

Judgment without trial or adjudication of any issue of fact or law or any finding or admission of liability or fault of any kind.¹ The State and the Ackermann Defendants are referred to below collectively as “the Parties.”

This Court has reviewed the Complaint filed by the State and the Consent Judgment recommended by the Parties. NOW, THEREFORE, upon the consent of the parties, IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

I. PARTIES

1. Plaintiff is the State of Wyoming, acting by and through the Wyoming Attorney General, who is charged with enforcing the Wyoming Consumer Protection Act.

2. Defendant Endeavor Daily, LLC (Endeavor Daily) is a California Limited Liability Company formed on August 29, 2013, with its principal office address place of business located at Wikil Place, Palm Desert, California.

3. Defendant John Ackermann is a resident of Palm Desert, California and a member of Endeavor Daily, LLC.

II. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Defendants under Wyo. Stat. Ann. § 5-1-107 as Defendants have transacted business in and through the State of Wyoming at all times relevant to the State’s enforcement action.

¹ Contemporaneous with entering into this Consent Judgment, the Ackermann Defendants are entering to a substantially similar Consent Judgment to resolve the Colorado Attorney General’s parallel litigation, *State of Colorado v. Atlantic Publishers Group, LLC, et al.*, Case No. 2019-CV-031156 (Boulder Cnty. Dist. Crt.).

5. This Court has subject matter jurisdiction over this case under Wyo. Stat. Ann. § 40-12-106 as the State alleges that Defendants have engaged in unlawful trade practices in the course of business and in connection with “consumer transactions,” as that term is defined by Wyo. Stat. Ann. § 40-12-102(a)(ii).

6. Venue properly lies in Laramie County as Wyo. Stat. Ann. § 40-12-106 provides that actions under the Wyoming Consumer Protection Act may be brought in the District Court of Laramie County, Wyoming.

7. This Court retains jurisdiction of this Consent Judgment and the parties for any purposes relating to enforcement or modification of this Consent Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

III. INJUNCTIVE RELIEF

8. Effective immediately, this Court permanently enjoins the Ackermann Defendants and any other person under their control or at their direction who receives actual notice of this Consent Judgment from:

- a. Engaging in the magazine or newspaper subscription business in the State of Wyoming.
- b. Engaging in the magazine or newspaper subscription business in the State of Wyoming while using an out-of-state mailing address.
- c. Soliciting consumers in the State of Wyoming to purchase magazine or newspaper subscriptions.
- d. Acting as a consultant, or providing consumer data, to Wyoming individuals or Wyoming companies that are engaged in the magazine or newspaper subscription business.

- e. Processing orders for magazine or newspaper subscriptions for Wyoming consumers, including working with magazine clearinghouses or newspapers to process Wyoming consumer orders for magazine or newspaper subscriptions.
- f. Acting as a clearinghouse for magazine or newspaper subscriptions for Wyoming consumers.
- g. Disclosing, using, providing, selling, sharing, permitting the use of, or benefitting from the use of data, or information related to any Wyoming consumer, including but not limited to, name, address, age, phone number, email address, social security number, other identifying information, or prior magazine and newspaper subscription history.
- h. Conspiring with any individual or entity to violate this order.

Additionally, the Ackermann Defendants and their officers, directors, agents, servants, employees, independent contractors, and any other persons, in active concert or participation with them, who receive actual notice of the Court's order are enjoined from:

- i. Receiving, handling, depositing or maintaining funds received or derived from Wyoming consumers for magazine or newspaper subscriptions. The Ackermann Defendants shall return any Wyoming consumer funds received after the effective date of the Stipulated Preliminary Injunction Order, to the consumer within 7 business days of receiving funds from the consumer and shall document all such refunds with the consumer's name, address, phone number, if listed, on the consumer's payment, and amount of refund. Defendants shall forward to the Wyoming Attorney General all documentation regarding refunds within 7 business days of mailing the refund to the consumer.

9. These foregoing requirements shall act as permanent injunctions issued under Wyo. Stat. Ann. § 40-12-106.

IV. MONETARY PAYMENT

10. Within fourteen calendar days of entry of this Consent Judgment, the Ackermann Defendants shall make a monetary payment in the amount of \$387,500.00 to

the State of Wyoming. This payment shall be made in the form of a check made payable to the State of Wyoming and sent via overnight mail to the following address:

Wyoming Attorney General's Office
Consumer Protection Unit
c/o Benjamin M. Burningham
Senior Assistant Attorney General
Kendrick Building
2320 Capitol Ave.
Cheyenne, Wyoming 82002

11. This payment shall be used by the Attorney General of the State of Wyoming as trustee to hold and distribute such amount, pursuant to Wyo. Stat. Ann. § 9-1-639(a)(i), exclusively for the purpose of addressing consumer protection matters at her sole discretion. This payment is not a fine, penalty, or payment in lieu thereof and is made solely for the purpose of avoiding the expense and uncertainty of litigation.

