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THE HONORABLE JAMES L. ROBERT

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

STATE OF WASHINGTON,  
  
Plaintiff,

NO. 2:14-cv-01451-JLR

v.

CONSENT DECREE

INTERNET ORDER LLC also doing  
business as STROLL and  
PIMSLEURAPPROACH.COM, a  
Maryland Limited Liability Company;  
and DANIEL ROITMAN, individually  
and on behalf of his marital  
community, as Chief Executive Officer  
of INTERNET ORDER LLC,  
  
Defendants.

Plaintiff, State of Washington, acting by Attorney General Robert W. Ferguson, (herein referred to as "Plaintiff), filed a Complaint in the above-captioned action (herein referred to as the "Complaint") pursuant to the Restore Online Shoppers' Confidence Act, 15 U.S.C. § 8403 (1)-(3) ("ROSCA"), RCW 19.86, the Consumer Protection Act, and RCW 19.56.020, the Unsolicited Goods Act, against Defendants, Internet Order LLC, d/b/a Stroll, and d/b/a Pimsleurapproach.com (herein referred to as "IO"); and Daniel Roitman, individually, and as

1 Chief Executive Officer of Internet Order LLC (herein referred to as "Roitman"). IO and  
2 Roitman are collectively referred to as "Defendants."

3 Plaintiff and Defendants do hereby consent to the entry of this Consent Decree and its  
4 provisions (herein referred to as the "Consent Decree" and/or "Judgment").<sup>1</sup>

5 This Consent Decree is entered into by Defendants freely and voluntarily and with full  
6 knowledge and understanding of the nature of the proceedings and the obligations and duties  
7 imposed upon it by this Consent Petition. Defendants consent to the entry of this Consent  
8 Petition without further notice unless Defendants and/or their counsel are required to make an  
9 appearance before the Court in connection with its entry. No offer, agreements or inducements  
10 of any nature whatsoever have been made to Defendants by Plaintiff or its attorneys or any  
11 employee of the Washington Office of Attorney General to procure this Consent Decree other  
12 than those set forth herein.

13 In the event the Court shall not approve this Consent Decree, this Consent Decree shall  
14 be of no force and effect.

15 Plaintiff and Defendants hereby stipulate that this Consent Decree shall act as a  
16 permanent injunction issued under 15 U.S.C. § 8405(a) of ROSCA, and RCW 19.86.080 of the  
17 Washington Consumer Protection Act.

18 **I. GENERAL**

19 1.1 Jurisdiction. This Court has jurisdiction over the subject matter of this action  
20 and the parties. This Court has jurisdiction over Defendants for the purpose of entering into  
21 and enforcing this Consent Decree. Jurisdiction is retained by this Court for the purpose of  
22 enabling the parties to this Consent Decree to apply to this Court for such further orders and  
23 directions as may be necessary or appropriate for the construction, modification or execution of

24 <sup>1</sup> At or about the same time that this Consent Decree is being filed with the United States District Court,  
25 Western District of Washington, the Commonwealth of Pennsylvania will be filing a Consent Petition with  
26 Defendants to settle the pending lawsuit captioned *Commonwealth of Pennsylvania v. Internet Order LLC d/b/a*  
*Stroll et al. and Daniel Roitman, No. 02866*, in the Court of Common Pleas of Philadelphia County, with similar  
terms. Additionally, the State of New York will be entering into an Assurance of Discontinuance with  
Defendants, also with similar terms.

1 this Consent Decree, including the enforcement of compliance and penalties for violation.  
2 Plaintiff's Complaint in this matter asserts claims under the provisions of ROSCA , RCW  
3 19.86, the Consumer Protection Act, and RCW 19.56.020, the Unsolicited Goods Act.

4 1.2 Defendants. For purposes of this Consent Decree the term "Defendants", where  
5 not otherwise specified, shall mean Internet Order LLC, d/b/a Stroll, and d/b/a  
6 Pimsleurapproach.com; and Daniel Roitman, individually, and as Chief Executive Officer of  
7 Internet Order LLC.

8 1.3 Definitions. For the purposes of this Consent Decree, the following definitions  
9 apply:

10 (a) "Account Information" means any information that would enable  
11 Defendants to cause a charge to be placed on or against a customer's account, whether credit,  
12 debit, or any other kind of account or method of billing.

13 (b) "Advanced-Level Course(s)" means any Language Learning Method  
14 good or service, including but not limited to a Pimsleur Gold Level course, that is sold through a  
15 Negative Option Offer or Negative Option Plan, and that is offered in conjunction with or in  
16 addition to a primary good or service, including, but not limited to the Quick and Simple CD set.

17 (c) "Automatic Renewal Plan(s)" means an offer or plan in which the  
18 Defendants automatically renew a contract at the end of a fixed period unless the consumer  
19 cancels or instructs that the offer or plan should not be renewed. For purposes of this Consent  
20 Decree, an Automatic Renewal Plan shall be considered a Negative Option Offer or a Negative  
21 Option Plan.

22 (d) "Clear and Conspicuous" or "Clearly and Conspicuously":

23 (i) when referring to a written statement, disclosure, or any other  
24 information, means that such statement, disclosure, or other information, by whatever medium  
25 communicated, (a) is readily noticeable and readable (b) is in readily understandable language  
26 and syntax (c) is in a type size, font, appearance and location sufficiently noticeable for a

1 consumer to read and comprehend it, in a print that contrasts with the background against  
2 which it appears, (d) is in contrasting type, font or color to the surrounding text of the same  
3 size, and (e) is visually distinguished from the surrounding text of the same size by a border,  
4 symbols or other marks. If such statement, disclosure, or other information is necessary as a  
5 modification, explanation or clarification to other information with which it is presented, it  
6 must be presented in Direct Proximity to the information it modifies in a manner that is readily  
7 noticeable and understandable.

8 (ii) As to statements, disclosures, or any other information made or  
9 presented orally, "Clear and Conspicuous" or "Clearly and Conspicuously" shall mean that  
10 such statements, disclosures, or other information shall be delivered (a) in readily  
11 understandable language and syntax and (b) in a volume, audibility, and cadence sufficient for  
12 the consumer to hear, comprehend, and understand the entire statement, disclosure or such  
13 other information.

14 (iii) As to statements, disclosures, or any other information made or  
15 presented on the Internet or other web-based applications or services, in addition to the other  
16 requirements stated herein, "Clear and Conspicuous" or "Clearly and Conspicuously" shall  
17 mean that such statements, disclosures, or any other information shall be placed in locations on  
18 the same webpage if doing so allows for the statement, disclosure, or other information to be  
19 readily noticeable and understandable. Such statement, disclosure, or other information shall  
20 be (a) sufficiently prominent and readily seen, (b) in text that can be easily read and understood  
21 by the reader, and (c) placed on the webpage in a position in Direct Proximity to the offer, term  
22 or limitation.

23 If placing the statement, disclosure, or other information on the same webpage does not  
24 allow such statement, disclosure, or other information to be readily noticeable and  
25 understandable, such statement, disclosure, or other information shall be placed on a webpage  
26 which is no more than one hyperlink from the webpage where the offer, term or limitation to

1 | which it relates appears. In such situation where a hyperlink is used to lead to a disclosure, the  
2 | link shall be (a) sufficiently prominent and readily seen, (b) in text that can be easily read and  
3 | understood by the reader, and (c) placed on the same webpage where the offer, term or  
4 | limitation to which is relates appears, in a position in Direct Proximity to the offer, term or  
5 | limitation. However, with regards to a consumer entering into a Negative Option Offer or  
6 | Negative Option Plan, the following must be placed on the same webpage as the offer, term or  
7 | limitation to which it relates, and shall not be included in a hyperlink; (a) notification that the  
8 | Negative Option Offer or Negative Option Plan requires that the consumer will receive  
9 | additional goods or services that are generally identified (e.g. Advanced-Level Language  
10 | Learning CDs), and will incur an obligation to pay additional amounts for the additional goods  
11 | or services if the consumer does not take affirmative action to cancel within a certain amount  
12 | of time; (b) the frequency of each shipment for all initial and additional goods and services; (c)  
13 | the frequency and cost of each installment for all initial and additional goods or services; (d)  
14 | the amount of time within which affirmative action to cancel must be taken by the consumer to  
15 | avoid billing; (e) the process which the consumer must use to initiate the process to cancel; and  
16 | (f) any costs to the consumer associated with returning goods or services.

17 | Further, a disclosure of information is not Clear and Conspicuous if, among other  
18 | things, it is obscured by the background against which it appears, or the net impression of the  
19 | statement, disclosure, or other information is inconsistent with, contrary to, or in mitigation of  
20 | the disclosure itself. Statements of limitation must be set out in close conjunction and  
21 | proximity with the benefits described such that they are readily noticeable, readable and  
22 | understandable or with appropriate captions of such prominence that statements of limitation  
23 | are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with  
24 | the context of the statement so as to be confusing or misleading.

25 | (e) "Consumer Protection Law" means the Washington Consumer  
26 | Protection Act, RCW 19.86 et seq and the Unsolicited Goods Act, RCW 19.56.020.

1 (f) "Continuity Plan(s)" means an offer or plan in which the consumer  
2 agrees in advance to receive periodic shipments of goods or provision of services, and the  
3 consumer will continue to receive shipments or services and incur charges until the consumer  
4 takes steps to cancel the offer or plan. For purposes of this Consent Decree, a Continuity Plan  
5 shall be considered a Negative Option Offer or a Negative Option Plan.

6 (g) "Direct Proximity" means that a term is disclosed immediately above,  
7 beneath or adjacent to the relevant content.

8 (h) The "Effective Date" of this Consent Decree shall mean the date the  
9 United States District Court, Western District of Washington, approves the terms of this  
10 Consent Decree, unless otherwise noted.

11 (i) "Express Informed Consent" shall mean affirmative consent expressly  
12 indicated by a consumer to enter into a Negative Option Offer or Negative Option Plan after  
13 Clear and Conspicuous disclosure of all material facts, terms and conditions of the Negative  
14 Option Offer or Negative Option Plan. A pre-checked box shall not be considered evidence of  
15 Express Informed Consent.

