

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:  
CASTLEBERRIE, INC. d/b/a  
FLORIDA CORPORATE HEADQUARTERS  
and RONNA GREEN,

AG Case No. L-06-3-1175

**ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, hereinafter referred to as the "DEPARTMENT," caused an inquiry to be made into the advertising and business practices of Castleberrie, Inc. d/b/a Florida Corporate Headquarters ("Headquarters"), and Ronna Green ("Green") (Collectively known as "Respondents"). Headquarters is a foreign corporation authorized to do business in Florida.

**A. Witnesseth**

WHEREAS, the DEPARTMENT, pursuant to its statutory authority, investigated the business practices of Headquarters since the DEPARTMENT was concerned about the advertising and marketing campaign used by Headquarters;

WHEREAS, the Respondents deny any liability or violation of law and by entering into this Agreement, make no admission of any kind, in law or fact;

WHEREAS, the DEPARTMENT, and the Respondents desire to conclude the investigation and reach an agreement that will fully and finally resolve the matters investigated and any and all claims by the DEPARTMENT against Respondents relating thereto;

WHEREAS, the DEPARTMENT, by and through the Attorney General and the undersigned Deputy Attorney General, agrees to accept this Agreement in termination of the investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the DEPARTMENT by said statute.

NOW THEREFORE, in consideration of the obligations contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the DEPARTMENT and the Respondents agree to the following:

**B. Stipulated Facts**

The parties, through their respective attorneys, make the following stipulations:

1. Headquarters is a California corporation with its corporate offices located at 18000 Studebaker Road, Suite 700, Cerritos, California 90703.
2. Headquarters advertises and markets its products throughout Florida, and markets Florida consumers.
3. This Agreement is made without trial or adjudication of fact or law and is being entered into for the sole purpose of resolving disputed claims without the necessity for protracted and expensive litigation. This Agreement does not constitute evidence or an admission of any issues of fact by Respondents or of any violation by Respondents of any provision of Florida law, including but not limited to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”).
4. This Agreement constitutes the full and final resolution between the DEPARTMENT and Respondent Green, Headquarters, its employees, future

successors, assigns and directors of all civil claims relating to Respondent's business practices regarding Florida residents that are the subject matter of this Agreement or that could have been included within the subject matter of this Agreement up to and including the Effective Date of this Agreement.

5. The corporate signatory hereto, Ronna Green, is the President of Headquarters, is authorized to sign this Agreement on behalf of that company, has read the Agreement, has agreed to entry of same on behalf of that company and has signed this agreement on behalf of that company.

6. The DEPARTMENT has jurisdiction in this matter under the FDUTPA.

7. This Agreement is subject to the provisions of § 501.207 of FDUTPA.

### **C. Definitions**

For purposes of this Agreement, the following definitions shall apply:

1. "Advertising" (including "advertisement" and "advertise") as used herein shall mean any message disseminated to the public or any segment thereof which promotes or is likely to promote directly or indirectly any good, merchandise, property, product, commodity, service, or any person; provided however, that "advertising" shall not include any statement Headquarters makes in response to a request from an independent media representative, when that media contact was not initiated by Headquarters, or any material Headquarters distributes to public officials, which material is not intended for distribution to

consumers. The term “advertising” includes messages conveyed visually, orally, or in writing:

a. in a newspaper, magazine, periodical, leaflet, flyer catalog, brochure, circular, on or in packaging; in facsimile material; in any direct mail literature, including but not limited to notices, envelopes, invoices and forms; in a telephone book or any other written, graphic, pictorial, illustrated or printed material;

b. on any recording, radio, television, video, computer, public address system, by a telephonic transmission, telex, facsimile or telecopier transmission or during any other transmission;

c. on an inside or outside sign or display;

d. in any point-of-sale literature, price tag, or sign;

e. during any in-person appearance or otherwise during any personal contact with the public or any segment thereof.

2. “Clearly and Conspicuously” shall mean that the required disclosure is in such size, color, contrast, location, duration, and audibility that it is readily noticeable and readable. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in a manner that is readily noticeable and readable, and it must not be obscured in any manner. An audio disclosure shall be delivered in a volume and cadence sufficient for a Consumer to hear it. In a print advertisement or promotional material directed to Consumers, the disclosure shall be in a type size and location sufficiently noticeable for a Consumer to read and notice it, in print that contrasts with the background against which it appears.

