

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

-vs-

FEDERAL SAFETY COMPLIANCE INC., an Active
State of Florida Corporation,

FEDERAL COMPLIANCE PUBLICATIONS, INC. an
Active State of Florida Corporation, and

JOSEPH MISHKIN and STEVEN MISHKIN,
INDIVIDUALLY, AND AS PRINCIPALS, OWNERS,
MANAGERS AND/OR OFFICERS OF FEDERAL
SAFETY COMPLIANCE, INC. AND FEDERAL
COMPLIANCE PUBLICATIONS, INC.,

DEFENDANTS.

CASE NO.

COMPLAINT

PLAINTIFF, STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS (“Attorney General” and/or “**PLAINTIFF**”), by and
through the undersigned Assistant Attorney General, hereby sues Defendants, **FEDERAL
SAFETY COMPLIANCE INC.**, an Active State of Florida Corporation, **FEDERAL
COMPLIANCE PUBLICATIONS, INC.** an Active State of Florida Corporation and
JOSEPH MISHKIN and **STEVEN MISHKIN**, Individually, and as Principals, Owners,
Managers and/or Officers of **FEDERAL SAFETY COMPLIANCE INC.** and **FEDERAL**

COMPLIANCE PUBLICATION, INC. (hereafter corporately and/or alternatively referred to as "**DEFENDANTS**").

Plaintiff alleges the following in support of this Complaint:

JURISDICTION AND VENUE

1. This is an action for injunctive relief, restitution, civil penalties, attorneys' fees and costs and all other available statutory relief against **DEFENDANTS** in excess of \$15,000.00, pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.

2. This Court has subject-matter jurisdiction, pursuant to the provisions Chapter 501, Part II, Florida Statutes and Section 817.415 (4),(5) and (6), Florida Statutes.

3. All actions material to this Complaint have occurred within four (4) years of its filing.

4. Venue is proper in Broward County, Florida as the statutory violations alleged herein occurred in, or affected residents of, Broward County, consumers in one or more counties within the State of Florida, and consumers in more than one State within the United States.

5. Venue is further proper in the Seventeenth Judicial Circuit in and for Broward County, Florida as **DEFENDANTS** reside in Broward County, Florida.

PUBLIC INTEREST STATEMENT

6. The Office of the Attorney General has conducted an investigation of the matters alleged herein, and Attorney General Pamela Jo Bondi has determined that this enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes. *See* Determination of Public Interest attached hereto as Plaintiff's Exhibit A.

PLAINTIFF

7. Plaintiff is an enforcing authority pursuant to Section 501.203(2) of the Florida Deceptive and Unlawful Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes, and is authorized to bring this action to enjoin violations of FDUTPA and to obtain legal, equitable or other appropriate relief including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, civil penalties, or other relief as may be appropriate by Sections 501.207, 501.2075 and 501.2077, Fla. Stat.

DEFENDANTS

FEDERAL SAFETY COMPLIANCE, INC.

8. Defendant, **FEDERAL SAFETY COMPLIANCE INC.**, is an active State of Florida corporation, established in or around 2012, with its principal office located in Miami, Miami-Dade County, Florida.

9. **FEDERAL SAFETY COMPLIANCE INC.** markets, and/or marketed, information packets to businesses purportedly aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.

FEDERAL COMPLIANCE PUBLICATIONS, INC.

10. **FEDERAL COMPLIANCE PUBLICATIONS, INC.**, is an active State of Florida corporation established in or around 2011, with its principal office located in Hollywood, Broward County, Florida.

11. **FEDERAL COMPLIANCE PUBLICATIONS, INC.** markets, and/or marketed, information packets to businesses purportedly aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.

JOSEPH MISHKIN

12. Defendant, **JOSEPH MISHKIN**, is a natural person who is, and/or was, a Principal, Owner, Manager and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.**

13. As a Principal, Owner, Manager and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.**, Defendant, **JOSEPH MISHKIN**, presently, and/or at all times material to the allegations in this AVC, participated in, controlled and/or possessed the authority to control the acts and practices of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.**, and possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

14. Upon information and belief, Defendant, **JOSEPH MISHKIN**, is an adult individual residing in Broward County, Florida.

STEVEN MISHKIN

15. Respondent, **STEVEN MISHKIN**, presently, and/or at all times material to the allegations in this AVC, participated in, controlled and/or possessed the authority to control the acts and practices of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **FEDERAL SAFETY COMPLIANCE, INC.**, and possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

16. Upon information and belief, Defendant, **STEVEN MISHKIN**, is an adult individual residing in Broward County, Florida.

TRADE AND COMMERCE

17. **DEFENDANTS**, at all material times hereto, provided goods or services within the definition of Section 501.203(8), Florida Statutes, within Broward County and elsewhere in Florida and the United States.

18. **DEFENDANTS**, at all material times hereto, solicited consumers within the definition of Section 501.203(7), Florida Statutes.