12. If the Ackermann Defendants fail to make the payment described in Paragraph 10 when due, the Attorney General of the State of Wyoming shall be entitled to immediate entry of judgment against the Ackermann Defendants in the amount of \$2,000,000.00.

V. GENERAL PROVISIONS

13. *Titles Not Controlling.* Titles of sections and subsections used in this Consent Judgment are for reference only and do not give meaning to the Consent Judgment's terms.

14. *Notice.* Whenever the Ackermann Defendants shall provide notice or any other documents to the State under this Consent Judgment, that requirement shall be satisfied by sending notice to:

State of Wyoming v. Publishers Partnership Services, LLC, et al.
Consent Judgment against Ackermann Defendants
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Consumer Protection Unit
Office of the Wyoming Attorney General
Kendrick Building
2320 Capitol Ave.
Cheyenne, WY 82002
ag.consumer@wyo.gov

Any notice or other documents sent to the Ackermann Defendants by the State under this

Consent Judgment shall be sent to:

Christopher C. Voigt
Crowley Fleck PLLP
Transwestern II Building
490 North 31st Street, Suite # 500
P.O. Box 2529
Billings, MT 59103-2529
cvoigt@crowleyfleck.com

15. *Private Claims and Non-Approval of Conduct.* Nothing in this Consent Judgment shall be construed to create, waive, or limit any private right of action or be deemed as approval of the Ackermann Defendants' business practices by the Attorney General. The Ackermann Defendants shall make no representation or claim to the contrary.

16. *Compliance with Law.* Nothing in this Consent Judgment shall be construed as relieving the Ackermann Defendants of the obligation to comply with all federal, state or local laws, regulations, ordinances or rules, nor shall any provisions of the Consent Judgment be deemed to be permission to engage in any act or practice prohibited by law, regulation, or rule.

17. *Strict Performance.* Failure by any party to insist upon the strict performance by another party of the provisions of this Consent Judgment shall not be deemed a waiver

of the provisions of the Consent Judgment. Notwithstanding such failure, each party shall have the right to insist upon specific performance of any and all provisions of this Consent Judgment.

18. *Release of Claims.* The State acknowledges by its execution hereof that this Consent Judgment constitutes a settlement and release of all claims the State asserted or could have asserted under the Consumer Protection Act in its Complaint, that arose before entry of this Consent Judgment, and that are the subject of the Complaint filed in this action.

19. *Reservation of Claim.* Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or may take action based on the Ackermann Defendants' previous acts or practices not covered by this Complaint and Consent Judgment or any acts or practices conducted after entry of this Consent Judgment.

20. *Liability.* All parties are entering into this Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense of further litigation and without a finding or admission of liability or fault of any kind. The Ackermann Defendants deny any fault or liability of any kind, deny all the allegations in the litigation, and deny they have caused any harm of any nature.

21. *Successors in Interest.* The terms and provisions of this Consent Judgment may be enforced by the current Wyoming Attorney General, and by any of the Wyoming Attorney General's authorized agents or representatives, as well as by any of the Wyoming Attorney General's successors in interest, agents, or representatives.

22. *Consent to Jurisdiction.* In any action brought by the State to enforce this Consent Judgment, the Ackermann Defendants consent to personal and subject matter jurisdiction in Laramie County District Court. The Ackermann Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any state court within the United States. This Consent Judgment is governed by the laws of the State of Wyoming.

23. *Use of Settlement as Defense.* Nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the entry of this Consent Judgment that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment shall not be a defense to any such enforcement action.

24. *Severability.* If any clause, paragraph, or section of this Consent Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the Consent Judgment and this Consent Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

25. *Circumvention.* The Ackermann Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part which are prohibited by this Consent Judgment or for any other purpose which would otherwise circumvent any part of the Consent Judgment or the spirit or purposes of this Consent Judgment.

26. *Voluntary Settlement.* Each of the parties to this Consent Judgment warrants and represents that he, she, or it freely and voluntarily enters into this Consent Judgment without any degree of duress or compulsion. This Consent Judgment is the result of good faith negotiations conducted by and between the Parties.

27. *Knowledge.* The Ackermann Defendants acknowledge that they have thoroughly reviewed this Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

28. *Amendment.* This Consent Judgment is subject to modification only by the written agreement of the parties and approval of this Court.

29. *Execution in Counterparts.* This Consent Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

30. *Sovereign Immunity.* Nothing in this Consent Judgment shall be construed to waive the State of Wyoming or the Attorney General's sovereign immunity.

31. *Fees and Costs.* Each party shall pay his, hers, or its own attorney's fees and costs.

ENTERED THIS _____ day of _____ 2021.

