

**STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**

IN THE MATTER OF:

**JURIS PUBLISHING, INC., and
JURISNET, LLC**

CASE NO. L14-3-1044

ASSURANCE OF VOLUNTARY COMPLIANCE

A. INTRODUCTION

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the **STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL**, hereinafter referred to as the "OAG," caused an inquiry to be made into the advertising and business practices of **JURIS PUBLISHING, INC., and JURISNET, LLC**, collectively referred to herein as "Juris."

IT APPEARS that Juris is prepared to enter into this Assurance of Voluntary Compliance, ("AVC") without any admission that it has violated the law and for the purpose of resolution of this matter only, and the Associate Deputy Attorney General, by and through the undersigned Senior Assistant Attorney General, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes (2015) and by virtue of the authority vested in the

OAG by said statute. Accordingly, the OAG, and Juris, hereby agree to the following:

B. STIPULATED FACTS

1. Juris Publishing, Inc., is a New York Corporation, with a principal business address of 71 New Street, Huntington, New York 11743.
2. JurisNet, LLC is a New York limited liability company and an affiliate of Juris with a principal business address of 71 New Street, Huntington, New York 11743.
3. Juris publishes, markets, sells and distributes treatises, journals, books, and other products in print, electronically, and on Compact Disc, (collectively hereinafter referred to as "Publications"). Juris markets, advertises, and sells Publications to lawyers, accountants, law firms, libraries, government agencies, and other businesses in Florida and nationwide.
4. Some of Juris' Publications are updated periodically to reflect new developments and some of Juris' Publications are sold in a Negative Option Plan, defined in paragraph 17, herein. In these Negative Option Plans, after the initial Publication is sent or otherwise made available, Juris provides additional goods to Consumers that are related to the initial purchase. These goods are included in the term "Publications" as used herein, are typically

supplements, updates to, or new editions of the initial purchase and typically are distributed automatically as they are released.

5. Juris advertises its Publications in Florida through direct mail solicitations, catalogs and print advertising, by email, on the internet and through other electronic means. Juris does not conduct outbound telemarketing and does not engage third party telemarketers, but a small percentage of its sales result from customers who call Juris to order initial purchases of Publications.
6. Juris bills Consumers for Publications in Negative Option Plans other than initial purchases at or near the time they are sent.
7. The OAG conducted an investigation of Juris under the authority of Chapter 501, Part II, Florida Statutes, in connection with its advertising, promoting, offering for sale, selling, distributing and providing of Publications to Consumers through the use of Negative Option Plans, billing for Publications, and the mailing or delivery of and billing for Unordered Merchandise, as set forth herein.
8. Juris denies having violated the law of Florida or of any other jurisdiction.

C. DEFINITIONS

9. As used herein, these terms are defined as follows:
 - a. "Advertising" (including "Advertisement"), when used as a noun herein, means any message disseminated to the public or any segment

thereof, by or on behalf of Juris, which promotes or is likely to promote directly or indirectly any good, merchandise, property, product, commodity, or any person. The term “Advertising” includes messages conveyed visually, orally, or in writing:

- i. 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, invoices and forms; or in any other written, graphic, pictorial, illustrated or printed material;
- ii. on any recording, radio, television, video, computer, software, by a telephonic transmission, facsimile or telecopier transmission, through the internet, email or other electronic transmission or during any other transmission; or
- iii. during any in-person transaction or otherwise during any personal contact, including telephone contact, with the public or any segment thereof.

10. “[A]dvertising” (including “Advertises”) when used as a verb herein, means to disseminate or distribute “Advertising” as defined in paragraph 9.

11. “Automatic Shipment” means a shipment of a Publication pursuant to a Continuity Plan after the initial Publication is sent.

12. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that a statement, representation, claim, or term being conveyed is readily noticeable and reasonably understandable to the person(s) to whom it is directed. The following, without limitation, shall be considered in determining whether a statement, claim, term, or representation is Clear and Conspicuous:

- a. whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other terms, representations, claims, or statements being conveyed;
- b. whether it is in close proximity to the statement, representation, claim, or term it clarifies, modifies, or explains, or to which it otherwise relates;
- c. whether it is contradictory to any representation, statement, claim, or term it purports to clarify, modify, or explain, or is otherwise contradictory or confusing in relation to any other term, statement, claim, or representation being conveyed;
- d. whether abbreviations are used, and if so, whether they are clearly defined or commonly understood by the public or approved by federal or state law;
- e. whether it is legible;

- f. whether it is of sufficient prominence in terms of print, size, placement, color, and contrast, as compared with accompanying statements, claims, terms, or representations, so as to be readily noticeable by the person(s) to whom it is directed;
- g. whether, if in association with a Negative Option Plan as defined herein, the terms and conditions of the Negative Option Plan are segregated from other terms and conditions of the offer;
- h. whether, if it is oral, it is at a decibel level equal to the highest decibel level used and is at a speed equal to or slower than any other statement, claim, representation, or term conveyed so as to be readily noticeable and reasonably understandable to the person(s) to whom it is intended to be made;
- i. whether it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;
- j. whether the language and terms used are commonly understood by persons to whom they are intended to be made in the context in which they are used;

13. “Consumer” means a consumer as defined in §501.203(7), Florida Statutes (2015), who resides in Florida. In instances in which a “Consumer” refers

to a past or current customer of Juris, "Consumer" means a customer of Juris who provided a Florida address for billing.

14. "Effective Date" means the date of execution of this Assurance of Voluntary Compliance by the last signatory hereto.

15. "Express Informed Consent" means an affirmative act or acknowledgement (whether verbal or in writing) that is clear and unambiguous evidence of a Consumer's acceptance of the terms of a Negative Option Plan following disclosure of the terms in the manner consistent with this AVC. In order to be unambiguous, the act of consent must clearly apply to the Negative Option Plan's terms, so that Consumers of the Publications will reasonably understand that they are accepting enrollment in a Negative Option Plan and its terms, and not some other offer or other terms of the offer.

16. "Form," in referring to Prenotification Negative Option Plans, means a form that a Consumer returns to Juris or its designees by email, first class mail, or another electronic or tangible method to instruct it not to send the next selection in the Plan.

17. "Negative Option" means in an offer to sell or provide 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 acceptance of the offer.

18.A “Negative Option Plan” means a plan or an arrangement that includes a Negative Option provision. Negative Option Plans as used herein include, but are not limited to, the following:

- a. “Prenotification Negative Option Plan” as defined in the Federal Trade Commission Rule on the Use of Prenotification Negative Option Plans by Sellers in Commerce, 16 C.F.R. § 425.1, as a contractual plan or arrangement under which a seller periodically sends to subscribers an announcement which identifies merchandise (other than annual supplements to previously acquired merchandise) it proposes to send to subscribers to such plan, and the subscribers thereafter receive and are billed for the merchandise identified in each such announcement, unless by a date or within a time specified by the seller with respect to each such announcement the subscribers, in conformity with the provisions of such instruct the seller not to send the identified merchandise.
- b. a “Continuity Plan” as used herein is a plan pursuant to which a Consumer agrees in advance to receive periodic shipments or transmittals of Publications (for which the Consumer may incur a payment obligation) until the Consumer cancels the plan in an agreed manner.

c. an “Automatic Renewal Subscription” as used herein means a plan pursuant to which a Consumer agrees in advance to receive automatic periodic renewals of Subscriptions without further action on the part of the Consumer, and the Consumer is sent a bill, or the Consumer’s credit card is charged, unless the Consumer cancels the Subscription in an agreed manner.

d. a “Trial Conversion Offer” as used herein means an offer to provide a trial period of a Publication to a Consumer where, as a result of accepting the trial period, the Consumer is billed for the Publication and sometimes enrolled in another Negative Option Plan as described in subsections a-c unless the Consumer cancels or returns the Publication within a specified period of time or takes some other specified action to cancel further participation.

19. “Mailing Date” refers to the time specified by Juris as the time by or within which a Form must be mailed by a Consumer to prevent shipment of the next selection in a Prenotification Negative Option Plan.

20. “Matters Investigated” means those matters specified in paragraph 7.

21. “Offer Terms” means the terms of a Negative Option Plan, as set forth in paragraphs 33 and 34.