19. **DEFENDANTS**, at all material times hereto, engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes.

STATEMENT OF FACTS
(Defendants' Unfair and Deceptive Acts and Practices)

20. Beginning in or around at least October 30, 2012, the Office of the Attorney General for the State of Florida began receiving complaints from businesses that **DEFENDANTS** were engaging in unfair and deceptive trade practices by misleading businesses into believing that **DEFENDANTS** were selling information packets aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.

21. According to consumer-business complainants, their companies received repeated and unwanted telemarketing calls from a company identifying itself as either **FEDERAL COMPLIANCE PUBLICATIONS, INC.** or **FEDERAL SAFETY COMPLIANCE, INC.** informing the businesses that they were required by law to be in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.

22. **DEFENDANTS** implied that they were in some manner associated with either the federal government generically or with the Occupational Safety and Health Administration (OSHA) specifically.

23. **DEFENDANTS** would then ask for the name of the individual at the respective business who was responsible for the day-to-day operations of the business without stating either that the **DEFENDANTS** would be mailing OSHA rule books, labor law posters and/or other OSHA materials to the business or that there was a an attending charge for the materials.

24. Businesses thereafter receive unsolicited OSHA rule books, labor law posters and/or other OSHA materials.

25. Within days of a businesses' receipt of the unwanted items, invoices arrived of varying amounts (i.e., between approximately \$200.00 and approximately \$269.50) demanding immediate payment for the unsolicited OSHA rule books, labor law posters and/or other OSHA materials.

26. Alternately, **DEFENDANTS** would ask to personally speak to the person responsible for the day-to-day management of the respective business and advise that individual that the business was required by law to be in possession of the OSHA rule books, labor law posters and/or other OSHA materials that **DEFENDANTS** were selling and that immediate payment was required.

27. Businesses thereafter unwittingly complied with **DEFENDANTS'** request for immediate payment, and businesses thereafter received OSHA rule books, labor law posters and/or other OSHA materials from **DEFENDANTS**.

28. At no time prior to invoicing the businesses did **DEFENDANTS** inform the solicited businesses that the same materials that **DEFENDANTS** were selling to the businesses were available at no cost to the businesses directly from the Occupational Safety and Health Administration.

29. Regardless of which deceptive and unfair scheme was utilized by **DEFENDANTS**, cancellation requests made by businesses were met with outright refusals by **DEFENDANTS** and businesses were told by **DEFENDANTS** that by signing for the unwanted items, the businesses had automatically agreed to the purchase of the items.

30. When businesses challenged **DEFENDANTS'** efforts to force them to pay for the unwanted OSHA rule books, labor law posters and/or other OSHA materials, **DEFENDANTS** threatened the businesses with legal action, initiated the collection process and/or simply ignored the requests.

31. **PLAINTIFF** initially received approximately 188 complaints from business-consumers regarding deceptive and unfair business practices of **DEFENDANTS**. The below examples of two (2) specific business-consumer experiences are simply illustrative and should not be construed as the only instances in which a Florida consumer was harmed or could potentially be harmed by **DEFENDANTS**, and **PLAINTIFF** reserves the right to introduce evidence of other instances of **DEFENDANT'S** unfair and deceptive trade practices as alleged herein, including, but not limited to those, pertaining to consumers, other than those who have complained to the Office of the Attorney General for the State of Florida. See Attached Plaintiff's Exhibit B (Affidavit of Investigator Alan Schacht in support of Plaintiff's "Statement of Facts" herein)

I

ELIDA REYES-KERR

32. Consumer, Elida Reyes-Kerr ("**KERR**"), is the owner of an assisted living facility named Glenville Pines, ("Glenville"), located at 1351 Steele Road, Se. E., Palm Bay, Florida 32909.

33. In or around April, 2013, **KERR** received a telephone call from **FEDERAL SAFETY COMPLIANCE**.

34. **KERR** had just started this business and believed that the person on the phone to whom she was speaking was someone from the Federal Government Agency, Occupational Safety and Health Administration ("OSHA").

35. **KERR** was told by the individual that **KERR** had hired employees to work for her company and that as a result **KERR** was required to purchase the OSHA materials and that her failure to do so would result in her business being fined a substantial amount of money.

36. Because **KERR** operated an assisted living facility for the Elderly and the business is heavily regulated, she believed that the caller was calling from a legitimate government agency.

37. **KERR** received an OSHA kit from **FEDERAL SAFETY COMPLIANCE** a few days later, along with an invoice in the amount of \$269.50, dated April 17, 2013.

38. Inside the box were a CD and a 2-ring binder full of OSHA Rules and Regulations which appeared to **KERR** that **FEDERAL SAFETY COMPLIANCE** had simply printed out from a computer.

39. **KERR** checked with other owners in the assisted living facility business regarding the OSHA materials, and after speaking to various people was led to believe that she was the victim of a scam.

