

In the matter of	)	
	)	
PRODUCTS AT WORK, LLC,	)	ASSURANCE OF
a Virginia limited liability company; and	)	VOLUNTARY COMPLIANCE
	)	
YOLANDA MONROE,	)	
	)	
Respondents.	)	
	)	

Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance (“Assurance” or “AVC”) with Respondents Products At Work, LLC (“P.A.W.”) and Yolanda Monroe (aka Yolanda Deas) in order to resolve the Attorney General’s concerns that Respondents have engaged in telephone solicitation practices that violate the Iowa Consumer Fraud Act, Iowa Code § 714.16. Respondents deny wrongdoing or liability or any kind, but have agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General’s inquiry into possible Consumer Fraud Act violations by Respondents.

Respondents agree to the terms set forth below.

**IT IS THEREFORE AGREED** pursuant to Iowa R. Civ. P. 1.1501 *et seq.* and the Iowa Consumer Fraud Act, Iowa Code § 714.16, that Respondents, and each of them, and (as applicable) their directors, officers, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with one or both Respondents who have actual or constructive notice of the Court’s injunction shall permanently refrain from engaging in any course of advertising, solicitation, or sale directed to Iowa consumers (or directed to non-Iowans from an Iowa location) that involves telemarketing, direct mail, or express or implied representations that sales

or donations benefit the disabled or disadvantaged.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, Respondents, and each of them, shall refrain from directly or indirectly selling, renting, sharing, transferring, making available for use by others, or making any use whatsoever of the names and/or other identifying information of persons with Iowa addresses who were customers of P.A.W. at any time.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, Respondents pay to the Attorney General, no later than thirty (30) days after this AVC takes effect, the sum of \$5,000.00, \$4,000.00 of which is to be distributed in the sole discretion of the Attorney General to Iowa consumers who made multiple purchases from Products At Work, LLC, and \$1,000.00 of which it to be deposited by the Attorney General in the fund created by Iowa Code § 714.16A.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, Respondents and each of them make their best efforts to refund to Iowa customers of Respondents who affirmatively request refunds but do not receive refunds from the Attorney General under the foregoing paragraph.

**IT IS FURTHER AGREED** that a violation of this AVC is deemed a violation of the CFA for purposes of enforcement by the Attorney General.

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and Respondents hereby consent to the form and contents of this AVC, which is to take effect immediately upon execution by all signatories indicated below.

Date: 9-13-11 Yolanda R. Monroe  
Respondent Products At Work, LLC

Date: 9-13-11 Yolanda R. Monroe  
Respondent Yolanda Monroe

Date: 9/13/11 [Signature]  
Kellam T. Parks  
Counsel for Respondents

Date: 9/21/11 Steve St. Clair  
Steve St. Clair  
Assistant Iowa Attorney General