

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

**IN THE MATTER OF:**

**AG Case # L06-3-1151**

**Platinum Television Group, Inc.,  
New Line Media Solutions, Inc.,  
Paul Douglas Scott and Walter N.  
Burton**

**Respondents.**

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**ASSURANCE OF VOLUNTARY COMPLIANCE**

**PURSUANT** to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS**, hereinafter referred to as the Attorney General, caused an inquiry to be made into the business and advertising practices of **Platinum Television Group, Inc.** and **New Line Media Solutions, Inc.**, Florida corporations doing business in Florida, whose business addresses are 1000 E. Hillsboro Blvd., Suite 105, Deerfield Beach, FL 33441 and 1000 E. Hillsboro Blvd., Suite 205, Deerfield Beach, FL 33441 respectively, **Paul Douglas Scott** and **Walter Burton**, hereinafter referred to as Respondents.

**IT APPEARS** that Respondents are willing to enter into this Assurance of Voluntary Compliance, hereinafter referred to as **Assurance**, without any admission that Respondents have

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violated Florida's Deceptive and Unfair Trade Practices Act or any other law and for the purpose of settlement in this matter only, and the Attorney General, by and through its undersigned Assistant Attorney General being in agreement, does in this matter accept this **Assurance** in termination of this inquiry pursuant to Section 501.207(6), Florida Statutes (2006), and by virtue of the authority vested in the Attorney General by said statute.

**FACTUAL BACKGROUND**

Platinum Television Group, Inc. (hereinafter referred to as "Platinum") and New Line Media Solutions, Inc. (hereinafter referred to as "New Line") were incorporated, operated and controlled by Paul Douglas Scott and Walter N. Burton. In the year 2005, Walter Burton sold his ownership interest in these entities and had no further control over their operations or procedures. Both entities provided essentially the same services to the public and both utilized essentially the same business practices.

Platinum and New Line produced magazine style television shows which were aired on national and regional television networks. Potential clients from Florida and throughout the United States were contacted telephonically by "creative directors." These creative directors were actually sales persons who attempted to solicit businesses into signing business contracts with Platinum and New Line. For a "licensing fee" of approximately \$20,000.00 (more, in some cases), a short 5-7 minute feature of the business would be produced and inserted into a previously produced magazine style show. The businesses were usually told that the show would

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air on a combination of national and regional broadcast networks.

The present investigation concerned allegations that the Respondents engaged in certain practices in violation of F.S. 501, Part II. Among these practices:

- a) Respondents made misrepresentations regarding sponsorships by national companies such as Microsoft and Home Depot and falsely represented that these sponsorships paid for the production and airing of the subject programs.
- b) Respondents falsely implied that clients would be receiving multiple national airings of their spots and
- c) Respondents falsely represented the participation of “Advisory Boards” consisting of members such as MIT and Harvard Business School.

**IT IS HEREBY AGREED** by the parties that Respondents and their representatives, agents, employees or any other person who act under, by, through or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall hereby comply with and have actual knowledge of Chapter 501, Part II, Florida Statutes (2006), the Florida Deceptive and Unfair Trade Practices Act.

**IT IS FURTHER AGREED** by the parties that;

1. Respondents shall make no false representations relating to the size or success of their companies, nor shall they state that their programs have received praise or acclaim from

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outside persons or entities when that is not the case.

2. Respondents shall not have their salespersons identify themselves as “creative directors” or in any other manner that would imply that they are responsible for the creative content of any television show or production.

3. Respondents shall not state nor imply that a potential client is competing with another potential client or clients for a position or placement in a television show produced or aired by Respondents.

4. Respondents shall make no false statement relating to sponsorship of shows.

5. Respondents shall not falsely state nor imply that a potential client’s proposed contract is subject to an exaggerated approval process, where such statements are intended to create a false impression that acceptance is based on factors other than an ability to pay.

6. Respondents shall not state nor imply that the cost of production or airing of a client’s segment will be covered by any source other than the client’s fee, program revenues and national sponsorships (if that is, in fact, the case).

7. Respondents shall not represent the fee paid by a potential client solely as a “licensing fee” or as a “copyright fee.”

8. Respondents shall not represent themselves to be any national news, cable or broadcast network, nor shall Respondents represent that they are “associated” with any such

network.

9. Respondents shall not represent the existence of company or television show

“Advisory Boards” unless said boards actually exist and provide input and advice on a continuing basis. Any member of a company or television show advisory board must consent, in writing, to serve in such capacity and must further consent in writing to the use of their names in company or television show promotional materials. Records relating to these boards and their members shall be maintained by the companies and shall be made available for inspection upon reasonable request by the Office of the Attorney General.

10. Respondents shall specifically disclose to the potential client, at the time a proposed contract or business agreement is tendered for consideration, the exact number of national airings due the client pursuant to that contract and the approximate time of day or night said airings will take place and the networks on which those shows will air.

11. The Respondents shall specifically disclose to the potential client, at the time a proposed contract or business agreement is tendered for consideration, the exact number of regional airings due the client pursuant to that contract.