40. **KERR** immediately called **FEDERAL SAFETY COMPLIANCE** and told them that she wanted to return the kit; however, she was told by **FEDERAL SAFETY COMPLIANCE** that the company does not accept returns.

41. **KERR** continued calling **FEDERAL SAFETY COMPLIANCE** thereafter in an effort to resolve this issue, but after her initial contact, no one from the company ever answered the phone, and she left numerous telephone messages.

42. In or around August 21, 2013, **KERR** received a collections notice from an attorney named David B. Dohner, on behalf of **FEDERAL SAFETY COMPLIANCE**, and she also attempted to contact him on numerous occasions, but was never able to reach him.

43. **KERR** left numerous voicemails for Attorney Dohner, however, he also never returned her telephone call.

44. **KERR** refused to pay for the OSHA kit and subsequently received a letter from **FEDERAL SAFETY COMPLIANCE**, after she filed a complaint with the Better Business Bureau, that she was no longer required to pay for the OSHA kit.

45. **KERR** is a Florida citizen. *See* Attached Plaintiff's Exhibit C (Consumer Declaration of Ms. Elida Ryes-Kerr).

II

JOHN EDDY HOPKINS

46. Consumer, John Eddy Hopkins (**HOPKINS**), is the owner of a car dealership named Hopkins Motorcars, located at 4909 Hwy 90 Marianna, FL 32448.

47. In or around March 24, 2014, **HOPKINS'** service manager, Chris Oney (**ONEY**), received a telephone call from someone from **FEDERAL SAFETY COMPLIANCE** claiming to represent the Federal Government Agency, Occupational Safety and Health Administration (**OSHA**).

48. During the conversation, the representative told **HOPKINS'** service manager that **HOPKINS'** business, Hopkins Motorcars, needed to be in compliance with OSHA regulations

and that **FEDERAL SAFETY COMPLIANCE** would be sending the company a Compliance Information Package. Since **ONEY** was convinced he was talking to OSHA, he told the person on the other line to go ahead and send the package.

49. The OSHA kit subsequently arrived from a company named **FEDERAL SAFETY COMPLIANCE** and contained a CD and a binder along with an invoice in the amount of \$289.50 dated March 24, 2014.

50. When **HOPKINS'** service manager told **HOPKINS** about the company's receipt of the OSHA kit, **HOPKINS** immediately knew it was a scam and that the package was not from OSHA.

51. **HOPKINS** called **FEDERAL SAFETY COMPLIANCE** and told them that he wanted to return the kit and that he was not going to pay for the unsolicited materials which **FEDERAL SAFETY COMPLIANCE** had sent to his company.

52. **HOPKINS** was told by **FEDERAL SAFETY COMPLIANCE** that if he did not pay the invoice amount, then his company's account would be sent to collections.

53. **HOPKINS** again reiterated to **FEDERAL SAFETY COMPLIANCE** that he was not going to pay for the OSHA materials that it had sent to his company, and he asked that **FEDERAL SAFETY COMPLIANCE** send a UPS label so that he could return the materials right back to the company.

54. On March 27, 2014, **HOPKINS** sent a letter to **FEDERAL SAFETY COMPLIANCE** detailing the events that took place and additionally informed the company that he had sent a complaint against the company to OSHA, the Florida Department of Business & Professional Regulation ("DBPR"), the Florida Attorney General's Office and the Federal Trade Commission ("FTC").

55. **HOPKINS** never again heard from **FEDERAL SAFETY COMPLIANCE** after he sent them the letter dated March 27, 2014.

56. **HOPKINS** is a Florida citizen. *See* Attached Plaintiff's Exhibit D (Consumer Declaration of Mr. John Eddy Hopkins).

ASSURANCE OF VOLUNTARY COMPLIANCE

57. On or about July 2, 2014, Defendants, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, entered into an AVC with the Office of the Attorney General in order to terminate the Attorney General's investigation against these **DEFENDANTS**, pursuant to Agency Case No. L13-3-1159. *See* Attached Plaintiff's Exhibit E (AVC).

58. The non-monetary terms and conditions of the AVC required the following, in relevant part:

I. NON-MONETARY TERMS AND CONDITIONS

13. The **DEFENDANTS, FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, agree to refrain from violating the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, to conduct business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and to alter their business practices in the following manner:

14. The **DEFENDANTS**, when offering, marketing and/or selling any products in the State of Florida in furtherance of its business of soliciting, inducing and/or encouraging consumers and/or businesses in Florida and throughout the United States to use any Occupational Safety and Health Act (“OSHA”) information, compliance or other packets, rule books, documents, posters and/or any other OSHA-related items produced, provided and/or mailed to businesses by or on behalf of **FEDERAL SAFETY COMPLIANCE INC. AND/OR FEDERAL COMPLIANCE PUBLICATIONS, INC.**, shall:

- A. advise consumers and/or businesses, both orally and in writing, that the **DEFENDANTS** are not affiliated in any manner with Occupational Safety and Health Administration (“OSHA”) and/or any other governmental agency; and
- B. within thirty (30) days of the receipt of a request by a consumer and/or business, cancel orders and/or promptly issue refunds for products sent to the respective consumer and/or business by the **DEFENDANTS**, absent the receipt of express written, or otherwise confirmed, consent of the consumer and/or business.