22. "Promotional Material," means Advertising containing or accompanying any order form or ordering device which a Consumer must send to accept (or enroll in) a Negative Option Plan. The term "Promotional Material" shall not include general Advertising that does not contain or accompany any such order form or ordering device which a Consumer may send to accept (or enroll in) a Negative Option Plan.
23. "Publication" has the meaning subscribed to it in Paragraph 3.
24. "Relevant Time Period" means a four year period starting four years prior to the Effective Date and ending on the Effective Date.
25. "Representing" (including "represent") means stating, orally or in writing, directly or by implication, by affirmative statements or material omissions.
26. "Return Date" as used herein refers to the date under a Prenotification Negative Option Plan by which the Form must be received by Juris or its designees to prevent shipment of a selection.
27. "Subscription" means an arrangement whereby a Consumer pays a flat fee (either in one payment or installments) for a Publication, and in exchange receives the Publication, including all issues, updates, supplements or new editions if applicable, for a specified time period.
28. "Unordered Merchandise" means Publications sent to a Consumer without the prior expressed request or consent of the Consumer.

D. AGREEMENT OF COMPLIANCE

29. Except as otherwise expressly stated herein, this Assurance of Voluntary Compliance applies only to Juris' advertising, promoting, offering for sale, selling, distributing, providing, and billing of Publications in Florida, as well as to the same activities by Juris' future successors and assigns of all or substantially all of its assets or business. Juris shall provide a copy of this Assurance to all such successor and assigns and to any other person with whom Juris enters into an agreement with a third party through which Juris sells or transfers accounts that at the time of the sale are subject to Negative Option Plans, if such Plans survive after the sale or transfer.
30. Juris will not enter into or seek to enter into any new Negative Option Plans for Publications with Florida Consumers, unless Juris provides all appropriate disclosures in paragraphs 33 and 34 herein for such Negative Option Plans and Juris obtains the Consumers' Express Informed Consent to participate in such Plans.
31. Juris, in the course and conduct of the business of advertising, promoting, selling, distributing, and billing of Publications, shall comply with 39 U.S.C. §3009, relating to the sale of Unordered Merchandise. Specifically, 39 U.S.C. §3009 prohibits an entity from:

- a. sending merchandise to Consumers without the prior expressed request or consent of the recipient, unless the merchandise is Clearly and Conspicuously marked as a free sample and has attached to it a Clear and Conspicuous statement that the recipient may treat the merchandise as a gift and may retain, use, discard, or dispose of it in any manner without any obligation whatsoever; or,
- b. sending any Consumer, as the recipient of Unordered Merchandise, a bill or dunning communication.

32. Juris, in the course and conduct of its selling, distributing or billing Publications to Consumers, shall not represent that a Consumer, as recipient of Unordered Merchandise is required, or otherwise obligated, to pay for the Unordered Merchandise or to return it.

33. Juris, in the course and conduct of the business of advertising, selling, distributing, and billing Publications to Consumers in a Prenotification Negative Option Plan, shall:

- a. Clearly and Conspicuously disclose in Promotional Material, oral offers by Juris and in order devices or other documents (other than an email initiated by a Consumer to order a Publication) by which a Consumer accepts or is enrolled in a Prenotification Negative Option Plan:

- i. that by ordering or purchasing a Publication offered in the Promotional Material, the Consumer will be enrolled in a Plan in which specified types of Publications will automatically be sent to the Consumer; that the Consumer will receive an announcement prior to each shipment of the Publication and the manner in which the announcement will be made; and providing the Consumer will have the option of receiving an announcement by first class mail or by email, or by some other form of notice;
- ii. that the Consumer must return a Form provided with the announcement or, at the Consumer's option, contact Juris as instructed in the announcement if the Consumer does not wish to receive and be billed for the next Publication in the Prenotification Negative Option Plan;
- iii. that if the Consumer does not notify Juris not to send the selection, Juris will send the next Publication and bill the Consumer for it;
- iv. that the Consumer will be provided with at least ten days in which to mail or otherwise send the Form contained in or

accompanying the announcement identifying the Publication, or to otherwise notify Juris as instructed in the announcement;

- v. the expected frequency with which the announcements and Forms will be sent to the Consumer and the expected maximum number of announcements and Forms which will be sent during a calendar year, or if the expected frequency or maximum number of shipments is not known, a statement identifying the event that will trigger a shipment or distribution, e.g., “when legislative changes dictate;”
- vi. whether billing charges will include an amount for postage or handling;
- vii. the right of a Consumer to cancel participation in the Plan at any time; and
- viii. a disclosure that Juris will accept the return of any Publication sent to a Consumer, and guarantee to the Postal Service or the Consumer postage to return such Publications to Juris when the announcement and Form are not received by the Consumer in time to afford the Consumer at least ten days in which to mail or to otherwise send the Form to Juris.

- b. prior to sending a Publication, provide notice to the Consumer in the manner the Consumer has elected to receive communications:
- i. either at least 20 days prior to the Return Date; or
 - ii. at least 15 days prior to the Mailing Date, or
 - iii. in sufficient time to provide a Mailing Date at least ten days after receipt by the recipient; provided however that the recipient must have at least ten days in which to mail or otherwise send the Form to Juris;
 - iv. an announcement identifying the Publication Juris intends to send to the Consumer; and
 - v. a Form contained in or accompanying the announcement, Clearly and Conspicuously disclosing that the Consumer will receive the Publication identified in the announcement unless the Consumer instructs Juris that the Consumer does not want the Publication, designating a procedure by which the Form may be used for the purpose of enabling the Consumer to so instruct Juris, and specifying either the Return Date or the Mailing Date, together with a postage paid envelope in which to return the Form or an email address or website address where the Consumer can return the Form to Juris by electronic means.

34. Juris, in the conduct of the business of advertising, selling, distributing and billing Publications to Consumers under a Negative Option Plan, other than a Prenotification Negative Option Plan, shall:

a. Clearly and Conspicuously disclose in Promotional Material, oral offers by Juris and in order devices or other documents (other than an email initiated by a Consumer to order a Publication) by which a Consumer accepts or is enrolled in a Continuity Plan:

- i. that by agreeing to purchase a Publication subject to a Continuity Plan (however denominated, e.g., standing order, supplementation plan, subscription), the Consumer will receive shipments of Publications automatically, and will be billed or charged for such Publications, and for shipping and handling charges if applicable, until the Consumer cancels;
- ii. if a Consumer's bank account is to be debited or credit card charged, the event that will trigger the debit or charge.

b. Clearly and Conspicuously disclose in Promotional Material, oral offers by Juris and in order devices or other documents (other than an email initiated by a Consumer to order a Publication) by which a Consumer accepts or is enrolled in an Automatic Renewal Subscription:

- i. that by agreeing to the Automatic Renewal Subscription, the Consumer's Subscription will be automatically renewed at the end of the first Subscription period and each Subscription period thereafter, unless the Consumer cancels;
 - ii. that the Consumer will be billed or the Consumer's bank account debited or credit card charged, as applicable, for the renewal and for shipping and handling charges, if applicable, at the time of renewal.
- c. Clearly and Conspicuously disclose in Promotional Material, oral offers by Juris and in order devices or other documents (other than an email initiated by a Consumer to order a Publication) by which a Consumer accepts or is enrolled in a Trial Conversion Offer:
 - i. the length of the trial period;
 - ii. the action that the Consumer must take in order not to be billed for a Publication under the Trial Conversion Offer, e.g., contacting Juris to cancel or returning the Publication;
 - iii. if true, that if the Consumer does not cancel or return the Publication by the end of the trial period, whichever is applicable, the Consumer will be billed or the Consumer's bank

account or credit card debited or charged, as applicable, for Publications shipped under the Trial Conversion Offer; and

iv. if true, that a Consumer who accepts a Trial Conversion Offer or who does not return or who pays for the Publication under a Trial Conversion Offer will be enrolled in another Negative Option Plan and the terms and conditions of such Plan, disclosed as required herein.

d. Clearly and Conspicuously disclose, in Promotional Material and in oral offers by Juris, and in, or in close proximity to, a separable order device if one is included in the offer, that if an offer is accepted, the acceptance will result in Juris enrolling a Consumer in a Negative Option Plan, along with all material terms and conditions of the Negative Option Plan, including the following, if applicable:

i. for Continuity Plans, the expected maximum number of Publications that will be shipped and the expected frequency of shipments for which the Consumer will be billed during any year or calendar year; provided that when the shipment may not occur within one year from the time of enrollment in the Negative Option Plan, the time period within which the shipment will take place, e.g. “about every two years” or, if the

time period is not known, a statement identifying the event that will trigger the next shipment, e.g., “when legislative changes dictate;” or “when each next edition is published.” For online or other electronic offers, this provision may be satisfied by providing a hyperlink to a webpage containing the required information, provided that the link is properly labeled to indicate the information to which the Consumer will be directed by clicking on the link.