12. The companies shall maintain, in each client’s file, proof of purchase of air time for any and all airings of a company television show containing a segment relating to said client. Notices of upcoming airings, including times, dates and market locations shall be provided to all

clients in advance of said airings. Once the companies have aired all of the segments due a particular client pursuant to the contract, the companies shall, within ninety (90) days, submit to the client a statement of completion, summarizing all such airings.

13. Unless otherwise agreed to by the client in writing, all airings of client segments shall be within the contracted one-half hour magazine format.

14. Any and all contracts between the companies and clients shall include:

- a) The exact number of national airings due pursuant to the agreement and the name(s) of the network/station(s) on which said airing(s) will take place.
- b) The exact number of regional airings due pursuant to the agreement and the name(s) of the network/station(s) on which said airing(s) will take place.
- c) The date prior to which all airings of the client's program or segment will take place. All airings of a client's program will take place within one year of the contract date except in cases where the client agrees in writing with a modification or in instances where the client's conduct prohibits airing as scheduled.

15. In furtherance of any collection activities, the companies shall not exaggerate the

amount of work performed for a given client, nor shall they exaggerate the potential damages that might be suffered by the companies as the result of a client's breach.

**IT IS FURTHER AGREED** by the parties that, upon execution of this **Assurance**, Respondents shall be responsible for making the substantive terms and conditions of this agreement known to its officers, employees, agents, representatives, or any other persons that are substantially affected by this Assurance and are engaged in Respondents' business, projects and activities. The obligation imposed by this paragraph is continuing in nature and shall apply to new officers, employees, agents, representatives or any other persons as they become engaged in Respondents' business.

**IT IS FURTHER AGREED** by the parties that the Respondents shall not effect any change in the form of doing business or its organizational identity as a method of avoiding the terms and conditions set forth in this **Assurance**.

**IT IS FURTHER AGREED** by the parties that future violations of this Assurance of Voluntary Compliance are by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject the Respondents to any and all civil penalties and sanctions provided by law, as well as attorneys fees and costs.

**IT IS FURTHER AGREED** by the parties that, as Respondent Walter N. Burton is no longer associated with the Respondent business entities and as he is not currently engaged in the business described within this AVC, he shall be allowed to engage in this business at a future date. In the event that he engages in such business activities, he will be subject to the provisions of this

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**Assurance** relating to business practices and procedure.

**IT IS FURTHER AGREED** by the parties that Respondent PLATINUM, NEW LINE and PAUL DOUGLAS SCOTT shall pay restitution to the persons or entities listed in Exhibit #1 of this Assurance in the amounts stated therein. Payments due pursuant to this provision shall be made in full prior to July 31, 2007.

**IT IS FURTHER AGREED** that the Respondents PLATINUM, NEW LINE and PAUL DOUGLAS SCOTT shall, within 60 days of the date of the effective date of this Assurance, establish a restitution fund in the total amount of \$75,000.00 for clients or former clients who file a complaint with the Office of the Attorney General during a period of 30 days subsequent to the effective date of this Assurance. At the end of this thirty day period, the Office of the Attorney General shall provide Respondents with such additional complaints. For any complaint so received, Respondents will conduct a complete accounting of the client's file in order to determine: a) the number of national and regional airings due the client pursuant to the contract and: b) the number of national and regional airings paid for by Respondents to television networks for the airing of programs featuring said client. In the event that Respondents PLATINUM, NEW LINE and PAUL DOUGLAS SCOTT are unable to establish that they, in fact, paid for a particular national or regional airing due pursuant to a contract, they shall immediately refund the client the sum of \$1,000.00 for each such national airing and \$500.00 for such each regional airing. No client shall be refunded an amount greater than that paid by the client to the Respondents. Respondents PLATINUM, NEW LINE and PAUL DOUGLAS

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SCOTT shall have a period of 30 days from the date of receipt of said complaint to the date of refund. Respondents shall provide the Office of the Attorney General with copies of all records pertaining to the resolution of said complaints. Should the contract be unclear as to the exact number of national airings due the client, it shall be assumed for the purposes of the restitution calculation that this number is two national airings. The \$75,000.00 restitution fund described herein shall be held and distributed by Tripp, Scott, P.A.. If no additional complaints are filed with the Office of the Attorney General within the aforesaid 30 day period, Tripp, Scott, P.A. shall return the \$75,000.00 restitution fund to Respondents. In the event claims are filed during this period, any remaining balance after said claims are paid shall be returned to the Respondents.