15. The **DEFENDANTS**, when offering, marketing and/or selling any products in the State of Florida in furtherance of its business of soliciting, inducing and/or encouraging consumers and/or businesses in Florida and throughout the United States to use

any Occupational Safety and Health Act ("OSHA") information, compliance or other packets, rule books, documents, posters and/or any other OSHA-related items produced, provided and/or mailed to businesses by or on behalf of **FEDERAL SAFETY COMPLIANCE INC. AND/OR FEDERAL COMPLIANCE PUBLICATIONS, INC.**, shall not:

- A. utilize any advertising, marketing tools and/or business materials, including, but not limited to, brochures, pamphlets, flyers, newspapers, magazines, periodicals, radio, websites, telemarketing, television, Yellow Pages, letterhead, envelopes, invoices and/or contracts which suggest, or are reasonably aimed at leading consumers and/or businesses to believe, that the **DEFENDANTS** are affiliated in any manner with Occupational Safety and Health Administration ("OSHA") and/or any other governmental agency;
- B. mail, send, deliver and/or provide unwanted and/or unsolicited materials to consumers and/or businesses absent receipt of express written, or otherwise confirmed, consent of the consumers and/or businesses;
- C. bill, invoice or otherwise attempt to collect payment from consumers and/or businesses absent receipt of express written, or otherwise confirmed, consent of consumers and/or businesses;

- D. provide unwanted and/or unsolicited products to consumers and/or businesses and thereafter charge consumers and/or businesses for the unwanted and/or unsolicited products based solely upon the fact that the consumers and/or businesses signed for the unwanted and/or unsolicited products. Neither consumers nor businesses may be charged for unwanted and/or unsolicited products by the **DEFENDANTS** absent receipt of express written, or otherwise confirmed, consent of consumers and/or businesses;
- E. repeatedly call consumers and/or businesses which have expressed a lack of interest in purchasing the products being offered by the **DEFENDANTS**. Specifically, once a consumer and/or business has expressed a lack of interest in purchasing the products being offered by the **DEFENDANTS**, the **DEFENDANTS** may not thereafter contact that consumer and/or business for a period of no less than one (1) year; and
- F. contact any consumer and/or business which it knows, or reasonably should have known, is on a "No-Call Registry".

59. The AVC specifically provided that in the event that **DEFENDANTS** failed to comply with the terms of the AVC, then such action would be by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes as to **DEFENDANTS** and that **DEFENDANTS** would be liable for their failure to comply and subject to any and all civil penalties and sanctions authorized by law.

60. Defendants, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, violated the non-monetary terms and conditions of the AVC by continuing to engage in the same deceptive and unlawful trade practices which were the subject of the AVC.

POST ASSURANCE OF VOLUNTARY COMPLIANCE CONDUCT

61. Subsequent to the entry by Defendants, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, into an AVC with the Office of the Attorney General for the State of Florida, **PLAINTIFF** learned that Defendant, **STEVEN MISHKIN**, while not included as a **RESPONDENT** in the AVC, was nonetheless a Principal, Owner, Manager and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.**, and was responsible for the day-to-day operations of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.** both prior to and following the date of the AVC, including the date of the instant Complaint.

62. Moreover, since entry by Defendants, **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **FEDERAL SAFETY COMPLIANCE, INC.** and **JOSEPH MISHKIN**, into an AVC with the Office of the Attorney General for the State of Florida, **PLAINTIFF** received additional complaints from consumers in support of the allegations in the instant Complaint, that is, that Defendants, **FEDERAL COMPLIANCE PUBLICATIONS, INC., FEDERAL SAFETY COMPLIANCE, INC., JOSEPH MISHKIN** and now **STEVEN MISHKIN**, are engaging, or continuing to engage, in the same deceptive and unlawful trade practices which were the subject of the AVC as detailed above in Paragraphs 20 through 60.

POST-AVC CONSUMER COMPLAINT ILLUSTRATIONS

63. **PLAINTIFF** received approximately ninety-one (91) complaints from business-consumers regarding post-AVC deceptive and unfair business practices of **DEFENDANTS**. The unlawful conduct of **DEFENDANTS** is ongoing and continuous. Therefore, the below examples of four (4) specific business-consumer experiences are simply illustrative and should not be construed as the only instances in which a Florida consumer and/or other consumer was harmed or could potentially be harmed by **DEFENDANTS**, and **PLAINTIFF** reserves the right to introduce evidence of other instances of **DEFENDANTS'** unfair and deceptive trade practices as alleged herein, including, but not limited to those, pertaining to consumers, other than those who have complained to the Office of the Attorney General for the State of Florida.