3. "Consumer" shall mean a Florida domestic corporation or an individual acting on behalf of such a corporation.

4. "Execution Date" shall mean the date this Agreement is fully executed by all parties.

5. "Headquarters" shall mean Castleberrie, Inc., a California Corporation d/b/a Florida Corporate Headquarters, and includes its current and former officers, employees, and also its future successors, assigns, subsidiaries, and wholly-owned entities.

#### **D. Injunctive Relief**

For purposes of settlement and to avoid the uncertainty of litigation, Respondents and the DEPARTMENT agree and Respondents voluntarily assure the DEPARTMENT that they will comply with the following provisions:

1. Respondents will not distribute advertising that appears to be from any governmental agency or that contains a State or United States seal. All Respondents' advertising materials shall clearly and conspicuously disclose that the consumer is dealing with Respondents, and not infer or imply that any governmental agency is involved.

2. Respondents will not use solicitation materials, including mailing envelopes or exterior of mailings, that include words or terms that have the tendency or capacity to mislead persons to whom the solicitation is directed to believe that the person or entity offering the good or service is a government agency or has a contract with a government agency to provide the good or service; including but not limited to:

- a. Use of the words “government information” or “official business;”
  - b. Symbols such as the outline of a state of the United States of America or outline of the United States of America, or any government building.
  - c. Use of names of departments that are non-existent or do not represent actual entities, divisions, or departments;
  - d. Use of the term “confidential” on the outside of the envelope as an inducement for a consumer to open the envelope.
  - e. Referring to documents as delivered by registered mail, express mail, express mail, special delivery, or any other form of mail or delivery other than by the rate that actually applies, such as bulk rate or first class mail;
  - f. Use of “notice number”, “audit number” or “notification number” or any similar identifiers in any communication relating to the advertised good or service unless such identifier is in fact employed by Headquarters for a specific individual;
  - g. Not represent that an advertisement or offer requires an immediate response unless it does.
  - h. Not represent that a failure to respond, or a delay in responding, to an advertisement or offer may result in personal liability or other negative consequences, legal or otherwise.
3. Headquarters and its representatives, agents, employees, or any other person, who acts under, by, through, or on behalf of this organization, directly or indirectly, or through any corporate or other device, shall hereby

comply with and have actual knowledge Chapter 501, Part II, the Florida Unfair and Deceptive Trade Practices Act.

4. Respondents shall not list the Tallahassee address as a suite, unless they physically have a suite here. If there is a Postal mail box, or a drop box, or a mail forwarding box, that fact shall be shown in the address, e.g. Florida Corporate Headquarters, 1700 N. Monroe Street, Suite 11, Postal Mail Box 172, Tallahassee, Florida 32303.

5. Respondents shall not misstate Florida law. They shall not claim that corporate minutes have to be kept in written form. They shall not claim that directors and officers can be personally liable for a failure to keep corporate minutes.

6. Respondents shall not imply that there is a late fee for the failure to timely file minutes.

7. Respondents shall not solicit on a form that has the overall appearance of an official Florida Department of State form or any State of Florida official document.

#### **E. Effective Date of Agreement**

1. Unless otherwise stated, the provisions of this Agreement shall become effective on the Effective Date which is defined to be the date on which the document is signed by the Office of the Attorney General.

#### **F. General Provisions**

1. Respondents shall not represent, directly or by implication, that the Department has approved any of their business practices.

2. This Agreement shall be governed by § 501.207 of the FDUTPA. It is further understood that, pursuant to § 501.207(6) of the FDUTPA, unless this Agreement is rescinded by agreement of the parties or voided by a Court for good cause, subsequent failure to comply with the terms of this Agreement is prima facie evidence of a violation of the FDUTPA.

3. To the extent that the provisions of this Agreement conflict with any Florida, local or federal law that now exists, or is later enacted or amended, such law and not this Agreement shall apply where such conflict exists. For the purposes of this Agreement, a conflict exists if conduct prohibited by this Agreement is required or expressly permitted by such Florida, local or federal law, or if conduct required by this Agreement is prohibited by such Florida, local or federal law.