- ii. for Publications shipped in a Continuity Plan or Automatic Renewal Subscription, whether each shipment after the original shipment will include a charge for shipping and handling (if applicable), the cost to the Consumer for shipping and handling, or if such cost is not known, the basis or methodology (e.g. “based upon Publication weight and Consumer’s location”) used in determining the cost to the Consumer of shipping and handling, whether the Consumer is responsible for payment of return shipping of the Publication; that the Consumer will be billed or their account charged at the then current price for the Publication; and, for Automatic Renewal Subscriptions, that the price may increase.

- iii. for Publications provided in Trial Conversion Offers, the event that will trigger the trial period;
- iv. a description of the Publications that will be shipped in the Negative Option Plan sufficient to inform the Consumer so that the Consumer would be notified of the original Publication to be received and the specific type of Publications that will be subsequently shipped under the Negative Option Plan.
- v. any obligation assumed by the Consumer to purchase a minimum number of Publications;
- vi. the billing procedure to be employed;
- vii. whether the Consumer has a right to return or reject Publications provided under the Negative Option Plan, and if so, the procedure to be used by the Consumer in order to do so; and for Automatic Renewal Subscriptions, whether the terms of the Plan affect the applicable return policy for the type of Subscription involved; and
- viii. a description of the terms and conditions under which, and the procedures by which, a Consumer may cancel participation in the Negative Option Plan, including an email address, web

address, or toll-free telephone number that may be used by the Consumer to cancel.

35. Subject to compliance with the applicable terms of this AVC, Juris may determine in its sole discretion (i) whether to offer any Publication(s) to a Consumer pursuant to a Negative Option Plan, (ii) whether any particular Publication(s) will be sold to Consumers exclusively pursuant to a Negative Option Plan or (iii) whether to offer the Consumer the choice to purchase any Publication(s) pursuant to a Negative Option Plan or if the Consumer chooses not to, without any Negative Option Plan associated with such Publication.

36. Juris, in the course and conduct of selling Publications to Consumers under a Negative Option Plan shall obtain the Consumer's Express Informed Consent to enroll in the Negative Option Plan on the Offer Terms required to be disclosed under the terms of this AVC, before enrolling the Consumer in the Negative Option Plan, sending or delivering any such Publications, or billing or charging a Consumer for such Publications.

37. Juris, in the course and conduct of the business of selling Publications to Consumers, shall obtain the Consumer's Express Informed Consent in the following manner:

- a. in writing;

- b. electronically; or
- c. orally.

38. Juris, in the course and conduct of the business of selling Publications to Consumers on the internet or through other electronic means, if such Publications are offered in or through a Negative Option Plan, in addition to the requirements set forth in paragraphs 33-36 herein, shall:

- a. Clearly and Conspicuously disclose the Offer Terms as applicable to the Negative Option Plan offered, on the same web page, and in close proximity to and above the mechanism used by the Consumer to enroll in the Negative Option Plan, and before billing information is obtained from the Consumer;
- b. provide a mechanism to be used by the Consumer to accept enrollment in a Negative Option Plan that is labeled to clearly indicate that by using the mechanism the Consumer is enrolling in the Negative Option Plan;
- c. disclose the Offer Terms of the Negative Option Plan separately from the other terms and conditions of the offer without requiring that the Consumer scroll, or link to another page or pop-up, unless the page or pop-up is unavoidable by the Consumer, with respect to the terms and conditions of the Negative Option Plan; and,

- d. provide separate mechanisms for the Consumer to enroll in a Negative Option Plan and the Consumer's placement or submission of the Publication order.

39. Juris shall disclose the Offer Terms as to each Negative Option Plan in separate and distinct paragraphs or oral disclosures separate and apart from the other terms and conditions of the offer and shall obtain Express Informed Consent for each Negative Option Plan separate and apart from consent to other terms and conditions of the offer.

40. Juris shall not send to Consumers in a Negative Option Plan a Publication in the Plan and request payment for such Publication unless the Offer Terms Clearly and Conspicuously disclosed that the Publication, or the specific type of Publication, was included in the plan, and the Consumer gave Express Informed Consent to enrollment in the Negative Option Plan.

41. Juris shall not use pre-checked boxes to imply the Consumer's acceptance of one or more terms of a Negative Option Plan or enrollment in the Plan, nor shall Juris use the Consumer's failure to check a box or to take some other affirmative action, as acceptance. Juris can require a Consumer to take an affirmative action in order to accept the terms of a Negative Option Plan by checking a box. Juris may also provide boxes so that Consumers can affirmatively elect whether to reject or accept enrollment in a Negative

Option Plan, so long as the Consumer must either accept or reject enrollment in the Plan before concluding the transaction.

42. Juris, in the course and conduct of selling Automatic Renewal Subscriptions shall send to any Consumer who provided Express Informed Consent to enrolling a Publication in an Automatic Renewal Subscription in which the renewal period is one year or longer, at least 30 but no longer than 120 days prior to the renewal, a notice, by first class mail, or email or other form of communication chosen by the Consumer, stating Clearly and Conspicuously: (i) that the Consumer will be billed, the Consumer's debit or credit card charged, or bank account will be debited for an automatic renewal; (ii) that the Subscription will be renewed; (iii) the cost of the renewal; (iv) one or more means to cancel the renewal; (v) the date of the renewal or the date the current Subscription expires; and (vi) the date the cancellation of the Subscription renewal must be received by Juris in order for the Consumer to avoid becoming obligated to pay for the Subscription renewal or being charged for renewal of the Subscription, as applicable.

43. Juris shall Clearly and Conspicuously disclose a customer service phone number, email address or other similar method of communicating with Juris' customer service on all correspondence to Consumers (including written

notices, announcements and invoices, and on its web-site) relating to Publications offered under Negative Option Plans.

44. Juris, in the course and conduct of its business of offering for sale, selling, distributing and billing of Publications to Consumers under Negative Option Plans, or as Unordered Merchandise, shall not, in any bills, statements, invoices, notices, letters, or dunning communications:

- a. Unless a Consumer has given Express Informed Consent to a Negative Option Plan for a Publication, represent that the Publication will be placed in a standing order or in any Negative Option Plan unless the Consumer notifies Juris otherwise;
- b. deceptively represent that a Consumer owes money;
- c. deceptively represent that the Consumer agreed to pay for a Publication;
- d. deceptively represent that the Consumer has an obligation to pay for a Publication; or,
- e. deceptively represent that the Consumer has not met an obligation to pay for a Publication;

provided that it is understood that in the ordinary course of business there may be a time lag between a Consumer's communication to Juris and Juris' implementation of a Consumer's request with regard to a

Publication and that any such representation by Juris during the time lag is not deemed to be deceptive.

45. Juris, in the course and conduct of its business of advertising, offering for sale, selling, distributing and billing of Publications under Negative Option Plans to Consumers or in any advertising, bills, statements, invoices, notices, letters or dunning communications related to Negative Option Plans, shall not:

- a. deceptively represent any material term or condition of a Negative Option Plan;
- b. deceptively represent risks or obligations, or the absence of risk or obligations, attendant to the acceptance of an offer relating to the terms of the Negative Option Plan;
- c. deceptively represent that a Consumer has agreed to be enrolled in a Negative Option Plan.

46. For a period of four years after the Effective Date of this AVC, Juris shall send a confirming email to any Consumer, within two business days following the conclusion of the sale of a Publication with a Negative Option Plan made as a result of a telephone or an online order, Clearly and Conspicuously disclosing:

- a. that the Consumer enrolled in a Negative Option Plan whereby the Consumer will receive Automatic Shipments of the specified Publication under a Continuity Plan or will have a Subscription automatically renewed under an Automatic Renewal Subscription, whichever is applicable;
- b. that if the Consumer did not intend to enroll in a Negative Option Plan, the Consumer should contact Juris's customer service; and
- c. all Offer Terms of the Negative Option Plan;
- d. provided that, if a Consumer, after being requested by Juris, does not provide an email address, the provisions contained in this paragraph 46 shall not apply.