16 (i) In order to constitute Express Informed Consent, it shall also be  
17 required that the consumer performs additional affirmative actions as follows:

18 A. For all written offers (including through the Internet or  
19 other web-based applications or services): the consumer must affirmatively sign, click a button  
20 or electronically sign in order for the consumer to accept a Negative Option Offer or enter into  
21 a Negative Option Plan. Immediately above such signature line, button or electronic signature,  
22 Defendants shall Clearly and Conspicuously disclose that, in addition to the initial offer, the  
23 consumer is agreeing that he or she will be obligated to receive and pay additional amounts for  
24 generally identified additional goods or services (e.g. Advanced-Level Language Learning  
25 CDs) and that the financial account, credit card, or debit card provided by the consumer to  
26

1 Defendants will automatically be billed, if the consumer does not take affirmative action to  
2 cancel within a certain amount of time.

3 B. For all oral offers and Saves: a recording of the entire  
4 transaction, including the sales representations, evidencing the consumer's clear, unambiguous,  
5 and unequivocal agreement to accept or continue the Negative Option Offer or enter into the  
6 Negative Option Plan. The recording must demonstrate that the Defendants have Clearly and  
7 Conspicuously disclosed all material facts, terms and conditions of the Negative Option Offer  
8 or Negative Option Plan, including but not limited to the following: (1) notification that the  
9 Negative Option Offer or Negative Option Plan requires that the consumer will receive  
10 additional goods or services and will incur an obligation to pay additional amounts for the  
11 additional goods or services if the consumer does not take affirmative action to cancel within a  
12 certain amount of time; (2) the description of each initial and additional good or service that is  
13 part of the Negative Option Offer or Negative Option Plan if the consumer does not take any  
14 action to cancel after their initial Express Informed Consent; (3) the total price of each initial  
15 and additional good or service that is part of the Negative Option Offer or Negative Option  
16 Plan; (4) the frequency of each shipment for all initial and additional goods and services; (5)  
17 the frequency and cost of each installment for all initial and additional goods or services; (6)  
18 the amount of time within which affirmative action to cancel must be taken by the consumer to  
19 avoid billing; (7) refund, return, or cancellation policies; (8) the process which the consumer  
20 must use to cancel; and (9) any costs to the consumer associated with returning goods or  
21 services. From the Effective Date of this Consent Decree, forward, Defendants shall hold and  
22 maintain all such recordings for a period of three (3) years, and if Plaintiff or the consumer  
23 requests a copy of such recording, Defendants shall provide a copy of the recording to Plaintiff  
24 or the consumer within fifteen (15) days of the request.

25 (j) "Free-to-pay Conversion Offer(s)" and/or "Free-to-pay Conversion  
26 Plan(s)" means an offer or agreement or a contractual plan or arrangement to sell or provide any

1 goods or services, under which a consumer receives a good or service for free or for a nominal  
2 amount for an initial or some other period of time and will incur an obligation to pay for or pay  
3 additional amounts for the goods or services or additional goods or services if the consumer does  
4 not take affirmative action to cancel before the end of the initial or some other period of time.  
5 For purposes of this Consent Decree, a Free-to-pay Conversion Offer or a Free-to-pay  
6 Conversion Plan shall be considered a Negative Option Offer or Negative Option Plan.

7 (k) "Language Learning Method" means any goods or services related to  
8 Defendants' Pimsleur language learning method.

9 (l) A "material fact(s)," "material term(s)," "material condition(s)," or any  
10 similar phrase or combination of words or phrases is any fact, condition or term that, if known and  
11 understood by the consumer, would have been important to a consumer making a purchasing  
12 decision. A "material limitation" means a term or condition that necessarily affects a consumer's  
13 ability to obtain an offer as advertised. With regards to a consumer entering into a Negative Option  
14 Offer or Negative Option Plan, "material fact(s)," "material term(s)," "material condition(s)," or  
15 any similar phrase or combination of words or phrases also include, but are not limited to, (i)  
16 notification that the Negative Option Offer or Negative Option Plan requires that the consumer  
17 will receive additional goods or services that are generally identified (e.g. Advanced-Level  
18 Language Learning CDs), and will incur an obligation to pay additional amounts for the additional  
19 goods or services if the consumer does not take affirmative action to cancel within a certain amount  
20 of time; (ii) the frequency of each shipment for all initial and additional goods and services; (iii) the  
21 frequency and cost of each installment for all initial and additional goods or services; (iv) the  
22 amount of time within which affirmative action to cancel must be taken by the consumer to avoid  
23 billing; (v) refund, return, or cancellation policies; (vi) the process which the consumer must use to  
24 cancel; and (vii) any costs to the consumer associated with returning goods or services.

25 (m) "Negative Option Offer(s)" and/or "Negative Option Plan(s)" means, in  
26 an offer or agreement to sell or provide any goods or services, a provision under which the



1 consumer's silence or failure to take an affirmative action to reject goods or services or to  
2 cancel the agreement is interpreted by Defendants as acceptance of the offer, including but not  
3 limited to, any and all Free-to-pay Conversion Offers and Free-to-pay Conversion Plans, Pre-  
4 Notification Negative Option Plans, Continuity Plans, and Automatic Renewal Plans.

5 (n) "Pre-Notification Negative Option Plan(s)" means an offer or plan in  
6 which a consumer receives periodic notices offering goods or services and will receive the  
7 goods or services and incur a charge unless the consumer specifically rejects the offer or plan.

8 For purposes of this Consent Decree, a Pre-Notification Negative Option Plan shall be  
9 considered a Negative Option Offer or Negative Option Plan.

10 (o) "Save(s)" means the process, or the result of a process, employed by  
11 Defendants to retain a consumer as a customer in a Negative Option Offer or Negative Option  
12 Plan, when the consumer contacts Defendants to cancel or inquire about his or her account, plan,  
13 or arrangement during a Negative Option Offer or Negative Option Plan, and Defendants attempt  
14 to retain the consumer as a customer in a Negative Option Offer or Negative Option Plan.

## 15 II. INJUNCTIONS

16 2.1 Injunctions as to IO. Upon the Effective Date of this Consent Decree, IO and  
17 its successors, assigns, transferees, officers, agents, servants, employees, representatives,  
18 attorneys, independent contractors, and all other persons or entities acting on IO's behalf  
19 and/or in active concert or participation with IO, including but not limited to their affiliate  
20 marketers and third parties over whom IO has actual or constructive control, who are  
21 authorized to provide customer services for, market, promote, advertise, offer for sale, and/or  
22 sell any of IO's goods or services, and/or who are involved in any way with addressing  
23 consumer complaints, and/or who are involved in any way with designing or maintaining IO's  
24 websites that sell goods or services, shall be permanently and forever enjoined, restrained and  
25 bound from directly or indirectly engaging in the prohibited practices set forth herein and  
26

1 further permanently required to directly or indirectly satisfy the affirmative requirements set  
2 forth herein:

3 (a) In connection with the marketing, promoting, advertising, sale, offering  
4 for sale, or distribution of goods or services through a Negative Option Offer or Negative  
5 Option Plan, and/or displaying or offering on any website that is owned, operated, and/or  
6 controlled by IO (herein referred to as "IO's websites") or on any third-party website over  
7 which IO has actual or constructive control that is engaged in marketing, promoting,  
8 advertising, selling, offering for sale or distribution any of IO's goods or services any offer or  
9 plan for goods or services involving a Negative Option Offer or Negative Option Plan, IO shall  
10 obtain the consumer's Express Informed Consent to any such Negative Option Offer or  
11 Negative Option Plan as defined in Paragraph 1.3(i) above herein.

12 (b) In connection with the marketing, promoting, advertising, sale, offering  
13 for sale, or distribution of goods or services through a Negative Option Offer or Negative  
14 Option Plan, and/or displaying or offering on any of IO's websites or on any third-party  
15 website over which IO has actual or constructive control that is engaged in marketing,  
16 promoting, advertising, selling, offering for sale or distribution any of IO's goods or services  
17 any offer or plan for goods or services involving a Negative Option Offer or Negative Option  
18 Plan, IO shall Clearly and Conspicuously disclose material facts, terms and conditions of the  
19 Negative Option Offer or Negative Option Plan, including, but not limited to, the following:

20 (i) notification that the Negative Option Offer or Negative Option  
21 Plan requires that the consumer will receive additional goods or services that are generally  
22 identified (e.g. Advanced-Level Language Learning CDs), and will incur an obligation to pay  
23 additional amounts for the additional goods or services if the consumer does not take  
24 affirmative action to cancel within a certain amount of time;

1 (ii) the description of each initial and additional good or service that  
2 is part of the Negative Option Offer or Negative Option Plan if the consumer does not take any  
3 action to cancel after the initial Express Informed Consent;

4 (iii) the frequency of each shipment for all initial and additional  
5 goods and services;

6 (iv) the frequency and cost of each installment for all initial and  
7 additional goods or services;

8 (v) the amount of time within which affirmative action to cancel  
9 must be taken by the consumer to avoid billing;

10 (vi) refund, return, or cancellation policies;

11 (vii) the process which the consumer must use to cancel; and

12 (viii) any costs to the consumer associated with returning goods or  
13 services.

14 (c) IO shall not transmit, use or charge, directly or indirectly, any  
15 consumer's financial Account Information for any purpose other than the purpose for which  
16 the consumer has given Express Informed Consent.

17 (d) When offering or selling its goods and services on or through the  
18 Internet or other web-based applications which include a Negative Option Offer or Negative  
19 Option Plan, if IO includes a billing summary on a webpage at the conclusion of the  
20 consumer's order, such billing summary shall Clearly and Conspicuously disclose material  
21 facts, terms and conditions of the Negative Option Offer or Negative Option Plan, including,  
22 but not limited to, the following:

23 (i) notification that the Negative Option Offer or Negative Option  
24 Plan requires that the consumer will receive additional goods or services that are generally  
25 identified (e.g. Advanced-Level Language Learning CDs), and will incur an obligation to pay  
26

1 additional amounts for the additional goods or services if the consumer does not take  
2 affirmative action to cancel within a certain amount of time;

3 (ii) the description of each initial and additional good or service that  
4 is part of the Negative Option Offer or Negative Option Plan if the consumer does not take any  
5 action to cancel after the initial Express Informed Consent;

6 (iii) the frequency and cost of each installment for all initial and  
7 additional goods or services;

8 (iv) the total price (defined as the total cost to the consumer after  
9 adding up any partial payments) of each initial and additional good or service that is part of the  
10 Negative Option Offer or Negative Option Plan;

11 (v) the amount of time within which affirmative action to cancel  
12 must be taken by the consumer to avoid billing;

13 (vi) refund, return, or cancellation policies;

14 (vii) the process which the consumer must use to cancel; and

15 (viii) any costs to the consumer associated with returning goods or  
16 services.