THOMAS CAMPBELL
DISTRICT COURT JUDGE

**JOINTLY APPROVED
FOR PLAINTIFF STATE OF WYOMING**

By: Bridget Hill
Bridget Hill
Attorney General
State of Wyoming

Date: 5/5/21

By: Ben B
Benjamin Burningham (#7-5616)
Senior Assistant Attorney General
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ben.burningham@wyo.gov
**Plaintiff State of Wyoming's Counsel of Record*

Date: 5/5/21

FOR DEFENDANT ENDEAVOR DAILY, LLC

By: 

Date: 5/3/21

John Ackermann
Member
Endeavor Daily, LLC
c/o Christopher C. Voigt
Crowley Fleck PLLP
Transwestern II Building
490 North 31st Street, Suite # 500
P.O. Box 2529
Billings, MT 59103-2529
cvoigt@crowleyfleck.com

FOR DEFENDANT JOHN ACKERMANN

By: 

Date: 5/3/21

John Ackermann
c/o Christopher C. Voigt
Crowley Fleck PLLP
Transwestern II Building
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cvoigt@crowleyfleck.com

COUNSEL FOR THE ACKERMANN DEFENDANTS

By: 

Date: 5/4/21

Christopher C. Voigt
Crowley Fleck PLLP
Transwestern II Building
490 North 31st Street, Suite # 500
P.O. Box 2529
Billings, MT 59103-2529
cvoigt@crowleyfleck.com

IN THE FIRST JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF LARAMIE, STATE OF WYOMING

STATE OF WYOMING, by and through)	
BRIDGET HILL, WYOMING ATTORNEY)	
GENERAL,)	
)	
Plaintiff,)	
)	
vs.)	DOCKET NO. 194-208
)	
PUBLISHERS PARTNERSHIP SERVICES, LLC;)	
CUSTOMER PUBLICATION SERVICES, LLC;)	
ENDEAVOR DAILY, LLC; DENNIS SIMPSON,)	
INC.; LORI BOWMAN; JOHN ACKERMANN;)	
and DENNIS SIMPSON,)	
)	
Defendants.)	

CONSENT JUDGMENT AGAINST THE SIMPSON DEFENDANTS

Plaintiff, the State of Wyoming, by and through its Attorney General, filed a consumer protection enforcement action against Publishers Partnership Services, LLC; Customer Publication Services, LLC; Endeavor Daily, LLC; Dennis Simpson, Inc.; Lori Bowman; John Ackermann; and Dennis Simpson, seeking injunctive relief, civil penalties, consumer redress, and other equitable relief under the Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114.

The State and Defendants Dennis Simpson and Dennis Simpson, Inc. (collectively, Simpson Defendants) have agreed to resolve this action by entry of this Consent Judgment

without trial or adjudication of any issue of fact or law or any finding of liability of any kind.¹ The State and the Simpson Defendants are referred to below collectively as “the Parties.”

This Court has reviewed the Complaint filed by the State and the Consent Judgment recommended by the Parties. NOW, THEREFORE, upon the consent of the parties, IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

I. PARTIES

1. Plaintiff is the State of Wyoming, acting by and through the Wyoming Attorney General, who is charged with enforcing the Wyoming Consumer Protection Act.

2. Defendant Dennis Simpson, Inc. is a Washington Corporation formed on January 16, 2018, with its principal office address located at 7691 Iluminado, San Diego, California 92127.

3. Defendant Dennis Simpson is a resident of San Diego, California and is the owner and director of Dennis Simpson, Inc.

II. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Defendants under Wyo. Stat. Ann. § 5-1-107 as Defendants have transacted business in and through the State of Wyoming at all times relevant to the State’s enforcement action.

¹ Contemporaneous with entering into this Consent Judgment, the Simpson Defendants are entering to a substantially similar Consent Judgment to resolve the Colorado Attorney General’s parallel litigation, *State of Colorado v. Atlantic Publishers Group, LLC, et al.*, Case No. 2019-CV-031156 (Boulder Cnty. Dist. Crt.).

5. This Court has subject matter jurisdiction over this case under Wyo. Stat. Ann. § 40-12-106 as the State alleges that Defendants have engaged in unlawful trade practices in the course of business and in connection with “consumer transactions,” as that term is defined by Wyo. Stat. Ann. § 40-12-102(a)(ii).

6. Venue properly lies in Laramie County as Wyo. Stat. Ann. § 40-12-106 provides that actions under the Wyoming Consumer Protection Act may be brought in the District Court of Laramie County, Wyoming.

7. This Court retains jurisdiction of this Consent Judgment and the parties for any purposes relating to enforcement or modification of this Consent Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

III. INJUNCTIVE RELIEF

8. Effective immediately, this Court permanently enjoins the Simpson Defendants and any person under their control or at their direction who received actual notice of this Consent Judgment from:

- a. Engaging in the magazine or newspaper subscription business in the State of Wyoming.
- b. Engaging in the magazine or newspaper subscription business in the State of Wyoming while using an out-of-state mailing address.
- c. Soliciting consumers in the State of Wyoming to purchase magazine or newspaper subscriptions.
- d. Acting as a consultant, or providing consumer data, to Wyoming individuals or Wyoming companies that are engaged in the magazine or newspaper subscription business.

