

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

RECEIVED
ATTORNEY GENERAL OF OHIO

STATE OF OHIO

JUL 10 2014

IN THE MATTER OF:

DANIEL LATIMER d/b/a
MAGDISCOUNTERS.COM

DOCKET NO. 460802 CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 27th day of MARCH ~~January~~, 2013 by the Attorney General of the State of Ohio ("Attorney General") and Daniel Latimer doing business as Magdiscounters.com.

For purposes of this Assurance, "Respondent" shall mean and include Daniel Latimer doing business as Magdiscounters.com, under this or any other business names, his agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with him, directly or indirectly, through any corporate device, partnership or association within the State of Ohio.

For purposes of this Assurance, "Parties" shall mean and include the Attorney General and Respondent.

WHEREAS, the Attorney General, having reasonable cause to believe that Respondent has engaged in acts and practices which violate Chapter 1345 of the Ohio Revised Code ("Ohio Consumer Sales Practices Act") and Chapter 109:4-3 of the Ohio Administrative Code ("Substantive Rules"), has conducted an investigation pursuant to the authority granted him by Section 1345.06 of the Ohio Revised Code; and

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance of Voluntary Compliance; and

WHEREAS, this Assurance is a written declaration by Respondent of his intent to fully comply with the provisions of the Ohio Consumers Sales Practices Act and the Substantive Rules adopted thereunder and hereby voluntarily enter into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- (2) By accepting this Assurance, the Attorney General agrees to terminate the current investigation of Respondent's business acts and practices, as described in this Assurance, occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Respondent represents to the Attorney General that he will not engage in business in the state of Ohio as a supplier until such time as all terms of this Assurance have been satisfied, and that any such future business will be conducted in compliance with all applicable Ohio laws, including without limitation, the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and the Substantive Rules, Ohio Administrative Code, Section 109:4-3-01 et seq..

BACKGROUND AND STATEMENT OF FACTS

- (4) Magdiscounters.com is an Ohio sole proprietorship with its principal place of business located at 512 Rockaway Street, Akron, Ohio 44314.
- (5) Daniel Latimer is an individual residing at 2816 Wood Duck Lan Apartment 205 Akron, Ohio 44319-5788 and is the owner and sole proprietor of Magdiscounters.com.
- (6) At all relevant times Respondent was engaged in the business of effecting consumer transactions by soliciting, offering for sale and selling magazine subscriptions online to individual consumers in the State of Ohio and throughout the country for purposes that were primarily personal, family or household within the meaning specified in R.C.

1345.01(A) and (D). As such, Magdiscounters.com is a "supplier" as that term is defined in R.C. 1345.01(C) and entered into "consumer transactions" as that term is defined in R.C. 1345.01(A).

- (7) The Attorney General has received numerous complaints that Respondent accepted money from consumers for the delivery of magazine subscriptions and failed to deliver the magazines ordered by consumers.
- (8) As a result of Respondent's actions, Ohio consumers have been damaged in the amount One Thousand One Hundred Fifty Six and 90/100 Dollars (\$1,156.90).

COMPLIANCE PROVISIONS

- (9) In connection with any future advertising and sale of magazine subscriptions, Respondent shall comply with the CSPA, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder.
- (10) In connection with the advertising and sale of magazine subscriptions, Respondent shall refrain from:
 - (A) Committing an unfair or deceptive act or practice in connection with a consumer transaction, in violation of R.C. 1345.02(A);
 - (B) Accepting payments for magazine subscriptions and then failing to deliver those goods or services or allowing more than eight (8) weeks to elapse without delivering the goods or services or making a full refund of payments received, in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09;

GENERAL PROVISIONS

- (11) Respondent understands and agrees this Assurance applies to Magdiscounters.com, and to any other business Daniel Latimer operates, his principals, officers, directors, agents,

representatives, salespersons, employees, instructors, independent contractors, successors and assigns, jointly and severally.

- (12) This Assurance shall be governed by the laws of the State of Ohio.
- (13) This Assurance is entered into by the Attorney General and Respondent of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (14) This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondent shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Respondent's business practices.
- (15) This Assurance sets forth the entire agreement between the Attorney General and Respondent and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter herof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under the laws of the State of Ohio.
- (16) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (17) Respondent shall negotiate in good faith, through the office of the Attorney General, any consumer complaints filed with this office concerning Respondent's conduct occurring prior to the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.

- (18) This Assurance is a public record and shall be maintained in the Public Inspection File.

