

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

**STATE OF GEORGIA ex rel.
Christopher M. Carr, Attorney General of the
State of Georgia,**

COMPLAINANT,

v.

**CA CERTIFICATE SERVICE, LLC.,
and, JAMES BEARD, INDIVIDUALLY,**

RESPONDENTS.

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**CIVIL ACTION FILE
NO. 2022CV367587**

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to O.C.G.A. § 10-1-390 *et seq.*, the Fair Business Practices Act (“FBPA”), Christopher M. Carr, Attorney General of the State of Georgia (“Attorney General”), has initiated an investigation and examination of certain acts or practices of CA Certificate Service, LLC dba GA Certificate Service (“the Business”) and James Beard, individually (collectively the business and Mr. Beard will be referred to as “Respondents”). To resolve the issues that are the subject of this investigation, the parties are willing to enter into an Assurance of Voluntary Compliance (“Assurance”) pursuant to O.C.G.A. § 10-1-402. It is therefore stipulated and agreed as follows:

I.

Respondents have engaged in consumer and/or office supply transactions, acts, or practices in the conduct of trade or commerce in part or wholly within the State of Georgia, as defined in O.C.G.A. § 10-1-392.

II.

CA Certificate Service LLC is a Florida company with a Principal Office address in Georgia. CA Certificate Service can be served through its Georgia registered agent, Registered Agents Inc. 300 Colonial Center Parkway, St. 100N, Roswell, Georgia 30076, and/or through its counsel, Forrest Clinard, Esq. James Beard is the sole owner, manager, and employee m of CA Certificate Service LLC. Mr. Beard can be served through CA Certificate Service LLC and/or through his counsel, Forrest Clinard.

III.

The parties acknowledge that jurisdiction and venue shall lie in the Superior Court of Fulton County, Georgia.

IV.

The Attorney General contends that Respondents have engaged in unfair or deceptive acts or practices during the course of consumer and office supply transactions in trade or commerce, as declared unlawful by O.C.G.A. § 10-1-390 *et seq.* Specifically, the Attorney General alleges that Respondents engaged in the following unlawful, unfair or deceptive acts or practices:

- A. Engaging in unfair or deceptive acts or practices in the conduct of office supply transactions in trade or commerce by representing, directly or by implication, that the cost charged for your service is a government fee, in violation of O.C.G.A. § 10-1-393.1(a) and/or O.C.G.A. § 10-1-393.1(b)(4).
- B. Misrepresenting your geographic origin by listing a Georgia address rather than the Florida address from which you operate, in violation of O.C.G.A. § 10-1-393.1(a).

V.

Pursuant to O.C.G.A. §§ 10-1-397 (b) and 10-1-402, which provide that an Assurance of Voluntary Compliance shall not be considered an admission of violation of the FBPA for any purpose, Respondents hereby enter into this Assurance to resolve this matter without the necessity of formal legal action. Acceptance of this Assurance by the Attorney General does not constitute approval of any of Respondents' business practices by the Attorney General.

VI.

In accepting this Assurance, the Attorney General hereby agrees not to initiate further legal action against Respondents concerning the matters covered in this Assurance; subject, however, to the provisions of O.C.G.A. § 10-1-402, and contingent upon Respondents' full compliance with all the terms and conditions set forth herein.

VII.

Respondents hereby acknowledge receipt of a copy of the Fair Business Practices Act ("FBPA"). Respondents further expressly acknowledge their awareness and understanding of these statutes and their provisions.

VIII.

Effective as of the date of acceptance of this Assurance by the Attorney General, Respondents shall abide by the following conditions:

- A. Respondents, including Respondents' employees, agents, and representatives, shall make every reasonable effort to comply fully with the FBPA and related applicable laws.
- B. Respondents shall treat any written solicitations to Georgia business offering assistance obtaining a Certificate of Existence or other records from the Georgia Secretary of State's

Office as “corporate filings” pursuant to O.C.G.A. § 10-1-393.16, and Respondent should accordingly comply with the requirements of O.C.G.A. § 10-1-393.16.

C. Respondents shall include, in at least 16 point Helvetica font:

(1) At the top of and at least two inches apart from any other text on such solicitation, the words:

“THIS IS A SOLICITATION. THIS IS NOT A BILL OR OFFICIAL
GOVERNMENT DOCUMENT AND HAS NOT BEEN SENT BY THE
GEORGIA SECRETARY OF STATE’S OFFICE OR THE GEORGIA
DEPARTMENT OF LABOR.”

No text on the solicitation shall be larger than the above required words.

(2) On front of the envelope or, if there is no envelope, on the part of the written solicitation that bears the postage stamp or amount, the word:

“SOLICITATION”

D. Respondents shall clearly and conspicuously disclose the purpose and amount of all fees, including distinguishing between fees paid to the Secretary of State’s Office and fees paid to Respondents for Respondents’ assistance in obtaining the record from the Secretary of State’s Office.

E. Respondents shall clearly and conspicuously disclose that that Respondents are not a government entity, Respondents are not affiliated with the government, and the business may obtain a Certificate of Existence directly from the Secretary of State’s Office for \$10.00.