- e. Processing orders for magazine or newspaper subscriptions for Wyoming consumers, including working with magazine clearinghouses or newspapers to process Wyoming consumer orders for magazine or newspaper subscriptions.
- f. Acting as a clearinghouse for magazine or newspaper subscriptions for Wyoming consumers.
- g. Disclosing, using, providing, selling, sharing, permitting the use of, or benefitting from the use of data, or information related to any Wyoming consumer, including but not limited to, name, address, age, phone number, email address, social security number, other identifying information, or prior magazine and newspaper subscription history.
- h. Conspiring with any individual or entity to violate this order.

Additionally, the Simpson Defendants and their officers, directors, agents, servants, employees, independent contractors, and any other persons, in active concert or participation with them, who receive actual notice of the Court's order are enjoined from:

- i. Receiving, handling, depositing or maintaining funds received or derived from Wyoming consumers for magazine or newspaper subscriptions. The Simpson Defendants shall return any Wyoming consumer funds received after the effective date of the Stipulated Preliminary Injunction Order, to the consumer within 7 business days of receiving funds from the consumer and shall document all such refunds with the consumer's name, address, phone number, if listed, on the consumer's payment, and amount of refund. Defendants shall forward to the Wyoming Attorney General all documentation regarding refunds within 7 business days of mailing the refund to the consumer.

9. These foregoing requirements shall act as permanent injunctions issued under Wyo. Stat. Ann. § 40-12-106.

IV. MONETARY PAYMENT

10. Within fourteen calendar days of entry of this Consent Judgment, the Simpson Defendants shall make a monetary payment in the amount of \$112,500.00 to the

State of Wyoming. This payment shall be made in the form of a check made payable to the State of Wyoming and sent by priority mail with tracking to the following address:

Wyoming Attorney General's Office
Consumer Protection Unit
c/o Benjamin M. Burningham
Senior Assistant Attorney General
Kendrick Building
2320 Capitol Ave.
Cheyenne, Wyoming 82002

11. This payment shall be used by the Attorney General of the State of Wyoming as trustee to hold and distribute such amount, pursuant to Wyo. Stat. Ann. § 9-1-639(a)(i), exclusively for the purpose of addressing consumer protection matters at her sole discretion. This payment is not a fine, penalty, or payment in lieu thereof and is made solely for the purpose of avoiding the expense and uncertainty of litigation.

12. If the Simpson Defendants fail to make the payment described in Paragraph 10 when due, the Attorney General of the State of Wyoming shall be entitled to immediate entry of judgment against the Simpson Defendants in the amount of \$2,000,000.00.

V. GENERAL PROVISIONS

13. *Titles Not Controlling.* Titles of sections and subsections used in this Consent Judgment are for reference only and do not give meaning to the Consent Judgment's terms.

14. *Notice.* Whenever the Simpson Defendants shall provide notice or any other documents to the State under this Consent Judgment, that requirement shall be satisfied by sending notice to:

Consumer Protection Unit
Office of the Wyoming Attorney General
Kendrick Building
2320 Capitol Ave.
Cheyenne, WY 82002
ag.consumer@wyo.gov

Any notice or other documents sent to the Simpson Defendants by the State under this Consent Judgment shall be sent to:

Dennis Simpson
7691 Iluminado
San Diego, CA 92127
dls92127@gmail.com

15. *Private Claims and Non-Approval of Conduct.* Nothing in this Consent Judgment shall be construed to create, waive, or limit any private right of action or be deemed as approval of the Simpson Defendants' business practices by the Attorney General. The Simpson Defendants shall make no representation or claim to the contrary.

16. *Compliance with Law.* Nothing in this Consent Judgment shall be construed as relieving the Simpson Defendants of the obligation to comply with all federal, state or local laws, regulations, ordinances or rules, nor shall any provisions of the Consent Judgment be deemed to be permission to engage in any act or practice prohibited by law, regulation, or rule.

17. *Strict Performance.* Failure by any party to insist upon the strict performance by another party of the provisions of this Consent Judgment shall not be deemed a waiver of the provisions of the Consent Judgment. Notwithstanding such failure, each party shall

have the right to insist upon specific performance of any and all provisions of this Consent Judgment.

18. *Release of Claims.* The State acknowledges by its execution hereof that this Consent Judgment constitutes a settlement and release of all claims the State asserted or could have asserted under the Consumer Protection Act in its Complaint, that arose before entry of this Consent Judgment, and that are the subject of the Complaint filed in this action.

19. *Reservation of Claim.* Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or may take action based on the Simpson Defendants' previous acts or practices not covered by this Complaint and Consent Judgment or any acts or practices conducted after entry of this Consent Judgment.

20. *Liability.* All parties are entering into this Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense of further litigation and without a finding or admission of liability or fault of any kind. The Ackermann Defendants deny any fault or liability of any kind, deny all the allegations in the litigation, and deny they have caused any harm of any nature.

21. *Successors in Interest.* The terms and provisions of this Consent Judgment may be enforced by the current Wyoming Attorney General, and by any of the Wyoming Attorney General's authorized agents or representatives, as well as by any of the Wyoming Attorney General's successors in interest, agents, or representatives.