17 (e) For all Negative Option Offers or Negative Option Plans, IO shall  
18 confirm in writing a consumer's order prior to shipping the initial goods or services. For  
19 purposes of this Paragraph, "confirm" and/or "confirmation" shall mean (i) sending an email to  
20 the email address provided by the consumer at the time of his or her order, when an email  
21 address is provided to IO by the consumer; or (ii) for all other orders, mailing an order  
22 summary to the address provided by the consumer within twenty four (24) hours of the  
23 consumer placing the order, but in no case less than thirty (30) days prior to any date required  
24 by IO for the consumer to send notice to IO that IO should not send or provide additional  
25 goods or services to the consumer beyond, or in addition to, the goods or services to be initially  
26 received by the consumer under the offer or plan. Such confirmation shall Clearly and

1 Conspicuously disclose material facts, terms and conditions of the Negative Option Offer or  
2 Negative Option Plan, including, but not limited to, the following:

3 (i) notification that the Negative Option Offer or Negative Option  
4 Plan requires that the consumer will receive additional goods or services that are generally  
5 identified (e.g. Advanced-Level Language Learning CDs), and will incur an obligation to pay  
6 additional amounts for the additional goods or services if the consumer does not take  
7 affirmative action to cancel within a certain amount of time;

8 (ii) the description of each initial and additional good or service that  
9 is part of the Negative Option Offer or Negative Option Plan if the consumer does not take any  
10 action to cancel after the initial Express Informed Consent;

11 (iii) the frequency and cost of each installment for all initial and  
12 additional goods or services;

13 (iv) the total price (defined as the total cost to the consumer after  
14 adding up any partial payments) of each initial and additional good or service that is part of the  
15 Negative Option Offer or Negative Option Plan;

16 (v) the amount of time within which affirmative action to cancel  
17 must be taken by the consumer to avoid billing;

18 (vi) refund, return, or cancellation policies;

19 (vii) the process which the consumer must use to cancel; and

20 (viii) any costs to the consumer associated with returning goods or  
21 services.

22 Notwithstanding the foregoing, IO shall not have to provide a  
23 confirmation if, despite a request from IO, the consumer has not and/or will not provide an  
24 email address and a mailed confirmation would arrive at the same time as a shipment  
25 containing an order summary.  
26

1 (f) IO shall honor any stated or published cancellation, return and/or refund  
2 policies.

3 (g) For all Negative Option Offers or Negative Option Plans, IO shall  
4 Clearly and Conspicuously disclose, display and label procedures on IO's websites that permit  
5 the consumer to (i) cancel and stop any recurring shipments; (ii) cancel and stop any recurring  
6 charges; (iii) return goods or services during any trial period; and (iv) request refunds for any  
7 of IO's goods or services. IO shall not impede the effective operation of cancellation  
8 procedures and shall employ cancellation procedures that allow the consumer to effectively  
9 cancel any and all Negative Option Offers or Negative Option Plans. If IO requires consumers  
10 to request a refund or cancel a Negative Option Offer or Negative Option Plan through the use  
11 of a phone number, IO shall include a toll-free number.

12 (h) IO shall not impede the consumer's ability to return goods or services to  
13 IO during a "free", "no risk", "risk free", or initial trial period. IO shall accept all returns of  
14 goods or services made by a consumer during a "free", "no risk", "risk free", or initial trial  
15 period, regardless of the shipping method used, and as long as IO can reasonably identify the  
16 sender and the products being returned. IO shall permit return of goods or services in  
17 accordance with the disclosed return terms and conditions of IO.

18 (i) If IO offers goods or services for "free," "risk free," at "no risk," or with  
19 other words that have substantially the same meaning, to consumers, the offered goods or  
20 services shall be free, risk free, and at no risk to the consumer.

21 (j) IO shall not charge a restocking fee, restocking charge or liquidated  
22 damages fee for the return of goods or services during any "free," "risk free," "no risk," or  
23 other trial period, or other similarly-denominated trial period. After any "free," "risk free," "no  
24 risk," or other similarly-denominated trial period, IO may charge a restocking fee, restocking  
25 charge or liquidated damages fee only if (i) IO does not charge the consumer for the purchase  
26 of the good or service being returned; or (ii) in the case that IO has charged the consumer for

1 the purchase of the good or service being returned, IO will provide a full refund of any monies  
2 IO charged to the consumer for the purchase of the good or service being returned within  
3 fourteen (14) days of IO receiving the returned good or service. Such restocking fee,  
4 restocking charge or liquidated damages fee shall not exceed 10% of the price of the good or  
5 service ordered by the consumer, if such fee or charge and the amount of such fee or charge are  
6 allowed by law. Any restocking fee or charge or liquidated damages fees must be Clearly and  
7 Conspicuously disclosed to the consumer prior to the consumer incurring any financial  
8 obligation.

9 (k) In attempting to Save a consumer who contacts IO regarding a Negative  
10 Option Offer or Negative Option Plan, IO shall not engage in any conduct which would  
11 constitute a violation of the Consumer Protection Law, including, but not limited to, the  
12 following:

13 (i) Making any misrepresentations, engaging in any deceptive  
14 conduct, and/or engaging in any conduct in which may cause a likelihood of confusion or  
15 misunderstanding;

16 (ii) Failing to obtain the consumer's Express Informed Consent to  
17 any material additions, modifications or changes to his or her purchase(s), order(s) and/or  
18 subscription(s);

19 (iii) Failing to Clearly and Conspicuously disclose to the consumer  
20 all material facts, terms and conditions related to any additions, modifications or changes to the  
21 consumer's initial purchase(s), order(s) and/or subscription(s) to IO's goods or services,  
22 including, but not limited to, the price of the such products or services, the existence of a free  
23 trial period, if any, and the duration and termination date thereof; and

24 (iv) If requested by the consumer, failing to confirm any additions,  
25 modifications or changes to the consumer's purchase(s), order(s) and/or subscription(s) via e-  
26 mail, or via regular mail when an email address is not provided to IO by the consumer, as set

1 | forth in Paragraph 2.1(e) herein above. In addition, regardless of whether the consumer  
2 | requests written confirmation, IO shall confirm any additions, modifications or changes to the  
3 | consumer's purchase(s), order(s) and/or subscription(s) via e-mail, as set forth in Paragraph  
4 | 2.1(e) herein above, if the expiration date for a trial period has been extended. From the  
5 | Effective Date of this Consent Decree, forward, IO shall hold and maintain all recordings  
6 | related to attempts to Save a consumer who contacts IO regarding a Negative Option Offer or  
7 | Negative Option Plan for a period of three (3) years, and if Plaintiff or the consumer requests a  
8 | copy of such recording, IO shall provide a copy of the recording to Plaintiff or the consumer  
9 | within fifteen (15) days of the request.

10 |           (1) IO shall include an invoice in all shipments containing goods or services  
11 | delivered to the consumer. The invoice shall be included with the shipment of goods or  
12 | services in a manner and location such that the invoice is sufficiently noticeable to the  
13 | consumer compared to any items or documents contained with the shipment, and is readily  
14 | apparent to the consumer. The invoice shall Clearly and Conspicuously disclose material facts,  
15 | terms and conditions of the Negative Option Offer or Negative Option Plan, including, but not  
16 | limited to, the following:

17 |           (i) notification that the Negative Option Offer or Negative Option  
18 | Plan requires that the consumer will receive additional goods or services that are generally  
19 | identified (e.g. Advanced-Level Language Learning CDs), and will incur an obligation to pay  
20 | additional amounts for the additional goods or services if the consumer does not take  
21 | affirmative action to cancel within a certain amount of time;

22 |           (ii) the frequency and cost of each installment for all initial and  
23 | additional goods or services;

24 |           (iii) the total price (defined as the total cost to the consumer after  
25 | adding up any partial payments) of each initial and additional good or service that is part of the  
26 | Negative Option Offer or Negative Option Plan;



1 (iv) the procedure for a consumer to cancel any of IO's goods or  
2 services, and the toll-free number, if applicable, for consumers which can be used to cancel;

3 (v) the procedure for a consumer to return IO's goods or services, as  
4 well as any costs or fees associated with the return, if any exist and are authorized by the terms  
5 of this Consent Decree; and

6 (vi) the time period within which the consumer must cancel and  
7 return the product or service in order to avoid being charged for it.

8 (m) IO shall not engage in any conduct, including collection activities, which  
9 are in violation of the Consumer Protection Law, including but not limited to the following:

10 (i) Misrepresenting the character, amount or legal status of the  
11 consumer's debt to Defendants;

12 (ii) Threatening to take any action that cannot legally be taken or is not  
13 intended to be taken; and

14 (iii) Using a Social Security Number, whether real or fictitious, full or  
15 partial, in collection notices to consumers, including, but not limited to, captioning collection  
16 letters with "SSN \*\*\* \*\* \*\*\*\*," or otherwise use any number or other information of a  
17 consumer in a manner intended to convey that IO may take action using that number or  
18 information that cannot legally be taken or that has never been taken as a matter of IO's  
19 practice. Defendants shall not use or disclose a Social Security Number of any person or a Tax  
20 Identification Number of any entity which use or disclosure would be contrary to any law,  
21 regulation or rule.

