shall refund any such Iowa consumers under the terms of this Assurance.

25. In the event it is not possible or practicable for the Attorney General to reimburse specific Iowa consumers entitled to a refund, and after reasonable efforts to effectuate reimbursement, the Attorney General may deposit any remaining amount in the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

26. In addition to the Iowa consumer reimbursement provided herein, Respondents shall pay the Attorney General \$5,000.00 in the matter instructed by the Attorney General. Such sum shall be deposited in the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

OTHER PROVISIONS

27. Respondents and the Attorney General agree that nothing herein shall be interpreted to create any private right of action for consumers that would not otherwise exist, nor to diminish any rights or remedial options available to consumers that would otherwise exist except as necessary to prevent double recovery by an individual consumer. Nothing contained in this Assurance shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity or agency.

28. No party to this Assurance may assign its rights, interests or obligations hereunder to any other person (except by operation of law) without the prior written consent of each other party hereto.

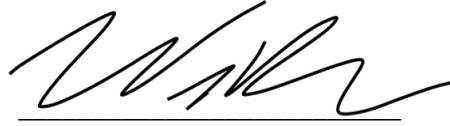
29. There are no third-party beneficiaries of this Assurance and nothing in this Assurance, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors and permitted assigns), any rights or relief.

30. The Attorney General's execution of this Assurance constitutes a settlement, and a release of the Respondents from any and all liability for conduct described in paragraphs 8-12 that (a) occurred prior to the final execution of this Assurance; and (b) would violate the CFA; provided that the Attorney General may seek to enforce violations of this Assurance and nothing in this Assurance deprives Respondents of any defense to a claim they have violated the CFA.

(Signature Pages Follow)

For the Iowa Attorney General:

Date: April 17, 2024

A handwritten signature in black ink, appearing to read 'W. R. Pearson', written over a horizontal line.

William R. Pearson
Assistant Iowa Attorney General