22. *Consent to Jurisdiction.* In any action brought by the State to enforce this Consent Judgment, the Simpson Defendants consent to personal and subject matter jurisdiction in Laramie County District Court. The Simpson Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any state court within the United States. This Consent Judgment is governed by the laws of the State of Wyoming.

23. *Use of Settlement as Defense.* Nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the entry of this Consent Judgment that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment shall not be a defense to any such enforcement action.

24. *Severability.* If any clause, paragraph, or section of this Consent Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the Consent Judgment and this Consent Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

25. *Circumvention.* The Simpson Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part which are prohibited by this Consent Judgment or for any other purpose which would otherwise circumvent any part of the Consent Judgment or the spirit or purposes of this Consent Judgment.

26. *Voluntary Settlement.* Each of the parties to this Consent Judgment warrants and represents that he, she, or it freely and voluntarily enters into this Consent Judgment without any degree of duress or compulsion. This Consent Judgment is the result of good faith negotiations conducted by and between the Parties.

27. *Knowledge.* The Simpson Defendants acknowledge that they have thoroughly reviewed this Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

28. *Amendment.* This Consent Judgment is subject to modification only by the written agreement of the parties and approval of this Court.

29. *Execution in Counterparts.* This Consent Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

30. *Sovereign Immunity.* Nothing in this Consent Judgment shall be construed to waive the State of Wyoming or the Attorney General's sovereign immunity.

31. *Fees and Costs.* Each party shall pay his, hers, or its own attorney's fees and costs.

ENTERED THIS _____ day of _____ 2021.

THOMAS CAMPBELL
DISTRICT COURT JUDGE

**JOINTLY APPROVED
FOR PLAINTIFF STATE OF WYOMING**

By: Bridget Hill
Bridget Hill
Attorney General
State of Wyoming

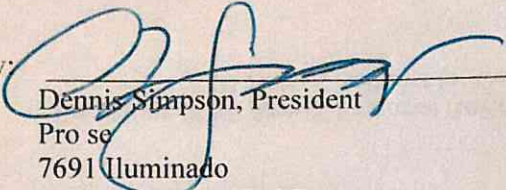
Date: 5/5/21

By: Ben B

Benjamin Burningham (#7-5616)
Senior Assistant Attorney General
State of Wyoming
Kendrick Building
2320 Capitol Avenue
Cheyenne, WY 82002
(307) 777-7847
ben.burningham@wyo.gov
**Plaintiff State of Wyoming's Counsel of Record*

Date: 5/5/21

FOR DEFENDANT DENNIS SIMPSON, INC.

By: 
Dennis Simpson, President
Pro se
7691 Iluminado
San Diego, CA 92127
dls92127@gmail.com

Date: 5/7/21

FOR DEFENDANT DENNIS SIMPSON

By: 
Dennis Simpson
Pro se
7691 Iluminado
San Diego, CA 92127
dls92127@gmail.com

Date: 5/7/21

STATE OF WYOMING, by and through
BRIDGET HILL, WYOMING ATTORNEY
GENERAL.

vs.

PUBLISHERS PARTNERSHIP SERVICES, LLC;
CUSTOMER PUBLICATION SERVICES, LLC;
ENDEAVOR DAILY, LLC; DENNIS SIMPSON,
INC.; LORI BOWMAN; JOHN ACKERMANN;
and DENNIS SIMPSON.

DOCKET NO. 194-208

FILED

MAR 25 2021

DIANE SANCHEZ
CLERK OF THE DISTRICT COURT

Plaintiff, the State of Wyoming, by and through its Attorney General, filed a consumer protection enforcement action against Publishers Partnership Services, LLC; Customer Publication Services, LLC; Endeavor Daily, LLC; Dennis Simpson, Inc.; Lori Bowman; John Ackermann; and Dennis Simpson, seeking injunctive relief, civil penalties, consumer redress, and other equitable relief under the Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114.

State of Wyoming v. Publishers Partnership Services, LLC, et al.
Consent Judgment against Bowman Defendants
Page 1 of 16

agreed to resolve this action by entry of this Consent Judgment without trial or adjudication of any issue of fact or law or any finding of liability of any kind.¹ The State and the Bowman Defendants are referred to below collectively as “the Parties.”

This Court has reviewed the Complaint filed by the State and the Consent Judgment recommended by the Parties. NOW, THEREFORE, upon the consent of the parties, IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

I. PARTIES

1. Plaintiff is the State of Wyoming, acting by and through the Wyoming Attorney General, who is charged with enforcing the Wyoming Consumer Protection Act.

2. Defendant Publishers Partnership Services, LLC (PPS) is a Wyoming limited liability company formed on November 30, 2017, with its current registered principal office and mailing addresses at 30 North Gould Street, Suite 10924, Sheridan, Wyoming 82801.

3. Defendant Customer Publication Services, LLC (CPS) is a Colorado limited liability company formed on March 20, 2019, with its principal office address at 6675 Secretariat Drive, Longmont, CO.