22 (n) IO shall not impede the effective, simple operation of disclosed  
23 cancellation procedures which allow a consumer to effectively cancel their participation in the  
24 Negative Option Offer or Negative Option Plan and stop any recurring charges to the  
25 consumer. IO shall provide simple cancellation procedures to consumers, and Defendants shall  
26

1 not create unfair or deceptive barriers to cancellation of any Negative Option Offer or Negative  
2 Option Plan.

3 (o) IO shall not make any misrepresentations, cause a likelihood of confusion  
4 or misunderstanding, or omit material facts, terms and/or conditions in the context or the  
5 advertising, marketing, sales or invoicing of goods or services, including but not limited to  
6 misrepresentations regarding or related to the price of goods or services, price reductions, the  
7 amount of risk involved, the urgency of an offer, including its limited duration, or any limitations  
8 as to the time in which the consumer needs to act in order to obtain the represented terms.

9 (p) IO shall not make any misrepresentations, cause a likelihood of  
10 confusion or misunderstanding, or omit material facts, terms and/or conditions of any Negative  
11 Option Offer or Negative Option Plan with regard to any invoices, billing documents, shipping  
12 documents or other statements, including but not limited to, misrepresenting that the  
13 consumer's cost for a good or service is less than it actually is, or misrepresenting that a  
14 consumer's total order is "\$0" in its invoices, billing documents or other statements, whether  
15 written, electronic or oral.

16 (q) IO shall comply with the Consumer Protection Law and any applicable  
17 future amendments thereto.

18 (r) IO shall comply with any applicable provisions of ROSCA, any future  
19 amendments, or any decisions by an agency or court of competent jurisdiction that are binding  
20 in the State of Washington, and that relate to ROSCA.

21 2.2 Injunctions as to Roitman.

22 (a) Roitman shall comply with the Consumer Protection Law and any  
23 applicable future amendments thereto; and shall be permanently and forever enjoined,  
24 restrained, and bound from any violation thereof or participating in or directing any violation  
25 thereof.  
26

1 (b) Roitman shall comply with any applicable provisions of ROSCA, any  
2 future amendments, and any decisions by an agency or court of competent jurisdiction that are  
3 binding in the State of Washington, and that relate to ROSCA; and shall be permanently and  
4 forever enjoined, restrained, and bound from any violation thereof or participating in or  
5 directing any violation thereof.

6 2.3 IO agrees to adopt and implement the following policies and procedures with  
7 respect to any Negative Option Offer or Negative Option Plan with regard to goods and  
8 services if and to the extent not already the existing practice of IO:

9 (a) Within five (5) business days of the Effective Date of this Consent  
10 Decree, IO shall deliver copies of this Consent Decree, the Consumer Protection Law and  
11 ROSCA to all of IO's current officers and senior management employees, who are responsible  
12 for creating policies regarding: customer services for, marketing, promoting, advertising,  
13 offering for sale, and/or selling any of IO's goods or services sold by a Negative Option Offer  
14 or Negative Option Plan, addressing consumer complaints, and/or designing or maintaining  
15 IO's websites.

16 (b) For a period of four (4) years following the Effective Date of this  
17 Consent Decree, IO shall also deliver copies of this Consent Decree, the Consumer Protection  
18 Law, and ROSCA to all of IO's future officers and senior management employees, who are  
19 responsible for creating policies regarding: customer services for, marketing, promoting,  
20 advertising, offering for sale, and/or selling any of Defendant's goods or services sold by a  
21 Negative Option Offer or Negative Option Plan, addressing consumer complaints, and/or  
22 designing or maintaining Defendant's websites, within five (5) business days of such persons  
23 or entities commencing a relationship with IO.

24 (c) IO shall maintain measures reasonably necessary to ensure that their  
25 Representatives, which for purposes of Paragraph 2.3 shall mean IO's officers and  
26 management employees, and any employees, representatives and agents, and all other persons

1 or entities acting on IO's behalf, who interact with consumers in any capacity or who are  
2 responsible for creating and implementing policies regarding: customer services, marketing,  
3 promoting, advertising, offering for sale, and/or selling any of IO's goods or services sold by a  
4 Negative Option Offer or Negative Option Plan, addressing consumer complaints, and  
5 designing or maintaining IO's websites, are properly trained and are otherwise performing  
6 their duties in compliance with this Consent Decree and all applicable laws, including, but not  
7 limited to, the Consumer Protection Law and ROSCA. IO shall further adhere to a policy of  
8 disciplining, up to and including the termination of, Representatives who are found to have not  
9 complied with the requirements of this Consent Decree and/or all applicable laws, including,  
10 but not limited to, the Consumer Protection Law and ROSCA.

11 (d) IO shall keep for a period of four (4) years written records for each  
12 report of, and its response to, any notification that their Representatives are in violation of the  
13 requirements of this Consent Decree and/or all applicable laws, including, but not limited to,  
14 the Consumer Protection Law and ROSCA.

15 (e) Unless otherwise noted herein, IO shall create and implement written  
16 policies and adopt and implement written procedures reasonably expected to create continuing  
17 compliance and otherwise comply with any and all terms of this Consent Decree within thirty  
18 (30) days after the Effective Date of this Consent Decree.

19 (f) IO shall maintain policies and procedures reasonably necessary to  
20 ensure consumer complaints are responded to and a good faith effort is made to resolve such  
21 complaints in a timely manner. Such policies shall include, but are not limited to:

22 (i) Policies and procedures reasonably necessary to ensure that  
23 consumer complaints are logged, with such log containing the following minimum  
24 information: the name and account number (or other identifying information) of such  
25 consumer, a summary of the consumer's complaint, including, but not limited to, whether the  
26 consumer complained that he or she had been charged for an unordered good or service,

1 whether the consumer complained of an unauthorized charge or whether the consumer  
2 complained that he or she had received an unordered good or service, and action taken by IO to  
3 resolve that complaint and to determine the Representative involved in such complaint if  
4 applicable, and a summary of action, if any, taken by IO with regards to such Representative.  
5 IO shall retain all such records and logs for a minimum of four (4) years; and

6 (ii) Policies and procedures necessary to generally ensure that  
7 consumer complaints to IO are answered in a timely manner.

8 (g) If at any time after the Effective Date of this Consent Decree, IO is  
9 advised by a consumer, Plaintiff or through any other means, that a Representative has (i)  
10 failed to adopt, comply with and/or implement IO's policies and procedures; (ii) failed to  
11 comply with this Consent Decree; and/or (iii) failed to comply with and abide by all applicable  
12 laws, including, but not limited to, the Consumer Protection Law and ROSCA, IO shall  
13 immediately notify said Representative of its deficiency and further warn that punitive action  
14 will be taken unless such compliance is immediately forthcoming. IO shall take documented  
15 punitive action, up to and including termination of any Representative reasonably determined  
16 to have failed to comply with IO's policies and procedures, this Consent Decree and/or all  
17 applicable laws, including, but not limited to, the Consumer Protection Law and ROSCA. IO  
18 shall retain all records of punitive actions taken against non-complying Representatives for a  
19 minimum of four (4) years.

### 20 **III. REQUIRED PAYMENTS**

21 3.1 IO shall be liable for and shall pay a total of One Million Two Thousand and  
22 00/100 Dollars (\$1,002,000.00) (herein referred to as "Required Payment(s)") to the  
23 Pennsylvania Office of Attorney General, the New York Office of Attorney General and the  
24 Washington Office of Attorney General (herein referred to as the "State(s)") as provided in the  
25 related consent petition being filed of record in Court of Common Pleas of Philadelphia  
26

1 County in the matter captioned *Commonwealth of Pennsylvania v. Internet Order LLC d/b/a*  
2 *Stroll et al. and Daniel Roitman*, No. 02866 (the "PA Consent Petition"). As provided in the  
3 PA Consent Petition, the single Required Payment shall be made in two (2) installments as  
4 follows: (i) the first payment, in the amount of Eight Hundred Seventy-Seven Thousand and  
5 00/100 Dollars (\$877,000.00), shall be made by IO upon IO's execution of this Consent  
6 Decree; and (ii) the second payment, in the amount of One Hundred Twenty-Five Thousand  
7 and 00/100 Dollars (\$125,000.00), shall be made by IO on or before November 1, 2015. In the  
8 event that the PA Consent Petition is not approved by the Court of Common Pleas of  
9 Philadelphia County in the matter captioned *Commonwealth of Pennsylvania v. Internet Order*  
10 *LLC d/b/a Stroll et al. and Daniel Roitman*, No. 02866 (hereinafter "Pennsylvania Consent  
11 Petition Approval") within ninety (90) days of the date of IO's execution of the Consent  
12 Petition in the aforementioned matter, any and all payments submitted by IO shall be returned  
13 to IO, provided that IO shall re-submit such payments within ten (10) days of Pennsylvania  
14 Consent Petition Approval. All payments shall be made by certified check, cashier's check,  
15 attorney's check, or money order, made payable to the Commonwealth of Pennsylvania, and  
16 forwarded to Sarah A. E. Frasch, Senior Deputy Attorney General, Pennsylvania Office of  
17 Attorney General, Bureau of Consumer Protection, 21 S. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Philadelphia,  
18 Pennsylvania 19107. The Commonwealth of Pennsylvania (hereinafter "The  
19 Commonwealth") shall deposit the Required Payments in an interest-bearing trust account  
20 (herein referred to as the "Settlement Fund"). Any interest earned on amounts held in the  
21 Settlement Fund shall become part of the Settlement Fund. Defendants shall have no  
22 property right, interest, claim, control over or title to the Settlement Fund, the Required  
23 Payments, or any interest earned thereon after the date of the Pennsylvania Consent Petition  
24  
25  
26

1 Approval. The obligation of IO to pay restitution, civil penalties or costs pursuant to the  
2 Consumer Protection Law to the Washington Office of Attorney General, and pursuant to the  
3 consumer protection laws of the Commonwealth to the Pennsylvania Office of the Attorney  
4 General and pursuant to the consumer protection laws of the State of New York to the Office  
5 of Attorney General related to Defendants' conduct, acts or omissions occurring prior to the  
6 Effective Date of this Consent Decree which were specifically asserted in Plaintiff's Complaint  
7  
8 under the Consumer Protection Law and ROSCA, and any similar consumer protection or  
9 other applicable law, rule or regulation specifically asserted in Plaintiff's Complaint, shall be  
10 limited to the above referenced Required Payments under the PA Consent Petition in the  
11 amount of One Million Two Thousand and 00/100 Dollars (\$1,002,000.00) and to the  
12 Conditional Monetary Payments which IO is required to pay pursuant to Section IV herein.  
13  
14 The obligation of IO to pay restitution, civil penalties or costs to the States shall be limited to  
15 the amounts payable to the Commonwealth of Pennsylvania, as stated in the PA Consent  
16 Petition, and no additional monetary obligation shall be deemed payable independently arising  
17 from this Consent Decree. However, nothing in this Consent Decree shall prevent or restrict  
18 Plaintiff from pursuing sanctions and other appropriate relief, including civil penalties, in any  
19 action against Defendants for contempt or failure to comply with any of the provisions of this  
20 Consent Decree, or in the event that Defendants are in default of any of the terms and  
21 conditions of this Consent Decree.  
22

23 3.2 The States of Washington and New York have designated Dahl Administration  
24 LLC as the claims administrator (herein referred to as the "Claims Administrator"). The  
25 Claims Administrator shall be responsible for the administration of the Settlement Fund and  
26

1 the distribution of the Settlement Fund in accordance with the terms and conditions described  
2 more fully herein.

