

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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STATE OF IOWA *ex rel.*  
THOMAS J. MILLER,  
ATTORNEY GENERAL OF IOWA,

Plaintiff,

v.

MASS MARKETING, LLC; and  
JASON SHAW,

Defendants.

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Case No.: EQCE082732

**CONSENT JUDGMENT**

The court, having been presented by Assistant Attorney General Steve St. Clair with this Consent Judgment, finds and orders as follows:

1. This Consent Judgment, which has been approved by both Defendants as confirmed by their signatures below, is intended to resolve this litigation pursuant to Iowa Code section 714.16, the Iowa Consumer Fraud Act (CFA), and Iowa Code section 714.16A, the Older Iowans Act (OIA). For purposes of entry of this Consent Judgment, the above-captioned Defendants agree that any and all service or notice requirements relating to this Consent Judgment may be fully met through Plaintiff's prompt emailing of a file-stamped copy of this document to Defendants' counsel.

2. The court has jurisdiction of the parties and subject matter.

3. Defendants deny that they, or (as applicable) their agents, owners, officers, directors, or employees are legally responsible for any conduct in violation of the CFA or OIA, and this Consent Judgment is not an admission of liability by Defendants or by such other individuals or entities.

4. The court finds that this Consent Judgment should be entered based upon the representations made herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that pursuant to Iowa Rules of Civil Procedure 1.1501 *et seq.*, the CFA and the OIA, Defendants, and (as applicable) their directors, officers, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, parent or controlling entities (Defendants et al.), and all other persons, corporations and other entities acting in concert or participating with Defendants<sup>1</sup> who have actual or constructive notice of the court's injunction, are permanently restrained and enjoined from violating the CFA, and, without limiting the foregoing, in connection with direct and indirect participation in any online advertising:<sup>2</sup>

(A) Defendants shall retain for at least three years a complete copy of each offer (including modified versions of a previous offer) that is extended or made available to affiliates (aka publishers) or prospective affiliates. "Offer" for this purpose refers to any opportunity Defendants present directly or indirectly to affiliates or would-be affiliates to receive payment or anything of value for participating in efforts to promote sales online, and also includes all "creatives" (*i.e.*, information, materials, graphics, design elements, promotional features, or the like to be used to promote online sales) provided to or made available to affiliates or would-be affiliates in connection with such efforts.

(B) Defendants shall obtain from each affiliate marketer the name of a representative

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<sup>1</sup> Each requirement or obligation placed upon "Defendants" in this Consent Judgment applies to both Defendants and to each Defendant separately, unless the context otherwise requires.

<sup>2</sup> "Advertisement" (and variations such as "advertise") as used herein has the meaning found at Iowa Code section 714.16(1)(a), provided however that the term does not apply to advertising in connection with which Defendants have employed measures reasonably designed to prevent sales to Iowans.

of that marketer who acts as a contact person, and a reliable email address and mailing address for such representative, and Defendants shall retain such information for a period of at least three years.

(C) Defendants shall not provide to affiliate marketers information or source materials provided by an advertiser for use by such affiliates in promoting online sales unless and until Defendants have undertaken a reasonable effort to ensure that such information or materials are consistent with the obligations and requirements of Defendants' terms and conditions, and Defendants shall retain all such information and source materials for a period of at least three years.

(D) Defendants shall employ reasonable efforts to monitor the content of the advertising employed by affiliates pursuant to an arrangement with, or in coordination with, Defendants, and to the extent Defendants become aware of affiliate conduct that reasonably appears to violate the CFA, Defendants shall immediately cease all participation, direct or indirect, in such conduct, and shall take reasonable steps to ensure that the individuals and entities responsible for such conduct are no longer able to act as Defendants' affiliates.

(E) Defendants shall employ reasonable efforts to ensure that affiliates are not impersonating online media sites or otherwise deceptively attempting to present advertising content as if it were a news article, as if it were an unbiased or critical review, as if it were a survey conducted for non-promotional reasons, or as if it issued from a source other than its true source.

(F) To the extent that Defendants act directly or indirectly as an affiliate, Defendants shall comply with the standards of affiliate conduct Defendants are required to apply to affiliates pursuant to subparagraphs (D) and (E) above.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants pay the aggregate total of \$25,000.00 to the Iowa Attorney General, to be paid in five installments of \$5,000.00 due on or before the last day of each calendar month beginning with March 2018 and ending with July 2018; such total payment is to be applied by the Attorney General's office in its discretion to making full or partial refunds to Iowa consumers of amounts paid as a result of conduct attributable to Defendants, with the proviso that, to the extent any of this sum remains after reasonable efforts to effect refunds, the money that is not paid to consumers shall be deposited into the investigation and litigation fund created by Iowa Code section 714.16A.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the Consumer Fraud Act.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants cooperate with reasonable requests from the Office of the Iowa Attorney General for information relating to the conduct that gave rise to this Consent Judgment, and/or relating to Defendants' compliance with this Consent Judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Attorney General's execution of this Consent Judgment and its subsequent entry by the court constitutes a release of Defendants *et al.* from any and all liability for conduct that (i) occurred prior to entry of this Consent Judgment; and (ii) would violate one or more injunctive provisions herein if such conduct had occurred after entry of the Consent Judgment.

**IT IS FURTHER ORDERED** that the court retains jurisdiction to enforce this Consent Judgment.

**IT IS FURTHER ORDERED** that court costs shall be paid by Defendants.

Approved:

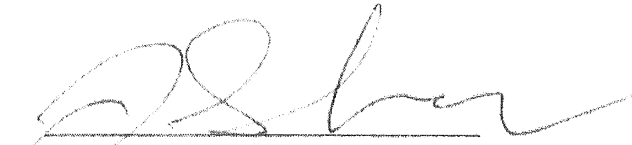
Date: 2/15/18



Signature of the authorized representative  
of Mass Marketing, LLC, whose name is  
printed below:

By: Jason Shaw  
(print name):

Date: 2/15/18

  
Jason Shaw

Date: 2/21/18



Steve St. Clair  
Assistant Attorney General



State of Iowa Courts

**Type:** STIPULATED DECREE

**Case Number**      **Case Title**  
EQCE082732      STATE OF IOWA ET AL VS MASS MARKETING LLC ET AL

So Ordered

A handwritten signature in cursive script that reads 'Jeanie Vaudt'.

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Jeanie Vaudt, District Court Judge,  
Fifth Judicial District of Iowa