I ANN POWERS

64. Consumer, Ann Powers ("**POWERS**") is the owner of Air Care Systems, Inc. (Air Care), which is located at 1419 Chaffee Drive, Suite 3, Titusville, Florida 32780.

65. On or about August 15, 2014, **POWERS'** receptionist, Monique Henzmann, told her that she had received a call from someone named "Robin Lane" from **FEDERAL SAFETY COMPLIANCE** informing her that OSHA materials that Air Care had ordered would be sent to the company in one to two business days.

66. **POWERS** called **FEDERAL SAFETY COMPLIANCE** immediately; however, no one answered the telephone. **POWERS** left a telephone message but no one ever returned her call.

67. Several days later, an OSHA kit arrived at Air Care with an invoice inside dated August 15, 2014, in the amount of \$298.50, and an IRS W-9 Form.

68. Inside the box was a 2-ring binder full of OSHA Rules and Regulations which appeared that **FEDERAL SAFETY COMPLIANCE** had simply printed out from a computer.

69. **POWERS** immediately contacted **FEDERAL SAFETY COMPLIANCE** and advised that no one from Air Care had ordered the materials that **FEDERAL SAFETY COMPLIANCE** had sent to Air Care and that **POWERS** would be returning the materials.

70. **POWERS** was told by an unidentified male that **FEDERAL SAFETY COMPLIANCE** had a “recorded conversation” on behalf of Air Care agreeing to accept and to purchase the materials. As the result of the “recorded conversation”, **FEDERAL SAFETY COMPLIANCE** would not allow Air Care to return the materials and Air Care was obligated to pay.

71. **POWERS** reiterated that her company would not be paying for the unsolicited materials, and after approximately four attempts to resolve the matter, an individual named “Crystal Price” agreed to allow **POWERS** to return the materials after **POWERS** advised Price that she had filed a complaint with the Office of the Attorney General for the State of Florida.

72. **POWERS** subsequently received a return label from **FEDERAL SAFETY COMPLIANCE**, and on August 25, 2014, she returned the materials which had been sent to Air Care from **FEDERAL SAFETY COMPLIANCE** via USPS mail.

73. **POWERS** further received an invoice from **FEDERAL SAFETY COMPLIANCE** on August 29, 2014, which had been stamped “VOID” and which now had a \$0 balance.

74. **POWERS** is a Florida citizen. See Attached Plaintiff's Exhibit F (Consumer Declaration of Ms. Ann Powers).

II
REBECCA ANDERSON

75. Consumer, Rebecca Anderson (“ANDERSON”), is the General Manager of White Banner Uniforms (“White Banner”), located at 228 North Broadway, Fargo, ND, 58102.

76. According to ANDERSON, Amanda Rogalla (“Rogalla”), an employee of White Banner, received a telephone call from **FEDERAL SAFETY COMPLIANCE** on September 25, 2014.

77. Rogalla transferred the call to ANDERSON and when ANDERSON answered the phone, she was told by a representative of **FEDERAL SAFETY COMPLIANCE** that White Banner would be sent the 2015 OSHA compliance packages and new evacuation maps.

78. ANDERSON was further told that the evacuation maps were to be placed in a location where all employees could see them and that the company would be billed \$298.50.

79. ANDERSON advised that the representative used the words “federal” and “OSHA” and told her that White Banner was required to have these OSHA materials.

80. ANDERSON believed that she was speaking to someone from the Federal Government and that the materials were required; however, after later consulting with the head of the Accounts Payable Division she learned that the materials discussed by the representative of **FEDERAL SAFETY COMPLIANCE** were available for free from the OSHA website.

81. Within one week of the call from **FEDERAL SAFETY COMPLIANCE**, a package arrived with the discussed materials, and Mary English, the owner of White Banner called the toll free number listed on the invoice which was included in the package of materials sent to White Banner by **FEDERAL SAFETY COMPLIANCE** and requested a return mailing label in order to return the package to **FEDERAL SAFETY COMPLIANCE**.

82. The representative of **FEDERAL SAFETY COMPLIANCE** agreed to send a return mailing label; however no return label was ever provided.

83. Ms. English finally returned the package of materials to **FEDERAL SAFETY COMPLIANCE**, at White Banner's expense, after not receiving a return label as requested. *See Attached Plaintiff's Exhibit G (Consumer Declaration of Ms. Rebecca Anderson).*

III LISA KEEPEES

84. Consumer, Lisa Keepes ("**KEEPES**"), is the owner and CEO of Keepes Trucking, LLC. and is in charge of all day-to-day operations of the business, including, but not limited to, billing.

85. According to **KEEPES**, on or about October 15, 2014, she received a telephone call from a representative of **FEDERAL SAFETY COMPLIANCE** asking if she was the manager of the company.