3       3.3     Upon Pennsylvania Consent Petition Approval, IO shall enter into an agreement  
4 with the Claims Administrator which shall state the duties and responsibilities of IO and the  
5 Claims Administrator, upon the terms and conditions as set forth in Section III herein (herein  
6 referred to as the "Claims Administrator Agreement"). The Claims Administrator Agreement  
7 shall be subject to the written approval of the States. Any and all costs and expenses incurred  
8 by, charged by or related to the Claims Administrator in administering and distributing the  
9 Settlement Fund shall be paid by the Settlement Fund (herein referred to as the "Claims  
10 Administrator Expenses"). However, the parties hereto agree that the Claims Administrator  
11 Agreement shall specifically state that the Claims Administrator shall not charge in excess of  
12 Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for Claims Administrator Expenses and  
13 that no party hereto nor the Settlement Fund shall be responsible for paying or have any  
14 obligation to pay the Claims Administrator any amount in excess of Thirty-Five Thousand and  
15 00/100 Dollars (\$35,000.00). ). The Claims Administrator Agreement shall indicate that the  
16 Settlement Fund is to be transferred to the Claims Administrator for distribution as set forth  
17 herein at the appropriate time as determined by the Commonwealth. However, the transfer of  
18 the Settlement Fund by the Commonwealth to the Claims Administrator shall not occur earlier  
19 than (i) March 15, 2016 or (ii) one hundred and twenty (120) days after the date of the  
20 Pennsylvania Consent Petition approval, whichever date is later.

21       3.4     Plaintiff shall have no liability whatsoever to Defendants, the Claims  
22 Administrator, or to any claimants in connection with the administration of the claims process.

23       3.5     Categories of Consumers Defined.

24       (a)     "Category One Consumer(s)" shall include consumers, from all fifty  
25 states of the United States, if applicable, who made an online purchase of IO's Gold Level  
26 One Advanced-Level Course during the period from January 1, 2009 to April 1, 2013 through



1 a Negative Option Offer or Negative Option Plan and who cancelled within forty-five (45)  
2 days of the conclusion of the free trial period, but were charged (in whole or in part) for the  
3 Gold Level One Advanced-Level Course. Category One Consumers shall not include the  
4 following consumers for whom IO can produce sufficient written or recorded documentation  
5 proving the following: (i) consumers who purchased from IO one (1) or more Pimsleur  
6 Language Learning Course products through a Negative Option Offer or Negative Option Plan,  
7 and at a later date purchased from IO another Pimsleur Language Learning Course product  
8 through a Negative Option Offer or Negative Option Plan; (ii) consumers who called IO for the  
9 sole reason of requesting a different payment amount or timing of payments than the original  
10 provisions of the Negative Option Offer or Negative Option Plan; (iii) consumers who called  
11 IO for the sole reason of requesting cancellation due to an inability to pay as opposed to a lack  
12 of understanding of the Negative Option Offer or Negative Option Plan; and (iv) consumers  
13 who called IO during the trial period and decided after a discussion with IO's personnel not to  
14 cancel, but then called back to cancel after the trial period.

15 (b) "Category Two Consumer(s)" shall include all consumers from all fifty  
16 states of the United States, if applicable, who are not Category One Consumers and who  
17 purchased an Advanced-Level Course through a Negative Option Offer or Negative Option  
18 Plan from IO during the period from January 1, 2009 to the Pennsylvania Consent Petition  
19 Approval, and who either filed a consumer complaint with the Pennsylvania Office of Attorney  
20 General, the Washington Office of Attorney General, or the New York Office of Attorney  
21 General prior to the Pennsylvania Consent Petition Approval, and whose complaint has not  
22 been fully satisfied or resolved under the sole discretion of the respective Office of Attorney  
23 General, or who file a consumer complaint with the Pennsylvania Office of Attorney General,  
24 the Washington Office of Attorney General, or the New York Office of Attorney General  
25 within sixty (60) days after the Pennsylvania Consent Petition Approval.

1           3.6     Within forty-five (45) days of the Pennsylvania Consent Petition Approval, IO  
2 shall send to the Claims Administrator and to the States a list which shall include the name,  
3 email address, and mailing address of each Category One Consumer, as well as the amount of  
4 monies paid by such consumer to IO for the Gold Level One Advanced-Level Course, and the  
5 amount of any credits, chargebacks, or settlement amounts already paid by IO or received by  
6 such consumer.

7           3.7     Within forty-five (45) days of the Pennsylvania Consent Petition Approval, IO  
8 shall send to the States a list comprised of the following for all consumers who were excluded  
9 as a Category One Consumer by IO as falling under the exceptions as stated in Paragraphs  
10 3.5(a)(i)-(iv): name, address, email address (if known), statement as to why the consumer was  
11 excluded, and a description of the written or recorded documentation relied upon in  
12 determining the exclusion.

13           3.8     Notice of claim process for Category One Consumers. Within ten (10) days of  
14 receiving the list described in Paragraph 3.6 above herein from IO, the Claims Administrator  
15 shall provide to all Category One Consumers email notice of their ability to receive restitution  
16 related to the cost of the Gold One Advanced-Level Course (herein referred to as the "Notice")  
17 as specifically set forth in Exhibit "A", which is attached hereto and incorporated herein, and  
18 which shall only be revised pursuant to a request by the States subject to IO's consent, which  
19 shall not be unreasonably withheld. Such Notice shall include a hyperlink to a claim form  
20 (herein referred to as the "Claim Form") as specifically set forth in Exhibit "B", which is  
21 attached hereto and incorporated herein, and which shall only be revised pursuant to a request  
22 by the States, subject to IO's consent, which shall not be unreasonably withheld which Claim  
23 Form will be required to be fully completed and submitted by each Category One Consumer.  
24 The following shall apply to such emails:

25           (a)     The "display name" in the email "FROM" line shall be "Pimsleur  
26 Language Learning Program."

1 (b) The subject line of the email shall read "IMPORTANT LEGAL  
2 NOTICE-OFFICE OF ATTORNEY GENERAL REFUND."

3 (c) The Claims Administrator shall make reasonable efforts to avoid having  
4 emails sent to "junk" or "spam" folders, or otherwise filtered.

5 (d) If an email "bounces back," or if the consumer did not provide IO with  
6 an email address, the Claims Administrator shall ascertain the consumer's most recent mailing  
7 address by comparing the consumer's mailing address associated with the consumer's account  
8 record with IO to the consumer's address in the USPS National Change of Address Registry  
9 (herein referred to as "NCOA"). The Claims Administrator then shall provide a postcard  
10 (herein referred to as the "Postcard") as specifically set forth in Exhibit "C", which is attached  
11 hereto and incorporated herein, and which shall only be revised pursuant to a request by the  
12 States, subject to IO's consent, which shall not be unreasonably withheld via U.S. Mail to the  
13 consumer's most current address as reflected in the NCOA, if that address is different from the  
14 address in IO's records, or to the address in IO's records, if the NCOA does not reflect a  
15 change in the address from IO's records. Such Postcard shall include information regarding  
16 the claims process along with the URL to the Claim Form.

17 (e) If the Claims Administrator does not receive a completed claim form  
18 from a Category One Consumer to whom an email was sent pursuant to Paragraph 3.8 above  
19 within thirty (30) days of providing the email Notice, the Claims Administrator shall send a  
20 second email to those Category One Consumers. The body of the second email shall state the  
21 text as specifically set forth in Exhibit "D," which is attached hereto and incorporated herein,  
22 and which shall only be revised pursuant to a request by the States subject to IO's consent,  
23 which shall not be unreasonably withheld. The "display name" in the FROM line of the email  
24 shall be the same as the first email Notice. The subject line of the email shall read "SECOND  
25 NOTICE-IMPORTANT LEGAL NOTICE-OFFICE OF ATTORNEY GENERAL REFUND."

26

1           3.9     The Claims Administrator shall provide and host a 24-hour, 7-days-a-week toll-  
2 free telephone number to provide automated information relating to the claims process as set  
3 forth herein for people who call the number. Such telephone number shall be listed on all  
4 emails and/or postcards sent to Category One Consumers as set forth above herein.

5           3.10    Eligibility of Category One Consumers. To be "Eligible" for restitution as a  
6 Category One Consumer, the Category One Consumer must fully complete the Claim Form  
7 and submit the completed Claim Form within forty-five (45) days of the Claims Administrator  
8 sending the Notice or mailing of the Postcard pursuant to Paragraph 3.8 above. Any Category  
9 One Consumer who fully completes the Claim Form and submits the completed Claim Form as  
10 noted herein above shall be deemed an "Eligible Category One Consumer".