47. In accordance with Section 817.061(1), Florida Statutes (2015), Juris shall not solicit the payment of money by means of a statement or invoice, or any writing that would reasonably be interpreted as a statement or invoice, for Publications not yet ordered, unless there appears on the face of the statement or invoice or writing in 30 point bold-faced type the following warning: "This is a solicitation for the order of [Publication] and you are under no obligation to make payment unless you accept the offer contained herein."

E. CONSUMER PRACTICES AND REFUNDS

48. Juris shall send by first class mail, within 60 days of the Effective Date of this AVC, the notice attached hereto as Exhibit A - Refund/Return Offer for Standing Order Supplements, New Editions and or Subscription Publications, together with a refund request form attached hereto as Exhibit B -Refund/Return Claim Form and Exhibit C – Products to Return and Receive a Refund, to each Consumer who: (a) during the Relevant Time Period was automatically shipped and paid for (i) the Consumer's first update, supplement or new edition of a Publication as a result of having been treated by Juris as having enrolled in a Prenotification Negative Option Plan, Continuity Plan, or Trial Conversion Offer, or (ii) an update, supplement or new edition of a Publication sent to the Consumer as a result of the Asset Purchase Agreement with Matthew Bender & Co., Inc.; and (iii) was not later credited or refunded in full for such Publication; or (b) was automatically renewed and paid for: (i) any Consumer's first automatic renewal of a Subscription as a result of having been treated by Juris as having enrolled in an Automatic Renewal Subscription; or (ii) was automatically renewed as a result of the Asset Purchase Agreement with Matthew Bender & Co., Inc. The notice shall list all Publications for which the Consumer paid for an update, supplement or new edition of such Publication during the Relevant

Time Period as a result of having been treated by Juris as having enrolled in a Prenotification Negative Option Plan, Continuity Plan, or Trial Conversion Offer, and Publications automatically renewed and paid for by the Consumer during the Relevant Time Period. The notice shall include an offer to refund all sums paid for shipments during the Relevant Time Period and for all automatic renewals pursuant to Publications referenced in the notice, and the original shipping charges if paid by the Consumer. The notice and refund request form shall instruct the Consumer to return the refund request form attached as Exhibit B to Juris. Upon receipt of the claim form, Juris shall mail a pre-addressed, postage paid label with a cover letter attached as Exhibit I for the Consumer to return the last tangible update, supplement or new edition of each Publication for which a refund is sought and the last tangible update, supplement or new edition of each Subscription renewal in which Publications were shipped; provided that if the Publication is a newsletter, journal or magazine the Consumer shall not be required to return the latest issue to receive a refund. All collection efforts related to Publications subject to refund under this paragraph shall cease.

49.If the Consumer does not request a refund for a specific Publication pursuant to a notice provided for in paragraph 48, then that Publication will continue to remain enrolled in the applicable Negative Option Plan, and Juris will not

be deemed in non-compliance with this AVC for retaining such Publications in the applicable Negative Option Plan. Further, during the 60 day period provided in paragraph 48, Juris will not be deemed in non-compliance with the requirements of this AVC with respect to each Consumer to whom Juris has provided, or will provide within such 60 day period, the notices required under this paragraph but only with respect to the specific Publications detailed in such notice.

50. Juris shall mail the notice and refund request form described in paragraph 48 in an envelope identical to Exhibit D to this AVC. The phrase “Attention: Notice of Refund Offer Enclosed” shall be in red and in 14 point or larger typeface. All other print on the envelope shall be in black.

51. Juris shall issue a refund consisting of the amount paid for the Automatic Shipments, or automatic renewal of Subscriptions for Publications referenced in the notice, including any tax and shipping and handling charges paid by the Consumer in connection with the purchase, to each Consumer entitled to a refund offer under paragraph 48 of this AVC who responds to the notices mailed pursuant to paragraph 48 herein, within 30 days of the receipt of a Consumer’s Publications, or within 30 days of receipt of a refund request form if the Publication is a newsletter, journal or magazine. The refund checks shall be mailed by U.S. first class mail in

plain white envelopes that disclose only a return address containing the name of Juris, and the address of Juris and the phrase "Attention: Important Information Enclosed" in red and in 14 point or larger typeface. All other print on the envelope shall be in black. The envelope shall contain only the refund check and a statement identifying the check as the refund previously requested by the recipient. Juris will terminate a Consumer's enrollment in each Negative Option Plan for which the Consumer requests a refund in accordance with paragraph 48 pursuant to a notice sent under paragraph 48.

52. Juris shall send, by first class mail, within 60 days of the Effective Date of this AVC, a notice, substantially in the form which is attached as Exhibit E (1-3) Important Notice About Your Standing Order Titles on Automatic Shipment and/or Automatic Renewal of Your Subscriptions to all Consumers who as of the Effective Date, are enrolled in a Prenotification Negative Option Plan, Continuity Plan, or Trial Conversion Offer or Automatic Renewal Subscription. The notice shall:

- a. list all such Publications in each type of Negative Option Plan (Exhibit F – Standing Order and/or Subscription Publications You Currently Receive);
- b. request that the Consumer advise Juris if the Consumer does not wish to continue in the Prenotification Negative Option Plan, Continuity

Plan, Trial Conversion Offer or Automatic Renewal Subscription with respect to any of the listed Publications – Exhibit G and Exhibit H;

- c. advise the Consumer that if the Consumer fails to act the Publications will remain in the Prenotification Negative Option Plan, Continuity Plan, Trial Conversion Offer or Automatic Renewal Plan;
- d. advise the Consumer of all Offer Terms for the Negative Option Plan; and
- e. provide enclosed forms, substantially in the form which are attached as Exhibit F, G and H, and shall also provide a customer support telephone number and/or email address, by which the Consumer may discontinue such Publication.

53.If the Consumer does not indicate to Juris the desire to discontinue a Negative Option Plan in response to the notice provided for in paragraph 52, the Publication will continue to remain enrolled in the Negative Option Plan and Juris will not be deemed in non-compliance with this AVC for retaining such Publications in the applicable plan. Further, during the 60 day period provided in paragraph 52, Juris will not be deemed in non-compliance with the requirements of this AVC with respect to each Consumer to whom Juris has provided, or will provide within such 60 day period, the notice required

under this paragraph but only with respect to the specific Publications listed in such notice.

54. Juris shall mail the notices required in paragraph 52 by first class mail and in an envelope identical to Exhibit J, that on its face, in 14 point type, states: "IMPORTANT: NOTICE OF AUTOMATIC SHIPMENTS AND AUTOMATIC RENEWALS OF YOUR JURIS PUBLICATION."

55. Juris shall not be required to send a notice under paragraph 52 to any Consumer for any Publication that is included in a refund notice required to be sent under paragraph 48.

56. Juris shall terminate the enrollment in any Negative Option Plan of any Consumer who notifies Juris of the desire to stop enrollment in such Negative Option Plan.

57. Juris, within 45 days of the Effective Date, shall put in place, and thereafter maintain, sufficient telephone lines and electronic hardware and software, and sufficient personnel, to respond to Consumers who contact Juris with regard to this AVC, requests for refunds, or to register a complaint.

58. Juris shall respond to email and other electronic and written communications related to this AVC, requests for refunds, or to register a complaint, in a reasonable and timely manner and shall monitor and keep reasonable records of such communications.

F. REPORTS AND RECORDS

59. Juris shall make, and shall retain thereafter for a period of two years after the date the last notices required in paragraphs 48, and 52, are sent, all data relating to each Consumer who was sent the notices. Juris shall create one or more spreadsheets from such data currently or reasonably available to Juris listing in separate fields, the following information where available: the account number; name of contact person, title of the contact person; name of business, agency or organization; mailing street address; city; state; zip code; telephone number; each Publication identified in the notice; the amount paid by the Consumer for each Publication, the amount of the shipping and handling charge paid by the Consumer for each Publication, the date such notice was mailed; the amount of any refund sought; the date any refund request was received; the date the refund was submitted for processing by Juris' electronic payment system; the Publication for which the refund was made; the amount of any refund; an explanation of any discrepancy between the amount sought and the amount refunded.

60. Juris shall produce the data and one or more spreadsheets maintained as described in paragraph 59 to the OAG (a) within 30 days of the receipt of a written request from the OAG, and (b) 13 months from the date the last notices are mailed in accordance with paragraphs 48 and 52.