87. **KEEPES** confirmed that she was, and the representative said that **FEDERAL SAFETY COMPLIANCE** would be sending her OSHA manuals and posters so that the business would be in compliance with the law.

88. **KEEPES** noted that while she was asked if she was authorized to accept the OSHA materials on behalf of Keepes Trucking, LLC, she was never asked by **FEDERAL SAFETY COMPLIANCE** whether Keepes Trucking, LLC wanted to the OSHA materials; only that OSHA materials were being sent to her business and that she would receive an invoice a few days after her receipt of the OSHA materials. Before **KEEPES** could respond, the caller hung up.

89. **KEEPES** believed that she was speaking to someone from the federal government.

90. About a week after the phone call, a package containing a poster, a 3-ring binder and a copy of **FEDERAL SAFETY COMPLIANCE'S** IRS W-9 Form was left on the company's doorstep.

91. Approximately two (2) days after the arrival of the package, **KEEPES** received an invoice in the amount of \$298.50.

92. **KEEPES** returned the package of OSHA materials to **FEDERAL SAFETY COMPLIANCE**. *See* Attached Plaintiff's Exhibit H (Consumer Declaration of Ms. Rebecca Anderson).

IV **SCOTT FAUBER**

93. Consumer, Scott Fauber ("**FAUBER**"), is the owner of two (2) pharmacies which operate under the name of Shawsville Pharmacy, Inc. and is in charge of most of the day-to-day operations at both locations, especially with respect to accounts payable and regulatory matters.

94. On or about September 1, 2014, **FAUBER** arrived at one of his pharmacies and saw an unopened package from **FEDERAL SAFETY COMPLIANCE**.

95. After opening the package **FAUBER** saw that it contained what appeared to be OSHA materials and an invoice in the amount of \$298.50.

96. **FAUBER** knew immediately that no one at either of his pharmacies had ordered the contents of the package.

97. On September 3, 2014, **FAUBER** called the number cited on the invoice and spoke to a woman named "Linda" regarding the package.

98. According to Linda, one of **FAUBER'S** employees named Kerry Pettrey authorized the shipment of the OSHA materials. Linda further alleged that **FEDERAL SAFETY COMPLIANCE** had a recording of Ms. Pettrey's authorization.

99. **FAUBER** contacted Kerry Pettrey, and she told him that while she recalled **FEDERAL SAFETY COMPLIANCE** calling the pharmacy, she did not authorize the shipment of the OSHA materials contained in the package.

100. **FAUBER** subsequently asked Linda to send him a copy of the recording; however, she refused and said that she would send him a return label to return the materials to **FEDERAL SAFETY COMPLIANCE**.

101. **FAUBER** called **FEDERAL SAFETY COMPLIANCE** and left a message on September 22, 2014, because he had not yet received the promised return label as promised by Linda. No one from **FEDERAL SAFETY COMPLIANCE** returned **FAUBER'S** telephone call.

102. On September 24, 2014, **FAUBER** again called **FEDERAL SAFETY COMPLIANCE** because rather than receiving the return label promised by Linda, he received another invoice from **FEDERAL SAFETY COMPLIANCE** for the OSHA materials.

103. A woman named "Shannon" answered the phone, and **FAUBER** detailed his conversation with Linda and requested a return label. Shannon then told **FAUBER** that **FEDERAL SAFETY COMPLIANCE** would send him neither a return label nor a copy of the recording of the telephone call with Kerry Pettrey.

104. Shannon further advised that **FEDERAL SAFETY COMPLIANCE** was going to rely on Kerry Pettrey's authorization to send the OSHA materials and that **FEDERAL SAFETY COMPLIANCE** was expecting to receive payment for the OSHA materials that it sent to **FAUBER'S** pharmacy.

105. FAUBER again told Shannon that Shawsville's Pharmacy would not be paying the invoice because **FEDERAL SAFETY COMPLIANCE** sent the materials without the authorization of his company.

106. FAUBER thereafter paid \$10.74 to return the package to **FEDERAL SAFETY COMPLIANCE**. See Attached Plaintiff's Exhibit I (Consumer Declaration of Scott Fauber).

COUNT I

VIOLATION OF FDUTPA THROUGH FAILURE TO COMPLY WITH PRIOR ASSURANCE OF VOLUNTARY COMPLIANCE

**(AS TO DEFENDANTS, JOSEPH MISHKIN, FEDERAL COMPLIANCE
PUBLICATIONS, INC. AND FEDERAL SAFETY COMPLIANCE, INC.)**

107. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 106 as if fully set forth herein.

108. FDUTPA provides that "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Section 501.204, Fla. Stat.

109. The provisions of FDUTPA are to be "construed liberally" to promote the protection of the "consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Section 501.202, Fla. Stat.

110. Failure to comply with a previously executed and un-rescinded Assurance of Voluntary Compliance is a violation of FDUTPA. Section 501.207(6), Fla. Stat.