11          3.11    Eligibility of Category Two Consumers. To be "Eligible" for restitution as a  
12 Category Two Consumer, the Category Two Consumer must have either filed a consumer  
13 complaint with the Pennsylvania Office of Attorney General, Washington Office of Attorney  
14 General, or New York Office of Attorney General, prior to the Pennsylvania Consent Petition  
15 Approval, and such complaint is not fully satisfied or resolved under the sole discretion of the  
16 respective Office of Attorney General, or must file a consumer complaint with the  
17 Pennsylvania Office of Attorney General, Washington Office of Attorney General, New York  
18 Office of Attorney General, within sixty (60) days of the Pennsylvania Consent Petition  
19 Approval, and such complaint must concern or relate to conduct alleged in the Complaint filed  
20 in this action by Plaintiff or concern or relate to the conduct covered under this Consent  
21 Decree, and such conduct must have occurred during the time period from January 1, 2009 to  
22 the Pennsylvania Consent Petition Approval. Any Category Two Consumer who (i) filed/files  
23 a consumer complaint as noted herein above; (ii) is not an Eligible Category One Consumer;  
24 and (iii) is determined by the Claims Administrator to be Eligible based upon the Claims  
25 Administrator's review of the consumer's complaint and any documentation provided to the  
26 Claims Administrator by IO or the consumer, shall be deemed an "Eligible Category Two

1 Consumer.” IO shall provide to the Claims Administrator, upon request by the Claims  
2 Administrator, any documents or information related to any Category Two Consumer within  
3 five (5) days of the request by the Claims Administrator.

4 3.12 Determination of Restitution:

5 (a) “Restitution” for an Eligible Category One Consumer shall mean all  
6 monies paid by such consumer to IO for the Gold Level One Advanced-Level Course, less any  
7 credits, chargebacks, or settlement amounts already paid by IO or received by such consumer.

8 (b) “Restitution” for an Eligible Category Two Consumer shall mean all  
9 monies paid by such consumer to IO for all Advanced-Level Courses, less any credits,  
10 chargebacks, or settlement amounts already paid by IO or received by such consumer, and  
11 shall be determined by the Claims Administrator as noted herein.

12 3.13 Within ninety (90) days of the Pennsylvania Consent Petition Approval, the  
13 States will provide to the Claims Administrator the consumer complaints filed by Category  
14 Two Consumers with the States. The States will provide IO with a copy the consumer  
15 complaints filed by Category Two Consumers with their respective offices within ninety (90)  
16 days of the Pennsylvania Consent Petition Approval.

17 3.14 Calculation of Restitution Payment:

18 (a) The Settlement Fund shall be used for the payment of Restitution to  
19 Eligible Category One Consumers and Eligible Category Two Consumers as determined by the  
20 Claims Administrator in accordance with the terms and conditions of this Consent Decree and  
21 for the payment of the Claims Administrator Expenses, and any Remaining Monies, as defined  
22 herein, will be payable to the States as noted herein. If the total amount of Restitution payable  
23 to all Eligible Category One Consumers and Eligible Category Two Consumers is equal to or  
24 less than the total amount in the Settlement Fund less the Claims Administrator Expenses, then  
25 the distribution to each Eligible Category One Consumer and Eligible Category Two  
26 Consumer will be the amount determined by the Claims Administrator for each such Eligible

1 Category One Consumer and Eligible Category Two Consumer pursuant to Paragraphs 3.12(a)  
2 and (b) respectively, and those amounts will be distributed by the Claims Administrator to each  
3 such consumer.

4 (b) If the total amount of Restitution payable to all Eligible Category One  
5 Consumers and Eligible Category Two Consumers is more than the Settlement Fund less the  
6 Claims Administrator Expenses, each Eligible Category One Consumer and Eligible Category  
7 Two Consumer shall receive a distribution of a pro-rata share of the Settlement Fund less the  
8 Claims Administrator Expenses. Pro rata share means, with respect to a distribution on  
9 account of any Eligible Category One Consumer and Eligible Category Two Consumer, an  
10 amount determined by multiplying the total amount in the Settlement Fund less the Claims  
11 Administrator Expenses by a fraction, the numerator of which shall be the amount of each such  
12 consumer's Restitution and the denominator of which shall be the aggregate amount of all  
13 Restitution payable to all Eligible Category One Consumers and Eligible Category Two  
14 Consumers.

15 3.15 Timing and Procedures for Restitution Payments.

16 (a) The Settlement Fund shall be transferred to the Claims Administrator for  
17 distribution as set forth herein at the appropriate time as determined by the Commonwealth.  
18 However, the transfer of the Settlement Fund by the Commonwealth to the Claims  
19 Administrator shall not occur earlier than (i) March 15, 2016 or (ii) one hundred and twenty  
20 (120) days after the date of the Pennsylvania Consent Petition Approval, whichever date is  
21 later. The Claims Administrator shall pay such Restitution payment to each Eligible Category  
22 One Consumer and Eligible Category Two Consumer from the Settlement Fund no later  
23 than fifteen (15) days after the date that the Commonwealth transfers the Settlement Fund to the  
24 Claims Administrator. The Claims Administrator shall provide a check made payable to each  
25 Eligible Category One Consumer and each Eligible Category Two Consumer in the amount  
26

1 determined to be the Restitution payment as described above herein, accompanied by the letter  
2 described in Paragraph 3.15(b) below via U.S. Mail.

3 (b) The envelope containing the Restitution payment shall display as a  
4 return address the name "Pimsleur Language Learning Program Restitution Fund" along with  
5 the address of the Claims Administrator, and shall display the language "REFUND  
6 ENCLOSED" on the front of the envelope. The mailing containing the Restitution payment  
7 shall include a letter with the specific text as stated in Exhibit "E", which is attached hereto and  
8 incorporated herein, and which shall only be revised pursuant to a request by the States subject  
9 to IO's consent, which shall not be unreasonably withheld.

10 3.16 Consumers who receive payment as an Eligible Category One Consumer or an  
11 Eligible Category Two Consumer shall not be required to return any of IO's goods or services.

12 3.17 IO shall cease all collection efforts with regards to any Eligible Category One  
13 Consumer or Eligible Category Two Consumer; shall notify any and all credit bureaus that any  
14 and all claims against such consumers are withdrawn and resolved, and shall request the credit  
15 bureaus to remove the negative information related to any alleged delinquency claimed by IO;  
16 and shall be prohibited from selling to a third party any debt relating to or arising from the  
17 purchase of a Pimsleur Language Learning product through a Negative Option Offer or  
18 Negative Option Plan by any Eligible Category One Consumer or Eligible Category Two  
19 Consumer.

20 3.18 In instances where a delinquency alleged by IO is or was reported on a credit  
21 report of a consumer, and (a) IO has agreed to pay a refund, reimbursement, or restitution to a  
22 consumer; (b) IO waived all or part of IO's charges against a consumer; or (c) the consumer is  
23 an Eligible Category One Consumer or an Eligible Category Two Consumer, IO shall request  
24 the credit bureaus to remove the negative information relating to the alleged delinquency from  
25 the consumer's credit report. IO shall further, upon request of an Eligible Category One  
26 Consumer or an Eligible Category Two Consumer, provide written and/or electronic

1 confirmation of IO's acknowledgement and agreement to waive all of IO's charges against  
2 such consumer.

3 3.19 Any notices required or described in this section of the Consent Decree related  
4 to Restitution that are directed to consumers shall not include any marketing, advertising, or  
5 solicitations, and shall exclusively include the information required or described in this  
6 Consent Decree.

7 3.20 Reporting Requirement. Within one hundred twenty (120) days of mailing out  
8 the Restitution payments to the Eligible Category One Consumers and Eligible Category Two  
9 Consumers as stated above herein, the Claims Administrator shall provide a report to the States  
10 and to IO, setting forth the following information: (i) the number of Eligible Category One and  
11 Eligible Category Two Consumers to which restitution was provided; (ii) the name and address  
12 of each Eligible Category One Consumer and Eligible Category Two Consumer; (iii) the  
13 amount of the Restitution payment for each Eligible Category One Consumer and Eligible  
14 Category Two Consumer; (iv) the date that the check was sent to each Eligible Category One  
15 Consumer and Eligible Category Two Consumer; (v) whether such Restitution payment was  
16 returned to the Claims Administrator indicating the reason it was returned, including, but not  
17 limited to, consumer no longer being at the address to which it was sent; and (vi) whether such  
18 Restitution payment remains un-cashed or un-negotiated and outstanding.

19 3.21 The Claims Administrator shall make all reasonable efforts to locate consumers  
20 whose Restitution payments are returned to the Claims Administrator for any reason,  
21 including, but not limited to, a consumer no longer being at the address to which it was sent.

22 (a) If a Restitution payment is sent to a consumer and is returned to the  
23 Claims Administrator, the Claims Administrator shall attempt to locate the consumer's current  
24 address through all reasonable means, including, but not limited to publicly-available  
25 databases, Internet searches, commercially available databases, and public records.



1 (b) If a current address is found, the Claims Administrator shall re-send the  
2 check to the consumer at that address.

3 (c) If the Restitution payment is returned to the Claims Administrator and  
4 no current address is available or if the Restitution payment remains un-cashed or un-  
5 negotiated and outstanding for more than ninety (90) days from the issuance of the check  
6 (herein referred to as "Unclaimed Restitution Payment(s)"), the Claims Administrator shall  
7 submit such Unclaimed Restitution Payments along with the name, address, telephone number  
8 and amount of Restitution for each such consumer to the Attorneys General Offices as follows:  
9 (i) if such consumer is a resident of the Commonwealth or any state other than the States of  
10 Washington or New York, such funds and information will be submitted to the Pennsylvania  
11 Office of Attorney General; (ii) if such consumer is a resident of the State of New York, such  
12 funds and information will be submitted to the New York Office of Attorney General; and (iii)  
13 if such consumer is a resident of the State of Washington, such funds and information will be  
14 submitted to the Washington Office of Attorney General.

15 (d) The submission of such Unclaimed Restitution Payments and  
16 information set forth in Paragraph 3.21(c) shall be made to the respective Attorneys General no  
17 later than the due date of the Report as set forth in Paragraph 3.20.

