

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Katherine J. Rehg, in her personal capacity,

and

Nathan Addesa, in his personal capacity,

and

Shannon T. Beekman, in her personal capacity,

Respondents.

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 Respondents enter into this Assurance of Voluntary Compliance ("Assurance") pursuant to Iowa Code § 714.16, the Iowa Consumer Fraud Act and the Older Iowans Act, Iowa Code § 714.16A.

1. Respondent Katherine J. Rehg is a resident of Marietta, Georgia. She is the manager of Direct Mail Processing, LLC and CEO of Rehg Data Assets, Inc.

2. Respondent Nathan Addesa is a resident of Roswell, Georgia. He was the Chief Operating Officer of Rehg Data Assets, Inc. and is its current President.

3. Respondent Shannon T. Beekman is a resident of Fayetteville, Georgia. She is an agent of Direct Mail Processing, LLC.

4. The term "Respondents" as used herein shall apply to Katherine J. Rehg, Nathan Addesa, and Shannon T. Beekman in their personal capacities, individually and collectively, as well as in

combination with all other persons other corporate entities acting in concert or participating with one or more of them.

5. This Assurance constitutes a full and final resolution of any and all claims by the Iowa Attorney General against the Respondents for the alleged violations of the Iowa Consumer Fraud Act, Iowa Code § 714.16 ("CFA") outlined in Paragraph 6 herein that occurred or may have occurred prior to the effective date of this Assurance.

ALLEGATIONS

6. The Attorney General alleges the Respondents violated the Iowa Consumer Fraud Act, Iowa Code § 714.16 ("CFA") and the Older Iowans Act, Iowa Code § 714.16A ("OIA"), by:

- a. engaging in a government imposter scam by sending Iowans misleading mail that falsely appeared to originate from a government entity; and
- b. targeting older Iowans in the scam.

7. The basis for the Attorney General's allegations is the mailer, attached as Exhibit "A," distributed to Iowa citizens, including Iowans sixty-five years of age and older.

8. The Respondents deny that the mailer identified at Exhibit "A" violated the CFA or OIA, or that they, or (as applicable) their 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 or otherwise illegally targeted "older persons" as defined and elaborated in Iowa Code § 714.16A.3. However, the parties recognize the existence of a dispute between them and approve this Assurance to resolve the dispute. This Assurance is not an admission of liability by them.

9. The Respondents understand and acknowledge that this settlement is binding as between them and the Consumer Protection Division of the Iowa Attorney General's Office and is not

binding upon other state regulatory agencies, including (but not limited to) the Iowa Insurance Division.

RESOLUTION

10. The Respondents shall refrain, now and at all times in the future, from using lead generation and all other product and service marketing tactics targeting (a) one or more Iowa consumers or (b) that are conducted in whole or in part from any location in the State of Iowa, which use the following features and tactics:

- a. Including depictions of actual or illustrative government buildings on any mailer envelopes or enclosed solicitations, including, but not limited to, the United States Capitol building;
- b. Using words and/or phrases on the envelopes or enclosed solicitations, which explicitly or impliedly create a false impression the mailer is sent from or endorsed by any governmental entity, department, or program, including, but not limited to the following words and phrases and any other similar variations of said words and phrases:
 - i. Official business
 - ii. Official notification
 - iii. Important information about your government benefit enclosed
 - iv. [year] Government Benefit Information
 - v. Regulated government program
 - vi. “As a resident of Iowa”
 - vii. “For Iowa citizens only”
 - viii. Usage of graphics which a recipient might reasonably believe relate to government forms, such as the following:

2019

1.

T-2

2.

- c. Using words and/or phrases on the envelopes or enclosed solicitations that explicitly or impliedly create a misleading sense of urgency or threaten punitive consequences for failing to respond, including, but not limited to the following words and phrases and any other similar variations of said words and phrases:
 - i. Second warning
 - ii. Final warning
 - iii. Respond immediately
 - iv. Public notice
 - v. For official use only
 - vi. Penalty for non-authorized use (and all other mail tampering warnings);
- d. Creating intermediary corporations that may or may not be named on the mailers that obscure the Defendants' involvement in the activities and/or otherwise act to mislead, confuse or obscure recipients about the persons and businesses sending or profiting from the mailers;
- e. Failing to identify the final entities or persons to which mailers inviting return of personal are or may be returned, and candidly disclosing the fact that information harvested from respondent Iowa consumers may be sold, transferred or otherwise used by for-profit solicitors;

- f. Failing to include, in a font size equal to or larger than the other substantive text of the mailer, identification of both a website and telephone number the Iowa recipient or his/her fiduciary or agent can call to “opt out” of future solicitations delivered by the Defendants; and
- g. Failing to include a reasonable disclaimer. All the Defendants’ solicitation and lead generation mailers shall include a prominent disclaimer, located within the materials in a manner designed to be effective and in bolded, 12-point font or greater, reading:
“[Applicable business or person sending mailer] is a **for-profit business not associated with or endorsed by Medicare or any other governmental entity, program or benefit.**”

11. The Respondents agree that if their clients or potential clients request services or products that violate the provisions of this Assurance, they shall refuse to provide said services.

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

13. The Respondents agree they 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.

14. Respondents agree that any violation whatsoever by the Respondents 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 a Respondents 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. The Respondents consent to the jurisdiction and venue of the Polk County District Court, Des Moines, Iowa, in the event the Attorney General files any such enforcement action against the Respondents for alleged violations of this Assurance.

15. 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, including the Iowa Insurance Division.

16. The Attorney General's execution of this Assurance constitutes a settlement, and a release of the Respondents from any and all liability for conduct described in Allegation Paragraph 6 that (i) occurred prior to the final execution of this Assurance; and (ii) would violate the CFA and OIA. The Attorney General may seek to enforce violations of this Assurance.

The undersigned, who have the authority to consent and sign on behalf of the Respondents 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: 11/11/20

Katherine Rehg
Respondent in her personal capacity

STATE OF GA)
) ss:
COUNTY OF Cobb)

Subscribed and sworn to by Katherine Rehg before the undersigned notary public in and for the state of GA on this 11th day of November, 2020.



Notary Public in and for the State of GA

Approved:

Date: 11/30/2020

A handwritten signature in cursive script that reads "J. Andrew Cederdahl". The signature is written in black ink and is positioned above a horizontal line.

J. Andrew Cederdahl
Assistant Iowa Attorney General