4. Defendant Lori Bowman is current resident of the State of Oregon who operated PPS and CPS in concert with Defendants John Ackermann, and Dennis Simpson.

¹ Contemporaneous with entering into this Consent Judgment, the Bowman Defendants are entering to a substantially similar Consent Judgment to resolve the Colorado Attorney General’s parallel litigation, *State of Colorado v. Atlantic Publishers Group, LLC, et al.*, Case No. 2019-CV-031156 (Boulder Cnty. Dist. Crt.).

II. JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendants under Wyo. Stat. Ann. § 5-1-107 as Defendants have transacted business in and through the State of Wyoming at all times relevant to the State's enforcement action.

6. This Court has subject matter jurisdiction over this case under Wyo. Stat. Ann. § 40-12-106 as the State alleges that Defendants have engaged in unlawful trade practices in the course of business and in connection with "consumer transactions," as that term is defined by Wyo. Stat. Ann. § 40-12-102(a)(ii).

7. Venue properly lies in Laramie County as Wyo. Stat. Ann. § 40-12-106 provides that actions under the Wyoming Consumer Protection Act may be brought in the District Court of Laramie County, Wyoming.

8. This Court retains jurisdiction of this Consent Judgment and the parties for any purposes relating to enforcement or modification of this Consent Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

III. INJUNCTIVE RELIEF

9. Effective immediately, the Bowman Defendants and any entity or person under their control or at their direction who receives actual notice of this Order shall not engage in the magazine or newspaper subscription business, including, but not limited to:

- a. Soliciting consumers to purchase magazine or newspaper subscriptions;
- b. Acting as a consultant, or providing consumer data, to individuals or companies that are engaged in the magazine or newspaper subscription business;

- c. Processing orders for magazine or newspaper subscriptions for consumers, including working with magazine clearinghouses or newspapers to process consumer orders for magazine or newspaper subscriptions;
- d. Acting as a clearinghouse for magazine or newspaper subscriptions for consumers;
- e. Disclosing, using, providing, selling, sharing, permitting the use of, or benefiting from, the use of data or information related to any consumer solicited by any Defendant in this action, including, but not limited to: consumer name, address, age, phone number, email address, social security name, other identifying information, and prior magazine and newspaper subscription history;
- f. Receiving, handling, depositing, or maintaining funds from consumers sent in response to solicitations for magazine or newspaper subscriptions. The Bowman Defendants shall return any consumer funds received after the effective date of this Consent Judgment, to the consumer within 7 business days of receiving funds from the consumer, and shall document all such refunds with the consumer's name, address, phone number, if listed, on the consumer's payment, and amount of refund, and shall forward such documentation to the Attorney General within 7 business days of mailing the refund to the consumer; and
- g. Conspiring with any individual or entity to violate this order.

10. These foregoing requirements shall act as permanent injunctions issued under Wyo. Stat. Ann. § 40-12-106.

IV. CIVIL PENALTIES

11. The Bowman Defendants shall be jointly and severally liable for and shall pay civil penalties in the amount of \$500,000.00 to the State of Wyoming under Wyo. Stat. Ann. § 40-12-113(c).

12. These civil penalties shall be suspended, subject to Paragraphs 13 through 19 below.

13. The suspension of these civil penalties will be lifted if, upon motion by the State, this Court finds that any of the Bowman Defendants failed to adhere to any requirement of Section III of this Consent Judgment.

14. The suspension of these civil penalties will be lifted as to Defendant Lori Bowman if, upon motion by the State, this Court finds that she failed to adhere to any requirement of Section V of this Consent Judgment.

15. The suspension of these civil penalties will be lifted if, upon motion by the State, this Court finds that any of the Bowman Defendants failed to adhere to any requirement of Section VI of this Consent Judgment.

16. The State's agreement to the suspension of these civil penalties is expressly premised upon the truthfulness, accuracy, and completeness of the Bowman Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the State, namely:

- a. Sworn financial affidavit of Lori Bowman, dated November 30, 2020;
- b. Sworn financial affidavit of Publishers Partnership Services, LLC, dated November 30, 2020;
- c. Sworn affidavit of Customer Publication Services, LLC, dated November 30, 2020;
- d. Sworn affidavit of Atlantic Publishers Group, LLC, dated November 30, 2020;

- e. Lori Bowman 2017 tax return;
- f. Lori Bowman 2018 tax return; and
- g. Lori Bowman 2019 tax return.

17. The suspension of civil penalties will be lifted if, upon motion by the State, this Court finds that any of the Bowman Defendants failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the final representations identified above.

18. If the suspension of civil penalties is lifted pursuant to this Consent Judgment, payment of the civil penalties shall become immediately due to the State of Wyoming.

19. The Bowman Defendants' financial representations identified above shall be treated as records of investigation conducted by the attorney general for the purposes of Wyo. Stat. Ann. § 16-4-203(b)(i).