- a. In the event that Juris claims that such information in whole or part is trade secret or confidential, Juris shall mark the data and spreadsheets as "Confidential, Trade Secret - AG's Eyes Only," and will provide a sworn affidavit from a person with knowledge as to the basis for the trade secret or confidential designation. The OAG shall take reasonable steps to notify Juris of any Public Records Act request prior to the release of any data, documents or information that Juris has marked as Confidential, Trade Secret- AG's Eyes Only.
- b. In the event that Juris claims that such information in whole or part is trade secret or confidential, Juris shall produce a summary report that summarizes the data without disclosing the asserted trade secret or confidential information.

61. Juris, within 60 days of the Effective Date, shall write:

- a. policies and procedures regarding cancellation of Negative Option Plans upon request of a Consumer;
- b. the disclosures required to be made under the terms of this AVC in telephone sales of Juris' Publications, and if used, telemarketing scripts, in compliance with the terms of this AVC;
- c. the disclosure of terms and conditions of a Negative Option Plan in advertising and in all sales and offers to sell, and in sales channels:

- d. policies and procedures regarding the manner and methods to be used to obtain Express Informed Consent in all sales and sales channels;
- e. policies and procedures regarding the making and retention of documents and information required to be made and retained under the terms of this AVC; and,
- f. other policies and procedures that Juris determines are reasonably necessary to effectuate the terms of this AVC.

62. Juris, within 45 days of the Effective Date, shall write policies and procedures regarding calls and other contacts received from Consumers regarding this AVC.

63. Upon completion, Juris shall promptly begin distribution of the policies and procedures and scripts described in paragraph 61 and 62 relating to the subject matter of this AVC to its relevant officers, managers, supervisors and employees. Juris shall provide third parties involved in any aspect of advertising, marketing, sales or customer service on behalf of Juris relevant to Juris' selling of Publications under Negative Option Plans to Consumers, any relevant policies and procedures relating to the relevant goods or services that third parties provide to Juris or on behalf of Juris. Juris shall create, implement, maintain and reasonably monitor such policies and procedures.

64. Juris shall make and retain for a period of four years after the Effective Date:

- a. all complaints from or on behalf of Consumers received in writing or electronic form relating to Negative Option Plans, automatic renewals of Subscriptions, Unordered Merchandise, and all requests to cancel participation in a Negative Option Plan of a Publication;
- b. a record of every complaint and inquiry received from or on behalf of Consumers over the telephone, relating to Negative Option Plans related to Publications, the receipt of Unordered Merchandise, automatic renewals of Subscriptions, and all requests to cancel participation in a Negative Option Plan related to a Publication. Juris is not required to maintain records of complaints regarding Publication content, Publications not received, pricing or other similar topics outside the scope of this AVC. The information required to be maintained shall be maintained in a reasonably retrievable manner, and shall include: the name of the representative taking the call; the name and address of the Consumer; the name, phone number, email and title of the person making the complaint, inquiry or cancellation (unless a Consumer declines to give such information to Juris); date of complaint, inquiry or cancellation; nature of the complaint or inquiry or reason for cancelling as stated by the caller, the Publication

complained of, cancelled or about which the call is made; the verbal response given by the representative, the nature of the response and date of response; final resolution and date of resolution. Any codes or abbreviations used in summaries and to categorize the subject of the calls shall be consistent and shall be set forth in training materials distributed to all customer service employees. A written record shall be made and retained for such calls in accordance with this paragraph 64.

65. Juris shall retain for a period of four years after the Effective Date when made or received:

- a. a copy of all training materials relating to any Negative Option Plan for Publications sold or to be sold to Consumers, Unordered Merchandise, complaints related to Unordered Merchandise;
- b. all email and other electronic communications, letters and other communications, sent by Juris' customer service to Consumers in response to inquiries or complaints referenced in paragraph 64. However, Juris is not required to maintain records of responses to inquiries regarding Publication content, Publications not received, pricing or similar topics outside the scope of this AVC;

- c. a copy of all marketing materials relating to any Negative Option Plan for Publications sold or to be sold to Consumers. Templates may be retained for (i) marketing materials customized for individual customers or specific Publications and (ii) marketing materials sent by email or by other electronic means, so long as Juris retains documentation regarding how such materials were used and sent to Consumers.
- d. a copy of all print and online advertising and Promotional Materials for Publications offered by Juris to Consumers pursuant to a Negative Option Plan. Online information may be archived quarterly, provided that such information can be retrieved upon request of the OAG;
- e. the following data with regard to each Publication mailed or distributed by Juris as part of a Negative Option Plan to the extent that such information is captured in Juris' ordinary course of business: approximate dates of distribution; number distributed; names and addresses of the Consumer; cost of Publication; name and address of Consumers who paid, cancelled enrollment, or did not respond; and approximate dates of billing;
- f. records of payment and account information for Consumers who purchased Publications pursuant to a Negative Option Plan;

- g. all original contracts and other written agreements with Consumers, or scanned copies of such agreements;
- h. copies of order cards, recordings, writings, data, or other devices evidencing Express Informed Consent to the disclosed terms and conditions of a Negative Option Plan as required under the terms of this AVC and to enrollment in the Negative Option Plan, for Publications sold to Consumers for each Consumer enrolled in a Negative Option Plan; provided however, in the event that the Express Informed Consent is contained in calls that are audibly recorded, the recordings shall be retained for a minimum period of two years.

66. The documents required to be written or maintained under paragraphs 61, 62, 64, and 65 herein shall be produced at the request of the OAG within 30 days of a written request, after the date any such documents are required to be created hereunder. By entering into this AVC and producing the documents referenced in this paragraph, Juris does not waive any claim of confidentiality or trade secret regarding documents sought to be produced. In the event that Juris claims that such information in whole or part is trade secret or confidential, Juris shall mark the data and spreadsheets as "Confidential, Trade Secret - AG's Eyes Only," and will provide a sworn affidavit from a person with knowledge as to the basis for the trade secret or

confidential designation. The OAG shall take reasonable steps to notify Juris of any Public Records Act request prior to the release of any data, documents or information that Juris has marked as Confidential, Trade Secret- AG's Eyes Only.

67. In addition to the record-keeping requirements set forth in paragraphs 61, 62, 64, and 65 herein, Juris shall make, and shall retain for a period of one year after the Effective Date a record of every contact from a Consumer regarding this AVC, to include: the name and phone number of the person making the contact; the name and address of the business; a summary of the communication; the Publication that is the subject of the contact, the manner in which the contact was made; date of contact; any request made by the Consumer; nature of response and date of response; final resolution and date of resolution. Juris shall provide such records and information to the OAG within 20 days of the OAG's written request for the information.

68. Upon written request and reasonable notice by the OAG, Juris shall provide additional information required to be kept under the terms of this AVC, information related to Consumers to whom Juris provided Publications during the Relevant Time Period and information relating to implementation of the disclosure and consent procedures referenced in paragraphs 33, 34, 36, 38, 39, 41 and 46 herein. By entering into this AVC and producing the

documents referenced in this paragraph, Juris does not waive any claim of confidentiality or trade secret regarding documents sought to be produced. In the event that Juris claims that such information in whole or part is trade secret or confidential, Juris shall mark the data and spreadsheets as "Confidential, Trade Secret - AG's Eyes Only," and will provide a sworn affidavit from a person with knowledge as to the basis for the trade secret or confidential designation. The OAG shall take reasonable steps to notify Juris of any Public Records Act request prior to the release of any data, documents or information that Juris has marked as Confidential, Trade Secret- AG's Eyes Only.

69. The records required to be made or retained in paragraphs 61, 62, 64, and 65 herein, shall be provided upon written request in accordance with those paragraphs as they are maintained in the normal course of Juris' business. At least five days before production of documents pursuant to the provisions of this AVC, Juris shall advise the OAG in writing of the manner and format in which they intend to produce the documents, in order to provide the OAG an opportunity to request that the documents be produced in a specific manner. Juris shall have the right and a reasonable opportunity, however, to notify the OAG if Juris cannot produce any records or documents to the OAG in a manner specified or requested by the OAG, in which case the

OAG and Juris will cooperate and attempt in good faith to agree on a manner of production acceptable to the OAG and with which Juris can reasonably comply. Notwithstanding this provision, Juris shall create and retain all data and information required to be created and retained under this AVC in a manner so that it may be readily retrieved and produced to the OAG.