111. Any person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation; willful violations occur when the person knew or

should have known that the conduct in question was deceptive or unfair or prohibited by rule.
Section 501.2075, Fla. Stat.

112. On or about July 2, 2014, Defendants, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, entered into an AVC with the Office of the Attorney General in order to terminate the Attorney General's investigation against these **DEFENDANTS**, pursuant to Agency Case No. L13-3-1159, a copy of which is attached hereto as Plaintiff's Exhibit B.

113. Since then, the AVC has neither been rescinded by agreement of the Parties nor voided by a Court for good cause.

114. From an unknown date, but commencing at least from in or about October 30, 2012, and continuing to the present, Defendants, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, while engaging in trade or commerce, failed to comply with the terms and conditions of the AVC and continued, among other things, to:

- a. Falsely imply to businesses that **DEFENDANTS** were in some manner associated with either the federal government generically or with the Occupational Safety and Health Administration (OSHA) specifically and that **DEFENDANTS** were authorized vendors of OSHA materials;
- b. Send packages of OSHA rule books, labor law posters and/or other OSHA materials to businesses with neither the express nor implied consent of the businesses and thereafter charging the businesses for the materials; and/or sending packages of OSHA rule books, labor law posters and/or other OSHA materials to businesses with the consent of the businesses, but demanding upfront payment for the posters and materials all without informing the businesses that the same materials which **DEFENDANTS** were selling to businesses were available to those businesses through OSHA for either no charge or a nominal charge; and
- c. Refuse to cancel the unwanted orders as requested by businesses and attempt obtain payments from businesses for the unwanted and/or unneeded OSHA rule books, labor law posters and/or other OSHA materials by methods which

included, but were not limited to, threats of legal action and/or initiated of the collection process.

115. Defendants, **JOSEPH MISHKIN, FEDERAL COMPLIANCE PUBLICATIONS, INC. and FEDERAL SAFETY COMPLIANCE, INC.,** have violated and will continue to violate the FDUTPA.

116. The above-described acts and practices of **DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT II

FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT **CHAPTER 501, PART II FLORIDA STATUTES ("FDUTPA")**

(AS TO ALL DEFENDANTS NAMED HEREIN)

117. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 116 above as if fully set forth herein.

118. FDUTPA provides that "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Section 501.204, Fla. Stat. Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

119. FDUTPA defines "trade or commerce" as:

...the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of

value, wherever situated. "Trade or commerce" shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

Section 501.203(8), Fla. Stat. (Emphasis added).

120. The provisions of FDUTPA are to be "construed liberally" to promote the protection of the "consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Section 501.202, Fla. Stat.

121. Any person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. Section 501.2075, Fla. Stat.

122. As more particularly describe above herein **DEFENDANTS**, engaged in at all times material hereto deceptive and unfair business practices which include, but are not limited to:

- a. Falsely implying to businesses that **DEFENDANTS** were in some manner associated with either the federal government generically or with the Occupational Safety and Health Administration (OSHA) specifically and that **DEFENDANTS** were authorized vendors of OSHA materials;
- b. Sending packages of OSHA rule books, labor law posters and/or other OSHA materials to businesses with neither the express nor implied consent of the businesses and thereafter charging the businesses for the materials; and/or Sending packages of OSHA rule books, labor law posters and/or other OSHA materials to businesses with the consent of the businesses, but demanding upfront payment for the posters and materials all without informing the businesses that the same materials which **DEFENDANTS** were selling to businesses were available to those businesses through OSHA for either no charge or a nominal charge; and

- c. Refusing to cancel the unwanted orders as requested by businesses and attempt obtain payments from businesses for the unwanted and/or unneeded OSHA rule books, labor law posters and/or other OSHA materials by methods which included, but were not limited to, threats of legal action and/or initiated of the collection process.

123. **DEFENDANTS** have violated and will continue to violate the FDUTPA.

124. The above-described acts and practices of **DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Florida, Department of Legal Affairs, Office of the Attorney General, respectfully requests that this Court:

- A. **ENTER** judgment in favor of Plaintiffs on all counts alleged in this Complaint;
- B. **GRANT** permanent injunctions against **DEFENDANTS**, and its officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction, prohibiting and enjoining such persons from violating the provisions of Chapter 501, Part II, Florida Statutes, and Section 817.415 (4) Florida Statutes, as specifically alleged above and granting any further appropriate injunctive relief;
- C. **AWARD** full restitution against **DEFENDANTS** to consumers for the acts and practices of **DEFENDANT** either directly or on its behalf through its authorized Florida-based Distributors and/or other sales representatives in accordance with § 501.207, Florida Statutes;

D. **AWARD** disgorgement of all revenue, and all interest or proceeds derived therefrom by **DEFENDANTS** as the result of transactions with Florida consumers, generated as a result of the unconscionable, unfair and deceptive practices as set forth in this Complaint, to the Attorney General for deposit into the General Revenue Fund;

E. **ASSESS** civil penalties against **DEFENDANTS** in the amount of Ten Thousand Dollars (\$10,000.00), pursuant to §501.2075, Florida Statutes or Fifteen Thousand Dollars (\$15,000.00) in cases involving senior citizens or handicapped persons, pursuant to §501.2077(2), Fla. Stat., for each violation of Chapter 501, Part II, Florida Statutes;

F. **AWARD** attorneys' fees and costs against **DEFENDANTS**, pursuant to Section 501.2075, Fla. Stat., or as otherwise authorized by law.