V. OTHER MONETARY PAYMENT

20. Within fourteen calendar days of entry of this Consent Judgment, individual Defendant Lori Bowman shall make a monetary payment in the amount of \$15,000.00 to the State of Wyoming. This payment shall be made in the form of a check from the trust account of Ms. Bowman's Colorado legal counsel (Foster, Graham, Milstein & Calshier, LLP) made payable to the State of Wyoming and sent by certified or registered mail to the following address:

Wyoming Attorney General's Office
Consumer Protection Unit
c/o Benjamin M. Burningham
Senior Assistant Attorney General
Kendrick Building
2320 Capitol Ave.
Cheyenne, Wyoming 82002

21. This payment shall be used by the Attorney General of the State of Wyoming as trustee to hold and distribute such amount, pursuant to Wyo. Stat. Ann. § 9-1-639(a)(i), exclusively for the purpose of addressing consumer protection matters at her sole discretion. This payment is not a fine, penalty, or payment in lieu thereof and is made solely for the purpose of avoiding the expense and uncertainty of litigation.

VI. TRUTHFUL COOPERATION WITH THE STATE'S LITIGATION

22. In consideration of the State's willingness to suspend the civil penalties and accept a settlement payment that reflects Defendant Bowman's ability to pay, the suspension of civil penalties described in Section IV is further conditioned upon the following terms:

- a. The Bowman Defendants shall waive service and voluntarily accept subpoenas for depositions, hearings, and trial through undersigned defense counsel and shall willingly testify, to the best of their knowledge and recall, as required by these subpoenas. The Bowman Defendants shall remain in contact with undersigned defense counsel, through the final determination of all claims in this matter, and shall cooperate in the scheduling of deposition, hearing, and trial appearances;
- b. The Bowman Defendants shall attend depositions, hearings, and trial in compliance with all subpoenas, at their own cost;

- c. The Bowman Defendants shall provide truthful affidavits, or additional documentation, as requested by the State, through the conclusion of all litigation in this matter;
- d. The Bowman Defendants stipulate to the authenticity of all records produced to the Attorney General during its investigation;
- e. The Bowman Defendants shall not object to the State seeking banking records and affidavits from banking custodians of records for banks used to conduct the business activities of Atlantic Publishers Group, LLC, Publishers Partnership Services, LLC, and Customer Publication Services, LLC; and
- f. The Bowman Defendants shall make a monetary payment of \$15,000 as directed by the Colorado Attorney General as part of the settlement of the lawsuit brought by the Colorado Attorney General on November 25, 2019 against Lori Bowman, Atlantic Publishers Group, LLC, Publishers Partnership Services, LLC, and Customer Publication Services LLC (Case No. 2019-cv-31156).

VII. GENERAL PROVISIONS

23. *Titles Not Controlling.* Titles of sections and subsections used in this Consent Judgment are for reference only and do not give meaning to the Consent Judgment's terms.

24. *Notice.* Whenever the Bowman Defendants shall provide notice or any other documents to the State under this Consent Judgment, that requirement shall be satisfied by sending notice to:

Benjamin Burningham
Senior Assistant Attorney General
Consumer Protection Unit
Office of the Wyoming Attorney General
2320 Capitol Ave.
Cheyenne, WY 82002
ben.burningham@wyo.gov

Any notice or other documents sent to the Bowman Defendants by the State under this

Consent Judgment shall be sent to:

Kyle Ridgeway
Williams, Porter, Day & Neville P.C
159 N. Wolcott St., Suite 400
P.O. Box 10700
Casper, WY 82602
kridgeway@wpdn.net

25. *Private Claims and Non-Approval of Conduct.* Nothing in this Consent Judgment shall be construed to create, waive, or limit any private right of action or be deemed as approval of the Bowman Defendants' business practices by the Attorney General. The Bowman Defendants shall make no representation or claim to the contrary.

26. *Compliance with Law.* Nothing in this Consent Judgment shall be construed as relieving the Bowman Defendants of the obligation to comply with all federal, state or local laws, regulations, ordinances or rules, nor shall any provisions of the Consent Judgment be deemed to be permission to engage in any act or practice prohibited by law, regulation, or rule.

27. *Strict Performance.* Failure by any party to insist upon the strict performance by another party of the provisions of this Consent Judgment shall not be deemed a waiver of the provisions of the Consent Judgment. Notwithstanding such failure, each party shall have the right to insist upon specific performance of any and all provisions of this Consent Judgment.

28. *Release of Claims.* The State acknowledges by its execution hereof that this Consent Judgment constitutes a settlement and release of all claims the State asserted or could have asserted under the Consumer Protection Act in its Complaint, that arose before entry of this Consent Judgment, and that are the subject of the Complaint filed in this action.

29. *Reservation of Claim.* Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or may take action based on the Bowman Defendants' previous acts or practices not covered by this Complaint and Consent Judgment or any acts or practices conducted after entry of this Consent Judgment. For the avoidance of doubt, the State expressly reserves and excepts from any release set forth above any and all claims it may have against Defendants Endeavor Daily, LLC; Dennis Simpson, Inc.; John Ackermann; and Dennis Simpson.