70. Notwithstanding anything to the contrary in this AVC, in the event that Juris claims that any information, data, records or documents required or requested to be produced or provided to the OAG pursuant to this AVC, are in whole or part trade secret or confidential, Juris shall have the right to: (a) mark the information, data, records, or documents as "Confidential, Trade Secret – AG's Eyes Only," and provide a sworn affidavit from a person with knowledge as to the basis for the trade secret or confidential designation; and (b) to produce a summary report that summarizes the information, data, records or documents without disclosing the asserted trade secret or confidential data or information. In any such instance, the OAG shall take reasonable steps to notify Juris of any Public Records Act request prior to the release of any data, documents or information that Juris has marked as Confidential, Trade Secret- AG's Eyes Only.

71. For a period of four years from the Effective Date, Juris and its successors shall notify the OAG in the event of a material change in control of Juris. A “material change in control” for the purpose of this paragraph means the sale, transfer, or assignment of 50% or more of Juris’ outstanding shares.

G. COMPLIANCE MONITORING

72. For the purpose of monitoring and investigating compliance with any provision of this AVC, Juris agrees that, for a period of four years from the Effective Date, upon the written request of the OAG, Juris shall provide business records or documents and make any requested information available that is reasonably necessary to enable the OAG to monitor compliance with this AVC relating to or affecting Consumers, which documents and information are not specifically set forth in paragraphs 61, 62, 64, and 65 herein, within thirty (30) days of the request, at its business office or at the OAG’s office, at the election of the OAG. Juris may object to the reasonableness of any request made pursuant to this paragraph, and in such case Juris and the OAG shall confer and the OAG shall make the determination whether or not to modify or withdraw the request.

73. Juris shall reasonably monitor its telephone calls with Consumers to ensure that its employees are providing the disclosures under the terms of this AVC and obtaining Express Informed Consent from Consumers before enrolling

them in a Negative Option Plan. For a period of four years from the Effective Date, such monitoring shall include the following, at a minimum:

- a. periodically monitoring the oral representations made by persons engaged in customer service by listening to a reasonable sample of calls with Consumers;
- b. taking corrective action with respect to any salesperson whom Juris determines is not complying with this AVC.

H. SETTLEMENT AND RELEASE

74. This Assurance of Voluntary Compliance constitutes a complete and irrevocable settlement and release by the State of Florida, Department of Legal Affairs, of all claims asserted or that could have been asserted by the OAG against Juris, its past and present officers, directors, shareholders, employees, and attorneys, prior to the Effective Date of this Assurance of Voluntary Compliance and arising out of the Matters Investigated.

75. The OAG shall not institute or proceed with any action against Juris, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorney's fees, or costs arising out of any claims with respect to the Matters Investigated, or for any conduct or practice by Juris prior to the Effective Date of this Assurance of Voluntary Compliance that was the subject of the Matters Investigated, except that the

OAG may institute an action or proceeding to enforce the terms and provisions of this Assurance of Voluntary Compliance. To the extent that any changes in Juris' business, advertisements, and practices are made to achieve or facilitate conformance to this Assurance of Voluntary Compliance, the fact that such changes were made shall not itself constitute any form of evidence, explicit or implicit, by Juris of wrongdoing or failure to comply with any federal or state statute, regulation, or the common law.

76. The parties acknowledge and agree that Juris is entering into this Assurance of Voluntary Compliance solely for the purpose of settlement and that nothing contained herein may be taken as an admission or concession of any liability or violation of law, all of which Juris expressly denies. No part of this Assurance of Voluntary Compliance constitutes or shall constitute evidence against Juris in any action brought by any person(s) or entity or other party of any violation of any federal or state statute or regulation or the common law, except in an action brought by the OAG to enforce the terms of this Assurance of Voluntary Compliance.

I. ATTORNEY'S FEES AND COSTS

77. Juris shall pay to the State of Florida, Office of the Attorney General, attorney's fees and costs of investigation and the cost of monitoring this AVC in the total sum of \$45,000, with the payment of \$5,000 of such

amount suspended pending the complete and timely payment of the total amount of \$40,000 in installments, consisting of a total of six installment payments in the amount of \$6,666.67 each, with a five day cure period without demand applicable to each installment due date. More specifically, the schedule for such installment payments is as follows, subject to a five day cure period without demand after each installment due date:

- a. \$6,666.67 due on execution of the AVC;
- b. \$6,666.67 due on June 1, 2016;
- c. \$6,666.67 due on October 1, 2016;
- d. \$6,666.67 due on April 1, 2017;
- e. \$6,666.67 due on October 1, 2017; and
- f. \$6,666.67 due on April 1, 2018.

In the event of a default of any of the payment terms set forth above, Juris shall be required to promptly pay the total amount of \$45,000 in a lump sum, less the amount of all sums previously paid by Juris pursuant to this Paragraph. If, however, Juris timely pays the total amount of \$40,000 as set forth above, the remaining \$5,000 due pursuant to this Paragraph shall be forgiven and cancelled, and shall not be due or payable at any time thereafter. No interest shall be due on any of the installments or on the total amount due or paid pursuant to this Paragraph, whether \$40,000 or \$45,000.

At any time prior to April 1, 2018, without penalty, Juris may prepay the total amount of \$40,000 in a lump sum, or whatever portion of such amount Juris may then remain obligated to pay after deducting prior payments made by Juris pursuant to the terms of this paragraph. In the event such a prepayment of \$40,000 occurs, the remaining \$5,000 due pursuant to this Paragraph shall be forgiven and cancelled, and shall not be due or payable at any time thereafter. All sums paid pursuant to this paragraph shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payments to the Department of Legal Affairs shall be made by certified check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Gerald Johnson, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050, or by wire transfer.

J. MISCELLANEOUS PROVISIONS

78. Juris shall be responsible for making the substantive terms and conditions of this AVC known to anyone responsible for implementing the obligations set forth in this AVC, including Juris' officers, directors, relevant managers, and successors. Juris shall further take reasonable steps to ensure that all individuals at Juris responsible for the day-to-day direction and control of its

business understand any changes in practices and policies that are necessary to comply with the terms of this AVC.

79.Future violations of this AVC by Juris may subject it to the possibility of an enforcement action, any and all applicable civil penalties and sanctions, and potential payment of attorneys' fees and costs, as provided by applicable law; provided, however nothing in this AVC shall be deemed to be waiver or limitation of any available rights or defenses to Juris relative to any claimed violation of the AVC by the OAG.

80.Juris shall not effect any change in its form of entity or its organizational structure for the purpose of avoiding the terms and conditions set forth in this Assurance of Voluntary Compliance.

81.If the OAG believes that a violation of this AVC has occurred, the OAG shall provide written notice to Juris of the violation and an opportunity promptly to cure or otherwise address the violation. The notice shall set forth the facts that the OAG believes support a violation of the AVC. Juris shall have 30 days from the receipt of the notice within which to provide a good faith written response to the OAG's notice. Juris' response shall include, at a minimum, either:

- a. a statement explaining why Juris believes it is in material compliance with the AVC; or

- b. an explanation of how the alleged violation occurred; and
 - i. a statement that the alleged violation has been cured, and explaining how; or
 - ii. a statement that the alleged violation cannot reasonably be cured or otherwise addressed within 30 days from receipt of the notice, but (1) Juris has begun to take corrective action to cure the alleged breach; (2) Juris is pursuing such corrective action with reasonable due diligence; and (3) Juris has provided the OAG with a detailed and reasonable timetable for curing or otherwise addressing the alleged violation;

provided, however, that: (i) this provision shall not in any way prevent or delay the OAG from conducting investigations or bringing enforcement actions necessary to protect the public interest; and (ii) Juris' compliance with the foregoing notice and response provision shall not be deemed a waiver or limitation of any available rights or defenses of Juris related to any alleged violation of this AVC by the OAG.

82.No part of this AVC creates a private cause of action or confers any right to any third party for any violation of any Florida (or other state or federal) statute, regulation, or law.

83. Juris or its successors may request a modification of the terms of this AVC based upon future changes in technology or applicable laws or regulations, or in the event that Juris shows that the terms of the AVC have placed it at a competitive disadvantage in the marketplace. The OAG shall make a good faith evaluation of the then existing facts and circumstances and, after collecting the information necessary, make a prompt decision, but in no event more than 90 days from the OAG's receipt of a request for such modification unless both parties agree in writing to a different schedule. At the request of either the OAG or Juris or its successor, the parties shall meet to discuss the provision(s) at issue and an appropriate manner in which to resolve any potential disagreement.

