

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

**COLLEGE ADMISSIONS  
ASSISTANCE, LLC,**

Respondent.

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The office of the Iowa Attorney General and College Admissions Assistance, LLC (“Respondent”) hereby agree as follows:

This Assurance of Voluntary Compliance (“Assurance”) constitutes a full and final resolution of any and all claims by the Iowa Attorney General against Respondent for alleged violations of the Iowa Consumer Fraud Act, Iowa Code § 714.16 (“CFA”) that may have occurred prior to the effective date of this Assurance and relates to the acts and practices addressed herein.

Nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondent expressly denies. No part of this Assurance constitutes or shall be deemed to constitute an admission by Respondent that it has ever engaged in any conduct proscribed by this Assurance or that Respondent has failed to comply with any federal or state statute or regulation or the common law, and no payment required by this Assurance shall be deemed a penalty. This Assurance shall take effect when the last signature below is added (the “Effective Date”).

**IT IS THEREFORE AGREED** that Respondent, whether through principals, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, or any other persons, shall ensure and maintain compliance with the Iowa Consumer Fraud Act, Iowa Code § 714.16, and/or the Iowa Door-to-Door Sales Act, Iowa Code § 555A. Respondent, while specifically denying and not otherwise acknowledging or admitting it has ever engaged in any such conduct, hereby agrees it shall refrain from engaging or participating, directly or indirectly, in any form of marketing or sale of college-admissions-assistance-related services to Iowa residents or from an Iowa location that falsely represents (affirmatively or through omission), or that exaggerates the extent to which: attendance or participation in an educational group presentation, workshop, meeting, or other such event (hereinafter "CAA Event") is obligatory or required; a CAA Event is something other than a sales presentation by a for profit business; participation or attendance at a CAA Event is at no cost, without contemporaneously disclosing that the consumer will receive a sales presentation for services and will be asked to arrange payment for such services at the Event; persons invited to a CAA Event have been pre-qualified or specially selected to attend, or that Respondent possesses and/or has reviewed background information on persons invited; persons attending a CAA Event are subjected to significant screening at the event to determine whether they are qualified or otherwise suitable to receive Respondent's services; understanding or taking advantage of available resources and programs for funding a college education requires expert services of the kind Respondent provides; the purchase of Respondent's services can reasonably be expected to result in specified levels of scholarships, grants, loans, or other forms of financial support; school counselling services, college admission units, and other sources of free college-admissions-assistance-related

services are limited or inadequate; school counselling services, school teachers, or school administrators support the purchase of Respondent's services; and/or Respondent's employees or representatives occupy prominent business or civil leadership positions.

**IT IS FURTHER AGREED** that Respondent, while specifically denying and not otherwise acknowledging or admitting it has ever engaged in any such conduct, shall not conduct CAA Events involving the marketing of college-admissions-assistance-related services at which attendees are inappropriately pressured to commit to purchasing such services that day to avoid incurring an increased price.

**IT IS FURTHER AGREED** that, upon the request for cancellation and/or for a refund by any Iowa resident who contracted with Respondent for college-admission-assistance-related services prior to the entry of this Assurance, Respondent shall immediately cancel any remaining financial obligation and promptly make a proportionate refund based upon the passage of time reflecting the portion of that person's contracted term of services (including pre-cancellation periods of time) during which such services were unused; Respondent shall report to the Attorney General (the Consumer Protection Division) in writing each such request promptly upon receipt, and the manner in which the request was resolved promptly after resolution. In the event the Attorney General disagrees with the manner in which the request was resolved, the Attorney General shall endeavor to notify Respondent of such in writing within thirty (30) days of receipt of the report of resolution, and Respondent shall in that event be afforded an opportunity to respond in writing within ten (10) days of the Attorney General's notice; provided, however, that the Attorney General's good faith failure to provide such notice within thirty (30) days shall not constitute a waiver.

**IT IS FURTHER AGREED** that, upon a valid request for cancellation and/or for a refund by any Iowa resident who hereafter contracts with Respondent for college admission-related services, Respondent shall immediately cancel any remaining financial obligation and promptly make a proportionate refund based upon the passage of time reflecting the remaining portion of that person's contracted term of services; for the next five (5) years after the Effective Date, Respondent shall report to the Attorney General each such request promptly upon receipt, and the manner in which the request was resolved promptly after resolution. In the event the Attorney General disagrees with the manner in which the request was resolved, the Attorney General shall endeavor to notify Respondent of such in writing within thirty (30) days of receipt of the report of resolution, and Respondent shall in that event be afforded an opportunity to respond in writing within ten (10) days of the Attorney General's notice; provided, however, that the Attorney General's good faith failure to provide such notice within thirty (30) days shall not constitute a waiver.

**IT IS FURTHER AGREED** that Respondent shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance and/or for information relating to possible refunds to customers.


**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).

**IT IS FURTHER AGREED** that, for the next five (5) years after the Effective Date, Respondent shall notify the Attorney General of the date and location of each CAA Event planned for Iowa at least ninety (90) days in advance of the Event.

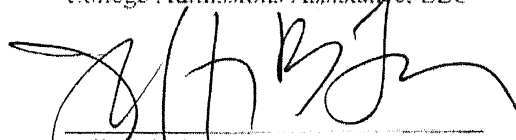
**IT IS FURTHER AGREED** that, in addition to whatever other legal remedies may be available, a material violation of this Assurance constitutes a violation of the Iowa Consumer Fraud Act, Iowa Code § 714.16 (2013), and each such violation by Respondent of this Assurance, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to a civil penalty in an amount to be determined by the court.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, Respondent pay to the Attorney General, at or before execution of this Assurance, \$25,000.00, in the manner instructed by the Attorney General, such sum to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16C.


Date: 4/24/15

  
College Admissions Assistance, LLC

Date: 4/22/15

  
Jeffrey B. Lang  
Lane & Waterman LLP  
Attorney for Respondent

Date: 4/24/15

  
Steve St. Clair  
Assistant Iowa Attorney General