30. *Successors in Interest.* The terms and provisions of this Consent Judgment may be enforced by the current Wyoming Attorney General, and by any of the Wyoming Attorney General's authorized agents or representatives, as well as by any of the Wyoming Attorney General's successors in interest, agents, or representatives.

31. *Consent to Jurisdiction.* In any action brought by the State to enforce this Consent Judgment, the Bowman Defendants consent to personal and subject matter jurisdiction in Laramie County District Court. The Bowman Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any state court within the United States. This Consent Judgment is governed by the laws of the State of Wyoming.

32. *Use of Settlement as Defense.* Nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the entry of this Consent Judgment that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment shall not be a defense to any such enforcement action.

33. *Use of Settlement in Business Activity.* Under no circumstances shall this Consent Judgment, the name of the State of Wyoming, or the name of the Attorney General or any of the State's employees or representatives be used by the Bowman Defendants or any of their employees, representatives, or agents in conjunction with any marketing or other business activity, including in responses to consumer complaints or as an endorsement of any conduct, past or present, by the Bowman Defendants. A violation of this paragraph constitutes a knowing and willful violation of this Consent Judgment.

34. *Severability.* If any clause, paragraph, or section of this Consent Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the Consent Judgment and this Consent Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

35. *Circumvention.* The Bowman Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part which are prohibited by this Consent

Judgment or for any other purpose which would otherwise circumvent any part of the Consent Judgment or the spirit or purposes of this Consent Judgment.

36. *Voluntary Settlement.* Each of the parties to this Consent Judgment warrants and represents that he, she, or it freely and voluntarily enters into this Consent Judgment without any degree of duress or compulsion. This Consent Judgment is the result of good faith negotiations conducted by and between the Parties.

37. *Knowledge.* The Bowman Defendants acknowledge that they have thoroughly reviewed this Final Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

38. *Amendment.* This Consent Judgment is subject to modification only by the written agreement of the parties and approval of this Court.

39. *Execution in Counterparts.* This Consent Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

40. *Service of Process.* The Bowman Defendants expressly waive any defect associated with service of the State's Complaint and this Consent Judgment and do not require issuance or service of summonses.

41. *Sovereign Immunity.* Nothing in this Consent Judgment shall be construed to waive the State of Wyoming or the Attorney General's sovereign immunity.

42. *Fees and Costs.* Each party shall pay his, hers, or its own attorney's fees and costs.

ENTERED THIS 24 day of March 2021.



THOMAS CAMPBELL
DISTRICT COURT JUDGE

STATE OF WYOMING COUNTY OF LARAMIE, SS CHEYENNE

I Diane Sanchez, Clerk of the District Court in and for the County of Laramie, Wyoming, do hereby certify that the within and foregoing is a full true and correct copy of the original thereof as the same appears on file or of record in my office and that the same is in full force and effect as of this date.

Witness my hand and seal of said court this 25 day of Mar, 2021

DIANE SANCHEZ
Clerk of District Court

By S. Nelson
Deputy

**JOINTLY APPROVED
FOR PLAINTIFF STATE OF WYOMING**

By: Bridget Hill
Bridget Hill
Attorney General
State of Wyoming

Date: 2/24/21

By: Ben B
Benjamin Burningham (#7-5616)
Senior Assistant Attorney General
State of Wyoming
2320 Capitol Avenue
Cheyenne, WY 82002
(307) 777-7847
ben.burningham@wyo.gov
**Plaintiff State of Wyoming's Counsel of Record*

Date: 2/24/21

Clerk of District Court certifies copies were
distributed on 3/25/21 to:

M - B. Burningham
M - K. Ridgeway
M - C. Voigt
M - D. Simpson

FOR DEFENDANT PUBLISHERS PARTNERSHIP SERVICES, LLC

By: L. Bowman

Date: 2-17-21

Lori Bowman
Member
Publishers Partnership Services, LLC
c/o Kyle Ridgeway
Williams, Porter, Day & Neville P.C
159 N. Wolcott St., Suite 400
P.O. Box 10700
Casper, WY 82602

FOR DEFENDANT CUSTOMER PUBLICATION SERVICES, LLC

By: L. Bowman

Date: 2-17-21

Lori Bowman
Member
Customer Publication Services, LLC
c/o Kyle Ridgeway
Williams, Porter, Day & Neville P.C
159 N. Wolcott St., Suite 400
P.O. Box 10700
Casper, WY 82602

FOR DEFENDANT LORI BOWMAN

By: L. Bowman

Date: 2-17-21

Lori Bowman
c/o Kyle Ridgeway
Williams, Porter, Day & Neville P.C
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**COUNSEL FOR PUBLISHERS PARTNERSHIP SERVICES, LLC; CUSTOMER
PUBLICATION SERVICES, LLC; AND LORI BOWMAN**

By: Kyle a Ridgeway

Date: February 18, 2021

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P.O. Box 10700
Casper, WY 82602