

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

**Compliance Processing Group, LLC,**

Respondent.

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STATE OF IOWA ex rel. Thomas J. Miller, Attorney General of Iowa, by J. Andrew Cederdahl, Assistant Attorney General of Iowa (hereinafter "the Attorney General"), and the Respondent hereby enter into this Assurance of Voluntary Compliance ("Assurance") pursuant to Iowa Code § 714.16, the Iowa Consumer Fraud Act.

1. Respondent Compliance Processing Group, LLC has a principal place of business at 5899 Preston Rd., Suite 704, Frisco, TX 75034.

2. The term "Respondent" as used herein shall apply to Compliance Processing Group, LLC, as well as the company's employees, successors, principals, partners, affiliates, members, agents, representatives, subsidiaries, assigns, parent or controlling entities, and all other persons, corporations, agents, trusts or other entities acting in concert or participating with the company who have actual or constructive knowledge of this Assurance.

3. This Assurance constitutes a full and final resolution of any and all claims by the Attorney General against the Respondents for the alleged violations of the Iowa Consumer Fraud Act, Iowa Code § 714.16 ("CFA") outlined herein that occurred or may have occurred prior to the effective date of this Assurance. The effective date of this Assurance is the date that Respondent executes and returns it to the Attorney General.

### **ALLEGATIONS**

4. The Attorney General alleges the Respondent violated the Iowa Consumer Fraud Act, Iowa Code § 714.16 (“CFA”) by engaging in a government imposter scam targeting truck drivers as follows:

- a. The Respondent’s mailer solicitation of truck drivers deceptively implies it is sent by a government agency and that failure to respond could be punished with civil penalties.
- b. Additionally, even were it not technically deceptive, the Respondent’s business model is unfair under the CFA because it causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice may allegedly produce. The success of the Respondent’s business model depends upon exploitation of truck drivers who are attempting to be responsible, but who do not know submitting a required biennial report to the Federal Motor Carrier Safety Administration is easy and free.

The Respondent’s mailer and envelope the Attorney General alleges violate the CFA are attached to this Assurance as “Exhibit A.”

5. The Respondent denies that “Exhibit A” violated the CFA or that it, or (as applicable) its agents, owners, officers, directors, or employees engaged in acts or practices which had the tendency to mislead a substantial number of consumers as to a material fact or facts. This Assurance is not an admission of liability by the Respondent but resolves the dispute.

6. The Respondent understands and acknowledge that this settlement is binding as between it and the Consumer Protection Division of the Iowa Attorney General's Office and is not binding upon other Iowa regulatory agencies.

### **RESOLUTION**

7. The Respondent shall refrain, now and at all times in the future, from soliciting, offering, or selling products or services in any way related to government compliance to (a) one or more Iowa consumers or (b) that are conducted in whole or in part from any location in the State of Iowa. An "Iowa consumer" means any person with an Iowa address.

8. The Respondent agrees that if any Iowa consumers request services or products that would violate the provisions of this Assurance, it shall refuse to provide said products or services.

9. The Respondent agrees that any Iowa consumer who purchased a product or service from the Respondent who contacts the Respondent or the Attorney General within one year of the effective date of this Assurance to request a complete refund of all amounts paid to the Respondent shall be promptly refunded. Iowa consumers may request a refund for any reason whatsoever. The Respondent shall provide all refunds to those Iowa consumers who request them.

10. The Respondent shall process any Iowa consumer refund requests in good faith. Any failure on the part of the Respondent to promptly refund Iowa consumers who assert their rights to obtain a complete refund is a violation of this Assurance.

11. It is agreed that the Respondent shall comply with all requests from the Attorney General for information relating to compliance with this Assurance.

12. The Respondent agrees it shall not participate directly or indirectly in any activity to form or proceed as a separate entity, trust or corporation for the purpose of engaging in, or benefitting from, acts in Iowa or directed at Iowans that are prohibited by this Assurance or for

any other purpose which circumvents any part of this Assurance. It is agreed that Respondent's purchase or use of goods or services from vendors with Iowa operations is not a violation of this Assurance.