84. To the extent that there is any Florida or Federal statute or regulation at any time in direct conflict with any of the terms of this AVC, Juris' compliance with such law shall not be deemed a violation of this AVC.

85. This AVC shall become effective on the Effective Date upon execution of the AVC by all parties and delivery of the same by each party to the other, provided however that Juris shall have a period of 90 days following the Effective Date to implement paragraphs 30, 33, 34, 36, 38 and 39. With respect to any Publications sold to any Consumer after the Effective Date but prior to the 90 day period following, and enrolled in a Negative Option

Plan for which the Consumer did not provide Express Informed Consent to such enrollment in accordance with the requirements of this AVC, Juris shall have 120 days after the Effective Date to obtain Express Informed Consent from such Consumers or Juris shall not treat such Publications as having been enrolled in a Negative Option Plan.

86. The persons who sign this AVC in a representative capacity for Juris warrant that they are duly authorized to do so. The parties acknowledge that they have had a full opportunity to review this AVC and consult with legal counsel regarding same. The parties agree and represent that they have read and understand this AVC, that they accept the legal consequences involved in signing it and that there are no other representations, agreements or understandings between Juris and the OAG related to this AVC that are not stated in writing herein.

87. This AVC may be executed in one or more counterparts, each of which shall be deemed to be an original but which together shall constitute the AVC. The receipt or deposit by the OAG of any monies pursuant to the AVC does not constitute acceptance by the Attorney General, and any monies received will be returned if this AVC is not executed by the OAG.

IN WITNESS WHEREOF, Juris Publishing, Inc., has caused this Assurance of Voluntary Compliance to be executed by Michael Kifer as

CEO of Juris Publishing Inc., as a true act and deed, in Suffolk
County, New York, this 24 day of February, 2016. By my
signature, I hereby affirm that I am acting in my capacity and within my
authority as CEO of Juris Publishing, Inc. and that by my signature I
am binding Juris Publishing, Inc. to this agreement.

Michael Kitzon
Name CEO
Position

STATE OF New York
COUNTY OF Suffolk

BEFORE ME, an officer duly authorized to take acknowledgments in
the State of New York, personally appeared Michael Kitzon as CEO of
Juris Publishing, Inc. and acknowledged before me that he executed the
foregoing instrument for the purposes therein stated, on this 24th day of
February, 2016.

Sworn to and subscribed before me
this 24th day of

February, 2016.

John D. Leonardis II
John D. Leonardis II.

(print name)
NOTARY PUBLIC

JOHN D. LEONARDIS II
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LE6269970
Qualified in Suffolk County
My Commission Expires October 09, 2016

(Print, type or stamp commissioned name of
Notary Public)

Personally known _____ or Produced
Identification ✓ (check one)

Type of Identification Produced:

New York Driver License

IN WITNESS WHEREOF, Jurisnet, LLC, has caused this
Assurance of Voluntary Compliance to be executed by Michael Kitzen
as CEO of Jurisnet, LLC., as a true act and deed, in Suffolk
County, New York, this 24 day of February, 2016. By my
signature, I hereby affirm that I am acting in my capacity and within my
authority as CEO of Jurisnet, LLC and that by my signature I am
binding Jurisnet, LLC to this agreement.

Michael Kitzen
Name CEO
Position

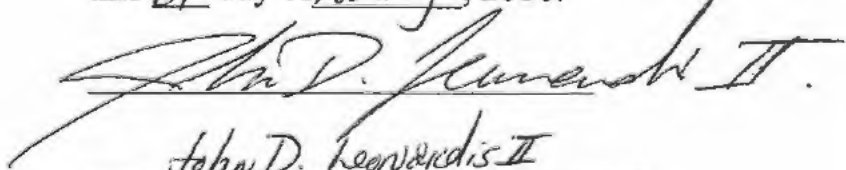
STATE OF New York
COUNTY OF Suffolk

BEFORE ME, an officer duly authorized to take acknowledgments in
the State of New York personally appeared Michael Kitzen CEO of

Jurisnet, LLC and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 24th day of February, 2016.

Sworn to and subscribed before me

this 24th day of February, 2016.


John D. Leonardis II

(print name)

NOTARY PUBLIC

JOHN D. LEONARDIS II

NOTARY PUBLIC-STATE OF NEW YORK

No. 01LE6269970

Qualified in Suffolk County

~~My Commission Expires October 09, 2016~~

(Print, type or stamp commissioned name of Notary Public)

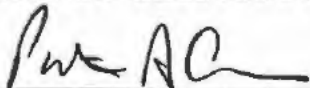
Personally known or Produced Identification ✓ (check one)

Type of Identification Produced:

New York State Driver License



OFFICE OF THE ATTORNEY GENERAL



PATRICIA A. CONNERS

DEPUTY ATTORNEY GENERAL

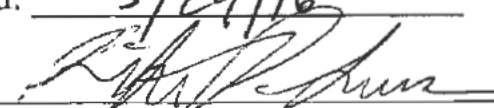
Department of Legal Affairs

OFFICE OF THE ATTORNEY GENERAL

The Capitol


Tallahassee, Florida 32399-1050
(850) 245-0140

Dated: 3/29/16

By: 
RICHARD LAWSON

Director, Consumer Protection Division
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 3/15/16

By: 
TINA FURLOW
Senior Assistant Attorney General

Dated: March 2, 2016



Juris Publishing, Inc.
JurisNet, LLC.

71 New Street Huntington, NY 11743 USA Tel: (631) 350-2100 Fax: (631) 673-9117 Web: www.jurispub.com

EXHIBIT A

**REFUND/RETURN OFFER FOR STANDING ORDER SUPPLEMENTS,
NEW EDITIONS AND OR SUBSCRIPTION PUBLICATIONS**

(DATE)

Customer Account Number _____

NAME, AND NAME OF BUSINESS IF APPLICABLE
ADDRESS

Dear Valued Customer,

JURIS sincerely appreciates your business over the years. As a result of an agreement with the Attorney General of the State of Florida, JURIS is offering to provide you with refunds for supplements or new editions and issues to certain books or other publications which were shipped or provided to you during the time period of _____ to _____ on a standing order (automatic shipment) or subscription basis. A list of the products for which you may seek a refund or cancel is enclosed.

We hope you have been happy with all of these books or other publications. However, if you did not intend for us to send or provide you with any of them, you can obtain a refund of the amount you paid plus any shipping and handling charges you paid.

If you would like to return any or all of the products on the enclosed form, please complete the enclosed Return/Refund Claim Form and return it to JURIS via e-mail to orders@jurispub.com or fax to (631) 673-9117 or by mail to JURIS, 71 New Street, Huntington, New York 11743. Once received JURIS will provide you with a postage label which you can use to return the last supplement or new edition you received of each publication for which you are requesting a refund. If you are requesting a refund for a newsletter, journal or magazine, you are not required to return the last issue in order to receive a refund. Once the material is returned to JURIS at 71 New Street, Huntington, New York 11743 a refund check will be issued to you.

To receive a refund you must mail or e-mail the Return/Refund Claim Form within 90 days of the date of this letter, and return the Publication (unless the publication is a newsletter, journal or magazine) within 120 days of the date of this letter. **If you seek a refund, we will cancel future automatic shipments, either standing order or subscription products for the applicable publication(s).**

If you are satisfied with these products no action is necessary. **If you do not return the form, your automatic shipments, either standing order or subscription products on the enclosed list will continue.**

Very truly yours,

JURIS [person's name here]



Juris Publishing, Inc.
JurisNet, LLC.

71 New Street Huntington, NY 11743 USA Tel: (631) 350-2100 Fax: (631) 673-9117 Web: www.jurispub.com

EXHIBIT B

REFUND/RETURN CLAIM FORM

(Please return this form via e-mail to orders@jurispub.com , by fax to (631) 673-9117 or by mail to JURIS, 71 New Street, Huntington, New York 11743)

Name on account [please print] _____

Address: _____

Date: _____

Customer Account #: _____ [listed in letter]

By submitting this form, I hereby declare that I did not intend to order a standing order (automatic shipment), subscription, or new editions of the books and products listed on the enclosed Exhibit C and that I wish to return and receive a refund for these products.

I understand that my request cancels future standing order (automatic shipment, subscription), or new editions for the applicable publication.

Please list below the Product Title, Quantity (contained on the enclosed form) for each product for which you wish to return and receive a refund.