18 (i) Any Unclaimed Restitution Payments submitted to the  
19 Pennsylvania Office of Attorney General, as set forth in Paragraph 3.21(c) above herein, will  
20 be submitted as unclaimed property for each consumer in the amount to which they were  
21 entitled hereunder, to the Department of Treasury or agency responsible for unclaimed  
22 property in the each respective state or commonwealth in which consumer was last known to  
23 be a resident or have an address.

24 3.22 The "Remaining Monies" shall mean the total amount of Required Payments  
25 paid into the Settlement Fund plus any interest earned on the Settlement Fund minus the  
26 Claims Administrator Expenses minus the total sum of all Restitution payable to Eligible

1 Category One Consumers included on the above referenced list submitted to the Claims  
2 Administrator by IO and all Restitution payable to Eligible Category Two Consumers as  
3 determined by the Claims Administrator in accordance with the terms and conditions of this  
4 Consent Decree. If there are any Remaining Monies, the Claims Administrator shall include a  
5 written statement with the Report as set forth in Paragraph 3.20 above herein setting forth the  
6 total amount of Remaining Monies. Upon the Claims Administrator submitting the Unclaimed  
7 Restitution Payments to the States, the Claims Administrator shall also submit such Remaining  
8 Monies in three (3) equal shares to the three (3) States, sending a check to each of the States  
9 for one-third of the Remaining Monies. Such payment of the Remaining Monies to Plaintiff  
10 shall be deposited in an interest-bearing account from which principal and interest shall be  
11 expended for any lawful purpose designated by the Attorney General.

#### 12 **IV. CONDITIONAL MONETARY PAYMENT**

13 4.1 For each month during the time period starting on July 1, 2016 and ending on  
14 June 30, 2019 in which IO sells a Pimsleur Language Learning product during that month, IO  
15 shall be liable for and shall pay to the States a total of Eight Thousand and 00/100 Dollars  
16 (\$8,000.00) for that month (herein referred to as "Conditional Monetary Payments"). The  
17 amount due to the States will be paid by IO to the States within ten (10) days of the last day of  
18 each month during that time period. IO shall make such payments to the States by sending a  
19 check to each of the States for one-third of such amount due. All payments due to Plaintiff  
20 shall be made by company check, certified check, cashier's check, attorney's check, or money  
21 order, made payable to the order of the "Attorney General-State of Washington" and shall be  
22 sent to the Office of the Attorney General, Attention: Cynthia Lockridge, Administrative  
23 Office Manager, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104-3188.

24 4.2 For every three (3) month period during the time period starting on July 1, 2016,  
25 and ending on June 30, 2019, IO shall submit to the States a written report, no later than 15 days  
26 following the end of that three (3) month period, which report shall state (i) whether or not IO

1 sold a Pimsleur Language Learning product; and (ii) a description of the products sold and the  
2 total amount of each product sold during each month for that three (3) month period, if IO sold a  
3 Pimsleur Language Learning product. All payments to Plaintiff made pursuant to Paragraph 4.1  
4 above herein shall be expended for any lawful purpose designated by the Attorney General.

5 **V. NOTIFICATION TO PARTIES**

6 5.1 Any notices required to be sent to Plaintiff or Defendants by this Consent  
7 Decree shall be sent by United States certified mail, return receipt requested, or other  
8 nationally recognized courier service that provides for tracking services and identification of  
9 the person signing for the document. The documents shall be sent to the following addresses:

10 For Plaintiff:

11 Paula Selis  
12 Patricio Marquez  
13 Assistant Attorney General  
14 Attorney General of Washington  
15 800 5th Ave, Suite 2000  
16 Seattle, WA 98104

10 For Defendants:

11 David Bateman  
12 K&L Gates  
13 925 4th Ave #2900  
14 Seattle, WA 98104

15 Roy W. Hibberd  
16 General Counsel  
17 Internet Order LLC  
18 Four Penn Center  
19 1600 John F. Kennedy Blvd., 3rd Floor  
20 Philadelphia, PA 19103

21 Gregory T. Parks  
22 Morgan, Lewis & Bockius, LLP  
23 1701 Market Street  
24 Philadelphia, PA 19103

25 5.2 Any party may designate a different individual or address to receive the notices  
26 required to be sent by sending written notification to the other parties at least thirty (30) days before  
such change will occur identifying that individual by name and/or title and mailing address.

25 **VI. MISCELLANEOUS TERMS**

26 6.1 Time shall be of the essence with regards to Defendants' obligations hereunder.

1           6.2     Nothing in this Consent Decree shall prevent or restrict the use of this Consent  
2 Decree by Plaintiff in any action against Defendants for contempt or failure to comply with  
3 any of its provisions, or in the event that Defendants are in default of any of its terms and  
4 conditions. A default on the part of Defendants shall include any default or breach by  
5 Defendants of any of the terms or requirements of this Consent Decree. Nothing in this  
6 Consent Decree shall be construed to (i) exonerate any contempt or failure to comply with any  
7 of its provisions after the Effective Date of this Consent Decree, (ii) compromise or limit the  
8 authority of Plaintiff to initiate a proceeding for any contempt or other sanctions for failure to  
9 comply, or (iii) compromise the authority of the United States District Court or any other court  
10 of competent jurisdiction to punish as contempt any violation of this Consent Decree.

11           6.3     Nothing in this Consent Decree shall be construed to limit the authority of  
12 Plaintiff to protect the interests of Plaintiff or the people of the State of Washington.

13           6.4     Upon the Effective Date of this Consent Decree and the approval by the United  
14 States District Court of all the terms and conditions of this Consent Decree and in consideration of  
15 the terms and conditions of this Consent Decree, Plaintiff hereby releases and forever discharges  
16 any and all civil claims, causes of actions, damages, restitution, fines, costs and penalties based on,  
17 arising out of or related to Defendants' conduct, acts or omissions occurring prior to the Effective  
18 Date of this Consent Decree which were specifically asserted in Plaintiff's Complaint under the  
19 Consumer Protection Law, ROSCA and any similar consumer protection or other applicable law,  
20 rule or regulation specifically asserted in Plaintiff's Complaint (herein referred to as the "Released  
21 Claims"), by the Washington State Office of the Attorney General, Consumer Protection Division,  
22 against Defendants and past and present employees, shareholders, officers, and directors of  
23 Defendants (herein individually referred to as a "Releasee" and collectively referred to as the  
24 "Releasees"). Nothing in this Consent Decree shall be construed to release or discharge any  
25 claims, causes of actions, damages, restitution, fines, costs or penalties arising out of or related to,  
26 conduct, acts or omissions of any person or entity not specifically named herein above as a

1 Releasee. Claims, causes of actions, damages, restitution, fines, costs or penalties arising out of or  
2 related to, conduct, acts or omissions of Defendants' affiliates, representatives, partners, licensors,  
3 licensees, principals, agents or assigns are not in any way released or discharged by this Consent  
4 Decree. Released Claims do not include claims pursuant to any law, statute or regulation other  
5 than the Consumer Protection Law, ROSCA and any similar consumer protection or other  
6 applicable law, rule or regulation asserted in Plaintiff's Complaint or addressed by the terms of this  
7 Consent Decree. Released Claims do not include claims pursuant to any antitrust laws,  
8 environmental laws, tax laws, and criminal statutes and codes, nor do they include actions or  
9 proceedings brought pursuant to Washington Consumer Protection Laws or statutes alleging  
10 violations that are not addressed by Plaintiff's Complaint or the terms of this Consent Decree.

11 6.5 Nothing contained in this Consent Decree shall constitute an admission of  
12 liability by Defendants of the allegations of Plaintiff's Complaint, and nothing contained in this  
13 Consent Decree shall constitute a concession by Plaintiff that its claims are not well-founded.

14 6.6 Any failure of Plaintiff to exercise any of its rights under this Consent Decree  
15 shall not constitute a waiver of its rights hereunder.

16 6.7 Defendants further agree to execute and deliver all authorizations, documents  
17 and instruments which are reasonably necessary to carry out the terms and conditions of this  
18 Consent Decree.

19 6.8 The undersigned signatory on behalf of Daniel Roitman as Chief Executive  
20 Officer of Defendant, Internet Order LLC hereby states that he or she is authorized to enter  
21 into and execute this Consent Decree on behalf of Defendant, Internet Order LLC.

22 6.9 Nothing in this Consent Decree shall be construed to create, waive, or limit any  
23 private right of action by a consumer or a local, state, federal, or other governmental entity.  
24 Further, nothing in this Consent Decree shall be construed to waive any claims of sovereign  
25 immunity Plaintiff may have in any action or proceeding. The United States District Court for  
26 the Western District of Washington shall maintain jurisdiction over the subject matter of this

1 Consent Decree and over Defendants for purpose of enforcement of this Consent Decree  
2 and/or the Final Decree, Judgment or Order accompanying it.

3 6.10 This Consent Decree may be executed in any number of counterparts and by  
4 different signatories on separate counterparts, each of which shall constitute an original  
5 counterpart hereof and all of which together shall constitute one and the same document. One  
6 or more counterparts of this Consent Decree may be delivered by facsimile or electronic  
7 transmission with the intent that it or they shall constitute an original counterpart hereof.

8 6.11 Plaintiff and Defendants hereby stipulate that this final Consent Decree issued  
9 by the United States District Court shall act as a permanent injunction issued under U.S.C. §  
10 8405(a) of ROSCA and RCW 19.86.080 of the Washington Consumer Protection Act and that,  
11 subject to the specific terms and conditions stated in this Consent Decree, breach of any of the  
12 terms of this Consent Decree or of the Order accompanying it shall be sufficient cause for  
13 Plaintiff, by its Attorney General, to seek penalties provided for under RCW 19.86.140 of the  
14 Washington Consumer Protection Act and/or any other equitable relief which the Court deems  
15 necessary or proper.

16 6.12 If Plaintiff determines that Defendants have failed to comply with any of the  
17 terms of this Consent Decree, and if, in the Attorney General's sole discretion, the failure to  
18 comply does not threaten the health or safety of the citizens of the State of Washington and does  
19 not create an emergency requiring immediate action, the Attorney General will notify Defendants  
20 in writing of such failure to comply, and Defendants shall then have thirty (30) days from receipt  
21 of such written notice to provide a written response to the Attorney General's determination that  
22 there has been a failure to comply. Upon reasonable request of Defendants, which request must  
23 be made at the time of Defendants' written response to the Attorney General, a representative of  
24 the Attorney General will meet with Defendants by phone or in the Office of the Attorney  
25 General within fifteen (15) days of receipt by the Attorney General of Defendants' written  
26 response, to discuss the Attorney General's determination that there has been a failure to comply.