F. Respondents shall notify CPD in writing of any new businesses through which Respondents, collectively and/or individually, offer to assist businesses with obtaining

records from the Georgia Secretary of State and/or any other Georgia government agency and any change in name or use of any aliases, fictitious names, or “doing business as” entities by Respondents within five (5) business days of the change in name or use of an alias, fictitious or “doing business as” entity.

- G. Respondents assert that their current refund policy is to refund the cost of Respondents’ services to any customer who complains and requests a refund. Since Respondents first received a letter from CPD regarding this matter, Respondents have refunded a total of \$6742.50 to 93 Georgia businesses.
- H. For a period of at two (2) years from the filing of this AVC, Respondents agree to keep in place a policy under which it will refund its service fee to any customer who complains that it only paid Respondents for their service due to the conduct alleged above in Paragraph IV. Respondents shall submit to CPD quarterly reports listing all refunds made to Georgia businesses during the time period.
- I. Respondents shall respond in a timely manner, but in no case later than five (5) business days, to all inquiries from CPD related to the subject matter of this Assurance. Respondents shall cooperate in good faith CPD to provide information requested by CPD, including, but not limited to, providing upon request information to substantiate or refute consumers’ requests for refunds. Such requests by CPD may be made to Respondents through the Businesses’ registered agent(s) and/or through Respondents’ counsel, Forrest Clinard at fkclinard@clinardlawfirm.com. If the identity or address of Respondents’ contacts change after filing of this Assurance, Respondents shall notify CPD within five (5) business days of the identity or address change.

IX.

Respondents shall remit the following:

- A. Court Costs: Upon submission of this Assurance to the Attorney General, a filing fee in the amount of ONE HUNDRED TWENTY AND 38/100 DOLLARS (\$120.38) shall be paid by certified check or money order made payable to “Department of Law.”
- B. Payments: Respondents shall pay ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), to be used by the Attorney General’s Office for purposes that may include, but are not limited to, civil penalties, attorneys’ fees, and other costs of investigation and litigation, or to be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General. Respondents shall make this payment by certified check or money order payable to the “Department of Law.” Payment shall be made in two installments:
 1. A first installment of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) shall be paid upon submission of this Assurance to the Attorney General.
 2. One final installment of SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) shall be paid by September 1, 2024. Respondents shall not be required to pay this final payment if the following conditions below have been met:
 - a. Respondents have complied in full with the provisions of this Assurance; and,

- b. The Attorney General has received from Respondents a request that the final payment be waived and a certification, under penalty of perjury, that Respondents have fully complied with all provisions of this Assurance. Said certification and request shall be submitted to the Attorney General no earlier than August 1, 2024. The Attorney General will determine whether the conditions for waiver of the final payment have been met and he will notify Respondents either that the final payment has been waived or, if the conditions have not been met, he will provide notice why the final payment will not be waived.

X.

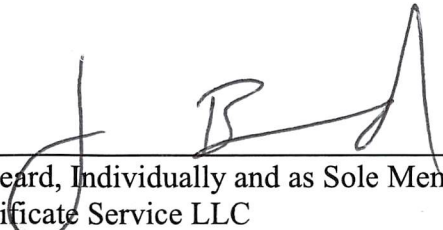
- A. Default: In the event the Attorney General believes Respondents have violated any term of this Assurance and therefore considers Respondents in default, the Attorney General shall provide notice to Respondents identifying Respondents' actions that constitute a default under this Assurance and shall provide Respondents ten (10) business days to explain why a default has not occurred. This default notice shall be sent to the contact provided in part II.
- B. The Attorney General shall decide in his sole discretion whether a default has occurred.
- C. In the event the Attorney General determines that a default of this Assurance has occurred, any and all remaining payments, including but not limited to the final installment, will become immediately due and payable to the Attorney General.
- D. In the event the Attorney General determines that a default of this Assurance has occurred, the Attorney General may take any and all action available to pursue enforcement and collection of amounts owed to the Attorney General less any installment payments received by the Attorney General.

E. In the event the Attorney General determines that a default of this Assurance has occurred, the Attorney General may pursue all rights and remedies available under the laws of the State of Georgia to compel Respondents' compliance with the relevant provisions of this Assurance.

XI.


This Assurance, made and entered into by and between the undersigned parties, is effective upon the date of acceptance by the Attorney General.

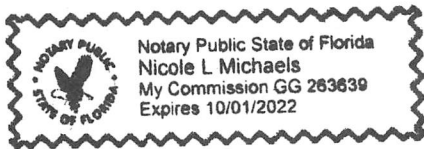
Proposed, consented and agreed to by:


James Beard, Individually and as Sole Member/Manager of
CA Certificate Service LLC

Date: 6/27/22

Sworn to and subscribed before me, this
27 day of June, 2022.


NOTARY PUBLIC
My commission expires: 10/01/2022



ACCEPTED BY:


Attorney General of the State of Georgia

Date: 7/18/22