When JURIS receives the completed Refund/Return Claim Form we will send you postage for you to return the product. When the return is received a refund check will be issued to you. If the publication is a newsletter, journal, or magazine, you do not have to return it, and a refund will be issued to you after we receive the Refund/Return Claim form.



Juris Publishing, Inc.
JurisNet, LLC.

71 New Street Huntington, NY 11743 USA Tel: (631) 350-2100 Fax: (631) 673-9117 Web: www.jurispub.com

EXHIBIT C

PRODUCTS TO RETURN AND RECEIVE A REFUND

<u>ACCOUNT #</u>	<u>INVOICE # (if available)</u>	<u>TITLE</u>	<u>QUANTITY</u>
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Exhibit D - Envelope

JP **Juris Publishing, Inc.**
Executive Park • One Odell Plaza • Yonkers, NY 10701

Attention: Notice of Refund Offer Enclosed



Juris Publishing, Inc.
JurisNet, LLC.

71 New Street Huntington, NY 11743 USA Tel: (631) 350-2100 Fax: (631) 673-9117 Web: www.jurispub.com

EXHIBIT E (1-3)

IMPORTANT NOTICE ABOUT YOUR STANDING ORDER TITLES ON AUTOMATIC SHIPMENT AND/OR AUTOMATIC RENEWAL OF YOUR SUBSCRIPTIONS

(Date) _____

Customer Account Number _____

NAME, AND NAME OF BUSINESS IF APPLICABLE)
(ADDRESS)

Dear Valued Customer,

At JURIS, we understand the importance to professionals of being kept up to date with the latest developments in their fields. This purpose of this letter is to ensure that you are aware of what standing order title(s) on automatic shipment and/or subscription(s) you have enrolled in our automatic renewal program so that you can determine whether to continue such enrollment. Enclosed with this letter is a form listing your standing order title(s) on automatic shipment and/or subscription(s) which have been automatically renewed as a result of a publication being enrolled in an automatic renewal program.

If you wish to discontinue receiving standing order releases, supplements, or pocket parts on automatic shipment, new editions and/or automatic renewal of your subscriptions you can simply complete the enclosed form and return it to JURIS via e-mail to orders@jurispub.com, via fax to (631) 673-9117.

Alternatively, you may review and change the status of any existing standing order publication or subscription publication by calling our customer support line at (800) 887-4064 or e-mailing orders@jurispub.com.

The enclosed form is not required to be returned by a specified date and you may discontinue a title's enrollment in our standing order program or subscription program at any time.

The JURIS Standing Order Program works like this:

- When you place an order you will be advised if the publication is available on standing order. When you agree to a standing order, new editions or releases/updates and supplements updating the title are automatically sent to you with an invoice as they are published, without any action on your part, until you cancel.
- Several weeks before each standing order shipment, a letter will be e-mailed to you describing what will be included in the next shipment, with either a form you may

return to JURIS if you do not wish to receive the product, or instructions on how to cancel the standing order.

- Upon shipment, you will be invoiced at the price at which the new edition, update/release or supplement is then being offered along with applicable shipping and handling charges. If you made your initial purchase of a title using a credit card, your credit card will not be charged for subsequent standing order shipments – an invoice will be mailed to you with the product.
- Shipping charges are calculated based on the shipping method, the weight of the package, and the destination of the shipment.
- The types of products received and frequency of standing order shipments vary by title. You may call Customer Support at (800) 887-4064 or e-mail, orders@jurispub.com, or write to JURIS, 71 New Street, Huntington, New York 11743 for additional information about the types of products received and the frequency of supplements and/or new editions for a specific title.
- You are not obligated to purchase a minimum number of products in order to take advantage of our standing order program.
- New editions, update/releases or supplements are sent to you on a 30-day, risk-free return basis. You have the right to return any new edition, update/release or supplement by simply returning the product within 30 days of the invoice date. Please contact JURIS at (800) 887-4064 to request a postage paid return label.
- If you do not return the standing order shipment by the end of the 30 day trial period, you are responsible for paying the invoice in full.
- A title's enrollment in our standing order release program may be canceled at any time. To cancel please call Customer Service at (800) 887-4064 or e-mail orders@jurispub.com

IMPORTANT:

If you **do not** return the enclosed cancellation form or otherwise contact JURIS, we will continue to automatically ship you new editions, update/releases or supplements for the publications you currently receive on a standing order basis from JURIS.

The JURIS Automatic Subscription Renewal Program works like this:

- When you agree to automatic renewal, your subscription will automatically renew at the end of each subscription period without any action on your part until you cancel.
- The cost of the renewal will be the subscription price in effect at the time of each renewal, plus shipping and handling for print subscription publications. Subscription renewal prices are subject to increase in the future.
- A title's enrollment in our automatic renewal program may be canceled at any time. To cancel, you can call Customer Service at (800) 887-4064 or e-mail orders@jurispub.com.

- Shipping charges for print subscription publications are calculated based on the shipping method, the weight of the package, and the destination of the shipment.
- You are not obligated to renew a subscription a minimum number of times in order to participate in our automatic renewal program.
- If you do not wish to enroll a publication in our automatic renewal program, we may contact you before your subscription lapses to see whether you would like to renew the subscription at that time. However, we cannot guarantee that there will not be a lapse in your subscription. Enrollment in our automatic renewal program does not affect our applicable subscription cancellation policy.

In addition, at least 30 days before each renewal date, you will receive a notice reminding you that the subscription will automatically renew. If you take no action upon receiving the renewal notice, your subscription will be automatically renewed and you will receive an invoice prior to the renewal date.

IMPORTANT:

If you **do not** return the enclosed form or otherwise contact JURIS to cancel the automatic renewal of your subscriptions, we will continue to automatically renew the subscriptions you currently receive from JURIS.

Thank you for your past business and JURIS looks forward to continuing to serve you.

Very truly yours,

JURIS [person's name here]



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EXHIBIT F

STANDING ORDER AND/OR SUBSCRIPTION PUBLICATIONS YOU CURRENTLY RECEIVE

ACCT. #	QTY	TITLE
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EXHIBIT G

CANCEL STANDING ORDER FORM

(Please return this form via e-mail to orders@jurispub.com, by fax to (631) 673-9117 or by mail to JURIS, 71 New Street, Huntington, New York 11743)

INSTRUCTIONS:

Place a check mark in the "Cancel Standing Order" column for each title you no longer wish to automatically receive shipments of supplements, new editions, or releases/updates. If you **do not** place a check mark in the "Cancel Standing Order" column and return the form to us, JURIS will continue to automatically ship you supplements, new editions and/or releases/updates for the publications you currently receive from JURIS. Please contact our Customer Service line at (800) 887-4064 if you have any questions.

NAME _____

ADDRESS _____

CUSTOMER ACCOUNT # _____

CANCEL STANDING ORDER	QTY	TITLE	INVOICE # (if available)
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Juris Publishing, Inc.
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EXHIBIT H

CANCEL SUBSCRIPTION FORM

(Please return this form via e-mail to orders@jurispub.com, by fax to (631) 673-9117 or by mail to JURIS, 71 New Street, Huntington, New York 11743)

INSTRUCTIONS:

Place a check mark in the "Cancel Subscription" column for each title you no longer wish to have automatically renewed. If you **do not** place a check mark in the "Cancel Subscription" column and return the form to us, JURIS will continue to automatically renew the subscription(s) you currently receive from JURIS. If you would like to discuss your options for renewing any existing subscription(s) publications, please call our Customer Service line at (800) 887-4064

NAME _____

ADDRESS _____

CUSTOMER ACCOUNT # _____

CANCEL SUBSCRIPTION QTY TITLE

INVOICE #
(if available)



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JurisNet, LLC.

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EXHIBIT I

(DATE)

Customer Account Number _____

NAME, AND NAME OF BUSINESS IF APPLICABLE
ADDRESS

Dear Valued Customer,

Please find enclosed a postage label for you to use when returning those publications you have requested a refund for on the REFUND/RETURN CLAIM FORM that you submitted to JURIS.

Should you have any questions please contact JURIS via e-mail at orders@jurispub.com or by fax at (631) 673 9117 or by telephone at 1 (800) 887 4064.

Very truly yours,

JURIS [person's name here]

Exhibit J - Envelope

JP **Juris Publishing, Inc.**
Executive Park • One Odell Plaza • Yonkers, NY 10701

**Important: Notice of Automatic Shipments and
Automatic Renewals of Your Juris Publication**