**IT IS FURTHER AGREED** by the parties that Respondents PLATINUM, NEW LINE and PAUL DOUGLAS SCOTT shall pay to the State of Florida, Office of the Attorney General, Department of Legal Affairs, the total sum of One Hundred Thousand Dollars (\$100,000.00), pursuant to Section 501.2105, Florida Statutes, said payment to represent costs and investigative fees. Payment shall be made by check made payable to **Office of the Attorney General, Legal Affairs Revolving Trust Fund** and shall be sent, with this agreement, by certified mail to South Florida Economic Crimes Bureau Chief, Robert Julian, Office of the Attorney General, 110 SE 6th Street, Ninth Floor, Fort Lauderdale, FL 33301 prior to May 31, 2007. In addition to the forgoing, Respondents shall make a check payable to the State of Florida Legal Affairs Revolving Trust Fund for use pursuant to Section 501.2101, Florida Statutes, in the aggregate

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amount of One Hundred Thousand Dollars (\$100,000.00) for costs associated with ongoing and future enforcement initiatives pursuant to chapter 501, Part II, Florida Statutes. Said payment shall be sent by certified mail to South Florida Economic Crimes Bureau Chief, Robert Julian, Office of the Attorney General, 110 SE 6th Street, Ninth Floor, Fort Lauderdale, FL 33301 prior to May 31, 2007.

**IT IS FURTHER AGREED** by the parties that Respondent WALTER N. BURTON shall make a check payable to the State of Florida Legal Affairs Revolving Trust Fund for use pursuant to Section 501.2101, Florida Statutes, in the aggregate amount of One Hundred and Seventy Five Thousand Dollars (\$175,000.00) for costs associated with ongoing and future enforcement initiatives pursuant to chapter 501, Part II, Florida Statutes. Said payment shall be sent by certified mail to South Florida Economic Crimes Bureau Chief, Robert Julian, Office of the Attorney General, 110 SE 6th Street, Ninth Floor, Fort Lauderdale, FL 33301 prior to June 30, 2007

**IT IS FURTHER AGREED** by the parties that this Assurance shall become effective upon its execution by the parties. Acceptance by the Office of the Attorney General shall be established by the signature of the Deputy Attorney General. The receipt or deposit by the Office of the Attorney General of any monies pursuant to the “**Assurance**” does not constitute acceptance by the Deputy Attorney General, and any monies received shall be returned if this **Assurance** is not executed by the Deputy Attorney General.

**IT IS FURTHER AGREED** by the Parties that Respondents and their representatives,

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agents, employees or any other person who acts under, by, through, or on behalf of Respondents,

directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement, business practice or activity used or engaged in by Respondents has been approved, in whole or in part, by the Office of the Attorney General.

**IN WITNESS WHEREOF**, the Respondents Platinum Television Group, Inc., New Line Media Solutions, Inc., Paul Douglas Scott and Walter N. Burton have caused this Assurance of Voluntary Compliance to be executed by Douglas Scott, Individually and as President/Director of Platinum Television Group, Inc. and New Line Media Solutions, Inc. and individually by

Walter N. Burton as a true act and deed in \_\_\_\_\_, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2007.

**By my signature** I, Paul Douglas Scott, hereby affirm that I am acting in my capacity and within my authority as President of Platinum Television Group, Inc. and New Line Media Solutions, Inc. and that by my signature I am binding the corporation to this **Assurance**.

\_\_\_\_\_  
Paul Douglas Scott, individually and as President of Platinum Television Group, Inc. and New Line Media Solutions, Inc.

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

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**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Florida personally appeared, Paul Douglas Scott, Individually and as President of Platinum Television Group, Inc. and New Line Media Solutions, Inc., and he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(print, type, or stamp commissioned Notary Public  
Personally known \_\_\_\_\_ or Produced Identification  
\_\_\_\_\_ (check one)

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Walter N. Burton

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Florida personally appeared, Walter N. Burton, Individually and as President of Platinum Television Group, Inc. and New Line Media Solutions, Inc., and he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(print, type, or stamp commissioned Notary Public

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Personally known\_\_\_\_\_ or Produced Identification  
\_\_\_\_\_ (check one)

Type of Identification Produced:\_\_\_\_\_

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Robert R. Julian  
Economic Crimes Bureau Chief  
South Florida Region

Accepted this \_\_\_\_ day of \_\_\_\_\_,  
2007.

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DEPUTY ATTORNEY GENERAL  
The Capitol  
Tallahassee, Florida 32399-1050

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**EXHIBIT #1**

<b>CLIENT COMPANY</b>	<b>RESTIT.</b>	
ADVANCED CONCEPTS IN MEDICINE	0.00	As per complaint
A.N. DERINGER	\$9,850.00	One half fee
ASPIRE TECHNOLOGIES	0.00	File contained POA
BODY BIO	\$2,000.00	Total paid - no airings
DURACO, INC.	\$10,070.50	One half fee
E-AVELAR HISPANICS MARKETING, INC.	\$16,000.00	Total paid - no airings
GRAND CRAFT, LLC	0.00	As per complaint
IMPAC, INC. (Innovative Machinery Packaging)	\$9,850.00	One half fee
JAZZ TOYS, LTD.	\$9,850.00	One half fee
MOUNTAIN MEADOW BOTANICALS	\$9,850.00	One half fee
NATURAL IMMUNOGENICS	\$19,700.00	Total fee - No airings

          
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NEW MISSION SYSTEMS, INT.	\$9,778.00	One half fee
PRESIDENTIAL BILLIARDS	\$14,063.00	One half fee
SWAROVSKI	0.00	
TEXAS HOT RODS, LLC	\$4,925.00	One half fee