13. The Respondent agrees that any violation whatsoever by the Respondent of any requirement of this Assurance, in addition to whatever other legal remedies may be available, constitutes a violation of the Consumer Fraud Act, Iowa Code § 714.16 (CFA), and each such violation by the Respondent of this Assurance, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all of the remedies provided in the CFA.

14. It is further agreed that nothing herein shall be interpreted to create any private right of action for consumers that would not otherwise exist, nor to diminish any rights or remedial options available to consumers that would otherwise exist except as necessary to prevent double recovery by an individual consumer. Nothing contained in this Assurance shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity or agency.

15. The Attorney General's execution of this Assurance constitutes a settlement, and a release of the Respondent from any and all liability for conduct described in Paragraph 5 that (i) occurred prior to the final execution of this Assurance; and (ii) would violate the CFA; provided, the Attorney General may seek to enforce violations of this Assurance and nothing in this Assurance deprives the Respondent of any defense to a claim it has violated the CFA.

The undersigned, who have the authority to consent and sign on behalf of the Respondent and the Attorney General of Iowa, hereby consent to the form and contents of this Assurance. The undersigned parties also agree that transmission of their signatures by facsimile and/or electronic



mail shall have the same validity and enforceability as manually executed signatures.

Approved:

Date:

3/24/21

Compliance Processing Group, LLC Respondent

By:

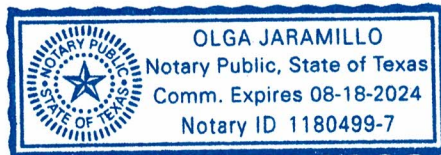
Robert Corrigan, Manager

State of Texas  
County of Collin

Before me, on this day personally appeared Robert Corrigan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of Compliance Processing Group, LLC.

Given under my hand and seal of office this 24 day March, 2021.

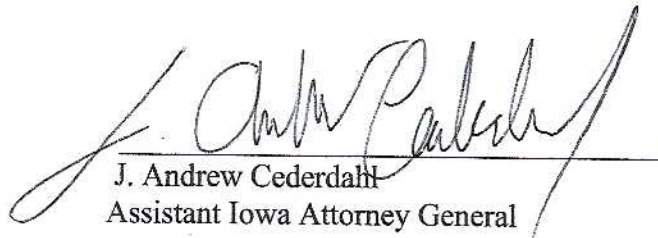
(Seal)



Olga Jaramillo  
Notary Public in and for  
The State of Texas

Approved:

Date: 3/24/2021

  
J. Andrew Cederdahl  
Assistant Iowa Attorney General



## **NON-COMPLIANCE NOTICE FOR U.S. DOT #2343617**

Your U.S. DOT number has been flagged for being **past due for 2020 and non-compliant** to complete the MCS-150 for your required Biennial Update. You must update it in the MONTH it is due to stay in compliance.

It is very important that you contact us immediately to get this completed. **Failure to complete a Biennial Update may result in deactivation of your U.S. DOT number as well as civil penalties of up to \$1000 per day, not to exceed \$10,000 and/or be put out of service per the FMCSA.**

Biennial Update due dates are determined by the last two digits of the U.S. DOT number, *not the date of your last update*. The last number indicates the month you are due, the second to last number indicates whether you are due in even or odd years.

*If you are no longer in business or using your U.S. DOT number, it is required that you file your MCS-150 one last time to formally deactivate your U.S. DOT number so that FMCSA/DOT is aware. This will stop any compliance notices you may be receiving and prevent fines if you are audited.*

To EXPEDITE the processing of your Biennial Update please visit our site at **[fmcsacomplianceprocessinggroup.com/expedite](http://fmcsacomplianceprocessinggroup.com/expedite)**

Or call us at

**888-248-2199, option 1**

**Hablamos Español - LLAMA AHORA 888-248-2199, opción 2**



*FMCSA Compliance Processing Group, LLC provides compliance services and training required by the U.S Department of Transportation/FMCSA but it is not the U.S Department of Transportation or FMCSA nor any other government agency.*

**EXHIBIT A**





Presorted  
STANDARD  
U.S. Postage  
**PAID**  
St. Pete, FL  
Permit No. 888  
D0269612

# IMPORTANT PAST DUE

NON-COMPLIANCE NOTICE FOR U.S. DOT #2343617



EXHIBIT A