

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 9

DANE COUNTY

STATE OF WISCONSIN,

Plaintiff,

v.

Case Nos. 2013-CX-2 and 2A

THE MANDATORY POSTER
AGENCY, INC. and STEVEN J.
FATA,

HON. RICHARD G. NIESS

Defendants.

CONSENT JUDGMENT

Upon the agreement of the parties, the Court now enters judgment against the defendants, on the following terms:

Defendants shall pay the total sum of \$340,000, which amount is comprised of:

a) civil forfeitures and all applicable statutory surcharges, in the amount of \$156,500; and

b) restitution, costs and attorney's fees in the amount of \$183,500.

The breakdown of these sums is as follows:

FORFEITURES

The defendants shall pay the sum of \$156,500 to the Clerk of the Dane County Circuit Court within 30 days from the date of entry of this judgment for civil forfeitures and statutorily-imposed court surcharges. This payment shall be apportioned by the Clerk as follows:

(a) \$ 102,876.64 in civil forfeitures pursuant to Wis. Stat. § 100.26(4));

(b) a penalty surcharge of \$26,747.93 pursuant to Wis. Stat. § 757.05 (26 percent of forfeiture);

(c) a consumer protection surcharge of \$25,719.16 pursuant to Wis. Stat. sec. 100.261 (25 percent of forfeiture);

(d) a jail surcharge of \$1,028.77 pursuant to Wis. Stat. § 302.46 (1 percent of forfeiture);

(e) a crime laboratories and drug enforcement surcharge of \$13 pursuant to Wis. Stat. § 165.755;

(f) a court fee of \$25.00 pursuant to Wis. Stat. § 814.63;

(g) a court support services surcharge of \$68 pursuant to Wis. Stat. § 814.85; and

(h) a justice information system surcharge of \$21.50 pursuant to Wis. Stat. § 814.86.

RESTITUTION and COSTS

Defendants shall pay \$183,500 directly to the Wisconsin Department of Justice ("DOJ") within 30 days of the date of entry of this Judgment for

restitution to defendants' customers, and to reimburse the Department of Justice for its costs and attorney's fees in investigating and prosecuting this matter, including all costs associated with distributing restitution to consumers. Defendants shall simultaneously provide DOJ with a sortable Excel spreadsheet of all Wisconsin customers, including name and mailing address, and the amount and date of payment. The spreadsheet shall also indicate which customers have received refunds, and the amount and date of such refunds. Defendants shall cooperate with DOJ to facilitate the efficient implementation of the restitution distribution. The objective of the restitution program is to provide full refunds to every Wisconsin purchaser of Defendants' product.

The remainder of the payment to DOJ shall be used to reimburse DOJ for its costs and fees associated with this matter. If any residue remains after completion of the restitution and after all costs and fees have been reimbursed, such residue shall be deposited into the Consumer Fund at the Department of Justice to be used for consumer protection and law enforcement purposes.

PERMANENT INJUNCTION

Pursuant to Wis. Stat. § 100.18(11)(d), defendants are permanently enjoined from any and all violations of Wis. Stat. § 100.18(1). With respect to the defendants' corporate records business line, they are permanently enjoined as follows:

(1) Within thirty days of the date of entry of this judgment, Defendant Mandatory Poster Agency, Inc. shall register to do business as a foreign corporation with the Wisconsin Department of Financial Institutions.

(2) In all future solicitations, the defendants shall not claim, suggest, or imply, either by words or by layout and design, that a solicitation or advertisement is a government document or an official government form, or that it is sponsored by a government agency, if it is not.

(3) The envelope containing any solicitations sent by defendants shall state the following, in bold capitalized letters that are at least as large as any others on the envelope: "THIS IS NOT A GOVERNMENT DOCUMENT."

(4) The envelope containing any solicitations sent by defendants shall be printed with a return address, prominently displayed on the front of the envelope, that includes the name of the city and state where the business is physically located, currently Lansing, Michigan.

(5) The envelope containing any solicitation sent by defendants shall clearly and prominently state on the front side of the envelope that it contains an "Offer" or "Advertisement" or "Advertising Material," or "Solicitation."

(6) Neither the envelope containing any solicitation sent by defendants, nor the solicitation itself, shall use the phrases "time sensitive," "required statement," "respond immediately," "respond by: [date]," or equivalent phrases, unless there is a specific business purpose for including such phrases. Defendants may use the phrase "please respond by: [date]."

(7) In all future solicitations, defendants shall place prominently in the top half of the first page, the following statement: "This is an offer from [name of company]. [Name of company] is not a government agency or affiliated with any government agency nor does [name of company] have a contract with any government agency to perform this service."

(8) In all future solicitations, defendants shall place prominently near the top of the first page, an accurate description of the product or service that is being offered. For example, if the service is to prepare "Unanimous Consents" for corporations, then the solicitation shall explicitly use that phrase in the description of service. If the service is to prepare "Annual Minutes" for corporations, then the solicitation shall explicitly use that phrase in the description of service.

(9) In all future solicitations, defendants shall not reproduce any Wisconsin statute in a way that is misleading or deceptive, and shall only include the most current version of the Wisconsin statute in question.

(10) In all future solicitations, defendants shall not use the term "Important Annual Minutes Requirement Statement," on either the envelope containing such solicitation or the materials inside the envelope. However, the following language is acceptable: "Annual Corporate Records Solicitation," or "Annual Corporate Records Service," if in fact the service is to offer corporate records.

(11) In all future solicitations, defendants shall prominently display the name and address of the company offering the goods or services. The address

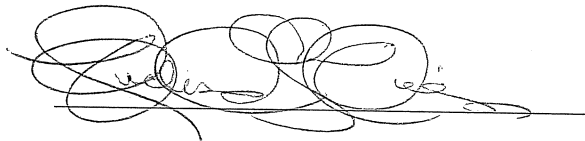
shall be that of the city and state where the company making the solicitation is physically located.

(12) Defendants agree to include a complete copy of their refund policy in any product purchased. The policy shall, at the very least, provide customers not less than ninety days from the date of purchase to contact defendants to obtain a full refund of the purchase price.

(13) Defendants agree to implement these obligations in good faith. Defendants shall provide a copy of the terms of this permanent injunction to all persons involved in the design of any of their future solicitations and the envelopes containing them.

Jurisdiction is retained by the Court for the purpose of enabling any party to request enforcement of the terms of this Consent Judgment as permitted by law.

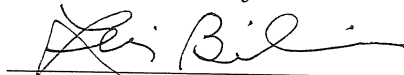
BY THE COURT:



RICHARD G. NIESS
Circuit Court Judge, Br. 9

Date: 9/4/13

Consented to by:



AAG Lewis W. Beilin
Counsel for State of Wisconsin



Attorney David R. Brake
Counsel for Defendants