RESTITUTION AND PAYMENT TO THE STATE

- (19) In a good faith effort to resolve the instant matter and as part of the consideration for the termination of the Attorney General's investigation of the Respondents under the CSPA, R.C. 1345.01 et seq., Respondent shall pay One Thousand One Hundred Fifty Six and 90/100 Dollars (\$1,156.90) in consumer restitution, at the time this Assurance is executed.
- (20) As part of the consideration for the termination of the Attorney General's investigation of Respondent, Respondent, shall pay Five Thousand Dollars (\$5,000.00) to the Ohio Attorney General's Office for attorney fees and investigative costs, with the entire Five Thousand Dollars (\$5,000.00) suspended upon the condition of full and timely compliance with all of the terms of this Assurance. If Respondent fails to fully and timely comply with this Assurance, payment of the entire Five Thousand Dollars (\$5,000.00) shall be due immediately and shall be made by delivering a certified check or money order payable to the "Ohio Attorney General's Office" to:

**Teresa Goodridge
Restitution Compliance Officer
Consumer Protection Section
30 E. Broad Street, Floor 14
Columbus, Ohio 43215**

PENALTIES FOR FAILURE TO COMPLY

- (21) This Assurance shall in no way exempt Respondent from any other obligations imposed by law, and nothing contained herein shall relieve Respondent of any legal responsibility for any acts or practices engaged in by Respondent other than those acts specifically resolved by this Assurance.

(22) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Respondent under any legal authority granted to the Attorney General:

A. With respect to the transactions or occurrences which are the subject of this Assurance, if Respondent fails to fully and timely comply with all of the terms of this Assurance; or

B. With respect to transactions or occurrences which are not the subject of this Assurance.

REPRESENTATIONS AND WARRANTIES

(23) The Attorney General and Respondent represent and warrant that they negotiated the terms of this Assurance in good faith.


(24) Respondent represents and warrants that the individual signing this Assurance on behalf of Respondent is doing so in his official capacity and is fully authorized by Respondent to enter into this Assurance and to legally bind Respondent to all of the terms and conditions of this Assurance.

SIGNATURES

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 27th day of ~~January~~ ^{March} 2013.

ACCEPTED:

FOR THE OHIO ATTORNEY GENERAL, MICHAEL DEWINE


Michael R. Sliwinski (0076728)


Assistant Attorney General
Consumer Protection Section
615 W. Superior Avenue, Floor 11
Cleveland, Ohio 44113-1899
P 216-787-3104
F 877-616-5276

3/27/2013
Date

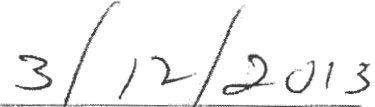
Counsel for the Ohio Attorney General

ACCEPTED:

FOR MAGDISCOUNTERS.COM



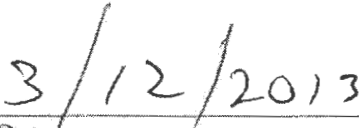
Daniel Latimer
512 Rockaway Street
Akron, Ohio 44314



Date



JOHN C. OBERHOLTZER (0021578)
Oberholtzer, Filous & Perrico
39 Public Square Suite 201
Medina, Ohio 44256-2297



Date

Counsel for Magdiscounters.com and Daniel Latimer

APPENDIX A

PAYMENT

As stated in the Assurance of Voluntary Compliance, Respondent shall pay One Thousand One Hundred Fifty Six and 90/100 Dollars (\$1,156.90) in consumer restitution. Restitution shall be distributed to consumers in the amounts stated below. Respondent shall make payment in the form of a certified check or a money order payable to the "Ohio Attorney General's Office" and shall deliver payment to:

**Teresa Goodridge
Restitution Compliance Officer
30 East Broad Street, Floor 14
Columbus, Ohio 43215**

CONSUMER RESTITUTION LIST

Last Name	First	Amount
Al-Khayer	Fadi	\$48.75
Austin	Stacey	\$35.00
Bearly	Lori	\$19.05
Beatty	Matthew	\$14.25
Bennecoff	Amy	\$33.09
Braendle	Marla	\$12.72
Carey	Donna	\$44.94
Corday	Gary	\$14.70
Dash	Amanda	\$32.20
Dickinson	Helen	\$12.41
Fernandez	Edgar	\$15.40
Filewood	Pamela	\$33.16
Frazier	James	\$185.80
Galegos	Delinia	\$8.00
Gianakos	Nicole	\$5.70
Grangruth	Jamie	\$21.12
Greba	Rachel	\$7.72
Guillot	Julie	\$16.25
Hoover	Jodi	\$8.99
Hosseini	Zack	\$9.94
Hudson	Steve	\$22.95
Juarbe	Erika	\$17.02
King	Sandra	\$7.04
Kupidlowski	Anna	\$30.00
Latham	Sheila	\$15.44
Leonard	Lydia	\$15.69
Lipp	Kathy A	\$27.50

Logan	Lee	\$16.25
McCoy	James	\$16.25
Moezzi	Mithra	\$14.70
Monroe	Joseph	\$31.41
Myers	Julie	\$22.82
Owen	Zane	\$8.99
Pan	MayMay	\$25.97
Perez	Samuel	\$14.08
Polder	Julianna	\$12.72
Porvaznik	Nancy	\$35.30
Posey	Greg	\$86.95
Provenzano	Richard	\$11.30
R	Andrew	\$8.99
Snure	Kraig	\$22.65
Stern	Alan	\$23.75
Strickler	Matthew	\$14.70
Tanner	Travis	\$20.97
Treubig	Allison	\$4.72
Weisberg	Rochelle	\$13.50
Westberg	Kyoko	\$7.63
Wolf	Carrie	\$19.43
Zane	Owen	\$8.99

Total \$1,156.90