1 Any corrective or remedial action taken by Defendants shall be considered by Plaintiff in  
2 determining whether further enforcement is necessary.

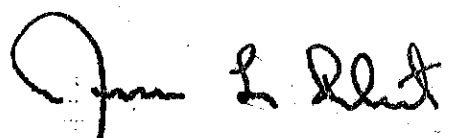
3 6.13 If permitted under relevant State or Federal law, and if Defendants believe there  
4 exists good cause to cancel, alter, or modify this Consent Decree or any part thereof,  
5 Defendants shall first make a written proposal for modification to Plaintiff. If, after forty-five  
6 (45) days of Plaintiff's receipt of such proposal, Plaintiff has not agreed to such cancellation,  
7 alteration, or modification, Defendants may petition to modify this Consent Decree pursuant to  
8 the provisions, limitations, standards and requirements of the relevant State or Federal law.  
9 Nothing herein shall be construed as Plaintiff's acknowledgement or agreement that any  
10 particular circumstance(s) constitutes good cause or valid reason to cancel, alter or modify this  
11 Consent Decree.

12 6.14 This Consent Decree sets forth all of the promises, covenants, agreements,  
13 conditions and understandings between the parties, and supersedes all prior and  
14 contemporaneous agreements, understandings, inducements or conditions, express or implied.  
15 There are no representations, arrangements, or understandings, oral or written, between the  
16 parties relating to the subject matter of this Consent Decree that are not fully expressed herein  
17 or attached hereto. Each party specifically warrants that this Consent Decree is executed  
18 without reliance upon any statement or representation by any other party hereto, except as  
19 expressly stated herein.

20 **WHEREFORE**, without trial or adjudication of the facts or law herein between the  
21 parties to this Consent Decree, Defendants, Internet Order LLC, d/b/a Stroll, and d/b/a  
22 Pimpleurapproach.com, and Daniel Roitman, agree to the signing of this Consent Decree and  
23 this Court hereby orders that said Defendants shall be permanently enjoined from breaching  
24 any and all of the aforementioned provisions, and this Consent Decree resolves any and all  
25 civil claims under the Consumer Protection Law and ROSCA between the State of  
26 Washington, by its Attorney General, through the Consumer Protection Division and

1 Defendants arising from the specific allegations in the aforementioned Complaint of Plaintiff  
2 in the above captioned action, except for those rights expressly reserved herein by said parties  
3 to this action.

4 DATED this 1<sup>st</sup> day of ~~August~~ <sup>September</sup>, 2015.

  
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JUDGE JAMES L. ROBERT

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**FOR THE PLAINTIFF:**  
STATE OF WASHINGTON  
ROBERT W. FERGUSON  
ATTORNEY GENERAL

Date August 31, 2015

By: /s/ Paula Selis  
PAULA SELIS, WSBA 12823  
Assistant Attorney General  
Attorney General of Washington  
800 5th Ave, Suite 2000  
Seattle, WA 98104-3188  
Phone: (206) 389-2514  
E-mail: Paula.Selis@atg.wa.gov

**FOR THE DEFENDANTS:**  
INTERNET ORDER LLC, d/b/a STROLL and  
d/b/a PIMSLEURAPPROACH.COM and  
DANIEL ROITMAN

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Roitman  
Chief Executive Office

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Roitman,  
Individually

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Bateman  
K&L Gates  
925 4th Ave #2900  
Seattle, WA 98104  
Phone: (206) 370-6682  
Email: david.bateman@klgates.com

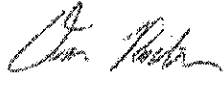
**INTERNET ORDER LLC, d/b/a STROLL and  
d/b/a PIMSLEUR APPROACH and d/b/a  
PIMSLEURAPPROACH.COM and DANIEL  
ROITMAN**

Date: 8/27/15

By: 

Daniel Roitman  
Chief Executive Officer

Date: 8/27/15

  
Daniel Roitman  
Individually

Date: 8/27/2015

By: 

Gregory T. Parks, Esq.  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103  
*Counsel to Respondents*

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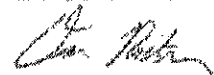
**FOR THE PLAINTIFF:**  
STATE OF WASHINGTON  
ROBERT W. FERGUSON  
ATTORNEY GENERAL

Date: \_\_\_\_\_

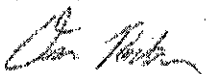
By: \_\_\_\_\_  
PAULA SELIS, WSBA 12823  
Assistant Attorney General  
Attorney General of Washington  
800 5th Ave, Suite 2000  
Seattle, WA 98104-3188  
Phone: (206) 389-2514  
E-mail: Paula.Selis@atg.wa.gov

**FOR THE DEFENDANTS:**  
INTERNET ORDER LLC, d/b/a STROLL and  
d/b/a PIMSLEURAPPROACH.COM and  
DANIEL ROITMAN


Date: 8/27/15 \_\_\_\_\_

By:   
\_\_\_\_\_  
Daniel Roitman  
Chief Executive Office

Date: 8/27/15 \_\_\_\_\_

By:   
\_\_\_\_\_  
Daniel Roitman,  
Individually

Date: 8/31/15 \_\_\_\_\_

By:   
\_\_\_\_\_  
David Bateman  
K&L Gates  
925 4th Ave #2900  
Seattle, WA 98104  
Phone: (206) 370-6682  
Email: david.bateman@klgates.com

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**PROOF OF SERVICE**

I hereby certify that on August 31, 2015, I electronically filed the *Consent Decree* in this matter with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

K&L GATES LLP  
David A. Bateman, WSBA # 14262  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104-1158  
Phone: (206) 370-6682  
david.bateman@klgates.com  
Attorneys for Defendants  
Internet Order LLC and Daniel Roitman.

DATED this 31st day of August, 2015.

Presented by:  
ROBERT W. FERGUSON  
Attorney General

By: /s/ Paula Selis  
PAULA SELIS, WSBA 12823  
Assistant Attorney General  
Attorney General of Washington  
800 Fifth Ave., Suite 2000  
Seattle, WA 98104-3188  
Phone: (206) 464-7662  
Fax: (206) 587-5636  
Email: Paula.Selis@atg.wa.gov  
*Attorneys for Plaintiff State of Washington*

---

# **EXHIBIT A**

Dear Consumer:

Pursuant to the settlement of the lawsuits by the Attorneys General of Pennsylvania and Washington against Internet Order LLC and the investigation by the New York Attorney General, you are receiving notice of a restitution claims process related to a purchase you previously made of Pimsleur Language Learning CDs. If you believe you were charged for any CDs which you did not agree to purchase, you may be entitled to a refund. In order to be eligible for a refund, you must fully complete and submit the claim form found at [HYPERLINK](#) no later than (DATE—45 days from sending the email). For more information, you may visit ([WEBSITE with URL](#) or call XXXX—Claims Administrator 800#).

Very Truly Yours,

Kathleen G. Kane, Attorney General, Commonwealth of Pennsylvania

Eric T. Schneiderman, Attorney General, State of New York

Robert W. Ferguson, Attorney General, State of Washington

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# **EXHIBIT B**

In order to be considered for a possible refund, you must fully complete all items below:

Name:

Street address:

City:

State:

Zip code:

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By checking this box, I am certifying that I received and paid for Pimsleur Language Learning CDs at some time between January 1, 2009 to April 1, 2013 that I did not intend to order.

By clicking the Submit button below, I am stating that the information provided above is true and correct to the best of my knowledge.

Submit



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# **EXHIBIT C**

Dear Consumer:

Pursuant to the settlement of the lawsuits by the Attorneys General of Pennsylvania and Washington against Internet Order LLC, and the investigation by the New York Attorney General, you are receiving notice of a restitution claims process related to a purchase you previously made of Pimsleur Language Learning CDs. If you believe you were charged for any CDs which you did not agree to purchase, you may be entitled to a refund. In order to be eligible for a refund, you must fully complete and submit the claim form found at [HYPERLINK](#) no later than (DATE—45 days from sending the email). For more information, you may visit ([WEBSITE with URL](#) or call XXXX—Claims Administrator 800#).

Very Truly Yours,

Kathleen G. Kane, Attorney General, Commonwealth of Pennsylvania

Eric T. Schneiderman, Attorney General, State of New York

Robert W. Ferguson, Attorney General, State of Washington

---

# **EXHIBIT D**

Dear Consumer:

This is a friendly reminder that the deadline is approaching for submitting a claim for a possible refund pursuant to the settlement of the lawsuits by the Attorneys General of Pennsylvania and Washington against Internet Order LLC, and the investigation by the New York Attorney General. In order to be eligible for a refund for the purchase of Pimsleur language learning CDs, you must fully complete and submit the claim form found at [HYPERLINK](#) no later than (DATE—45 days from sending the initial email). For more information, you may visit (WEBSITE with URL or call XXXX—Claims Administrator 800#).

Very Truly Yours,

Kathleen G. Kane, Attorney General, Commonwealth of Pennsylvania

Eric T. Schneiderman, Attorney General, State of New York

Robert W. Ferguson, Attorney General, State of Washington

---

# **EXHIBIT E**

Dear Consumer:

Pursuant to the settlement of the lawsuits by the Attorneys General of Pennsylvania and Washington against Internet Order LLC, and the investigation by the New York Attorney General, enclosed please find a refund check relating to the purchase you previously made of Pimsleur Language Learning CDs. This check represents your share of the monies collected from Internet Order LLC, and no further payments will be forthcoming.

---

Please be advised that the check must be deposited or cashed within ninety (90) days of the date on the check.

Very Truly Yours,

Kathleen G. Kane, Attorney General, Commonwealth of Pennsylvania

Eric T. Schneiderman, Attorney General, State of New York

Robert W. Ferguson, Attorney General, State of Washington