4. This Agreement shall be binding upon Green, Headquarters, and its subsidiaries, future successors, and assigns. If Headquarters merges with any other business entity or sells, assigns, or otherwise transfers substantially all of its assets to any other business entity, it shall provide reasonable prior notice of this Agreement to the surviving corporation or the purchaser, assignee, or transferee and its binding effect upon the surviving corporation, purchaser, assignee, or transferee.

5. This Agreement shall not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of Respondents. By entering into this Agreement, Respondents do not agree or concede that the claims or allegations which have or could have been asserted by the Department have

merit. The parties acknowledge that there has been no finding of liability of any kind and that this Agreement is being entered into to avoid the expense and length of further legal proceedings, taking into account the uncertainty and risk inherent in any litigation. The Attorney General, acting on his own behalf and on behalf of the general public, is willing to accept this Agreement in lieu of instituting a statutory action. Nothing in this Agreement, including this paragraph, shall be construed to limit or to restrict Respondents' right to use this Agreement to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defenses in any pending or future legal or administrative action or proceeding brought by the Department pursuant to Chapter 501, Part II.

6. The parties agree that this Agreement constitutes a complete resolution and settlement of all issues and matters relating to or are the subject matter investigated pursuant to Chapter 501, Part II. The Department hereby releases, acquits, and forever discharges Respondents, predecessor corporations, all of its successors and assigns and each of its past or present directors, officers or employees, agents or shareholders, from any and all actions, causes of action, obligations, liabilities, claims or demands for compensatory, special, punitive, exemplary, or treble damages, civil penalties, claims for relief, or demands whatsoever that the Department could bring pursuant to Chapter 501, Part II, based upon, arising out of, or connected with, directly or indirectly, the matters investigated.

## **G. Consumer Restitution**

1. All consumers who sent Headquarters a check will receive their money back. Headquarters has not received nor cashed any checks which were sent to its Tallahassee address. All the checks are in the possession of the Department and will be sent back to the Florida corporations that sent them.

The parties agree that the envelopes will be opened for processing. The consumers will also receive a letter from the Department explaining what happened to their mail, and returning their check. A copy of this letter is attached as Exhibit A. This letter will be mailed out within 14 days of the Effective date. Should these consumers desire a set of minutes from Headquarters, they may order such a set.

The Department will send the checks back to the consumers and the cost will be borne by Headquarters. The Department will provide a list to Headquarters of the corporations that received a return of their checks.

3. All consumers who sent Headquarters a check for their Florida annual report shall likewise receive their check back. The Department will explain to these consumers explaining that the fees for an annual report need to be submitted directly to the Secretary of State's office. This explanation will be included as a paragraph in Exhibit B.

4. If the Department receives any of the above letters containing checks back as nondeliverable, it will attempt to find the correct current address of the corporation, and forward the letters accordingly.

5. All expenses of mailing for all categories of consumers shall be borne by Headquarters.

6. Other than the letters and materials described above, no other materials shall be sent to the consumers in the described mailings.

**H. Fees and Costs**

Upon signing this Agreement Headquarters shall pay one thousand dollars (\$1,000) in fees and costs of this investigation

These sums shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payment to the Legal Affairs Revolving Trust Fund shall be made by check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Eric B. Tilton, Senior Assistant Attorney General, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

IN WITNESS WHEREOF, the Respondent Corporation has caused this Agreement to be executed by Ronna Green as its President, as a true act and deed, in \_\_\_\_\_ County, California, this \_\_\_\_\_ day of November, 2006.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of Castleberrie, Inc., d/b/a Florida Corporate Headquarters, and that by my signature I am binding this corporation to this Agreement.

By: \_\_\_\_\_  
Ronna Green, President

By: \_\_\_\_\_  
Ronna Green, Individually

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
ERIC B. TILTON  
Senior Assistant Attorney General  
Office of the Attorney General  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2006

By: \_\_\_\_\_  
Deputy Attorney General  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
(850) 487-1963

## **EXHIBIT A**

1. Letter from the Attorney General's office regarding refunds.