G. **GRANT** such other relief as this Honorable Court deems just and proper.

Dated this 31st day of July, 2015.

Respectfully Submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

/s/

CAROL E. A. DEGRAFFENREIDT
ASSISTANT ATTORNEY GENERAL
Florida Bar # 0642101
Office of the Attorney General
Division of Economic Crimes
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida 33405
Tel: 561-837-5000, Ext. 124
Fax: 561-837-5109

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

-vs-

FEDERAL SAFETY COMPLIANCE INC., an Active
State of Florida Corporation,

FEDERAL COMPLIANCE PUBLICATIONS, INC. an
Active State of Florida Corporation, and

JOSEPH MISHKIN and STEVEN MISHKIN,
INDIVIDUALLY, AND AS PRINCIPALS, OWNERS,
MANAGERS AND/OR OFFICERS OF FEDERAL
SAFETY COMPLIANCE, INC. AND FEDERAL
COMPLIANCE PUBLICATIONS, INC.,

DEFENDANTS.

CASE NO.

DETERMINATION OF PUBLIC INTEREST

COMES NOW, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF
FLORIDA and states the following:


1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida ("Department").
2. In this matter, the Department seeks actual damages on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes.



3. I have reviewed this matter, and I have determined that an enforcement action serves the public interest.

Dated:

July 31, 2015


PAMELA JO BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

-vs-

CASE NO.

FEDERAL SAFETY COMPLIANCE INC., an Active
State of Florida Corporation,

FEDERAL COMPLIANCE PUBLICATIONS, INC. an
Active State of Florida Corporation, and

JOSEPH MISHKIN and STEVEN MISHKIN,
INDIVIDUALLY, AND AS PRINCIPALS, OWNERS,
MANAGERS AND/OR OFFICERS OF FEDERAL
SAFETY COMPLIANCE, INC. AND FEDERAL
COMPLIANCE PUBLICATIONS, INC.,

Defendants.

AFFIDAVIT OF ALAN K. SCHACHT

I, Alan K. Schacht, being duly sworn, do state as follows:

1. I am a Financial Investigator employed by the State of Florida, Office of the Attorney General, Consumer Protection Division. I have been employed in that capacity since October 25, 2013.
2. I previously worked for the Criminal Investigation Division of the Internal Revenue Service as a Special Agent and retired after a more than 26-year



career. I hold a Bachelor's of Science Degree in Accounting from Lee University in Cleveland, Tennessee. My experience in investigating financial crimes began with formal training at the Federal Law Enforcement Training Center at Glynco, Georgia and continued with regular, ongoing, and annual Certified Professional Education. I have initiated, conducted, and/or assisted with hundreds of financial investigations for in excess of 28 years, as varied as Federal Income Tax, Narcotics-related Money Laundering, and Deceptive and Unfair Business Practice investigations.

3. The statements contained in this Affidavit are based upon my personal knowledge and participation in this investigation, as well as the knowledge and participation in this investigation by other Financial Investigators and Investigative Research Analysts employed with the State of Florida, Office of the Attorney General, Consumer Protection Division. I have relied upon my experience, training, and knowledge, as well as the experience, training, and knowledge of other Financial Investigators and Investigative Research Analysts employed with the State of Florida, Office of the Attorney General, Consumer Protection Division in attesting to the information contained in this affidavit.
4. On September 27, 2013, the State of Florida, Office of the Attorney General, Consumer Protection Division initiated an investigation concerning the

business practices of FEDERAL COMPLIANCE PUBLICATIONS, INC., FEDERAL SAFETY COMPLIANCE, INC., STEVEN MISHKIN, and JOSEPH MISHKIN, pursuant to Florida Statute 501 Part II, commonly known as Florida's Deceptive and Unfair Trade Practices Act (FDUTPA).

5. FEDERAL COMPLIANCE PUBLICATIONS, INC. (Florida Document Number P11000090288) is an active Florida Profit Corporation. It was incorporated on October 14, 2011. Its principal address is 1117B South 21st Avenue, Hollywood, Florida 33021. The Florida Department of State, Division of Corporations, lists GLEN MEHLMAN as President and JOSEPH MISHKIN as Secretary of FEDERAL COMPLIANCE PUBLICATIONS, INC.
6. FEDERAL SAFETY COMPLIANCE, INC. (Florida Document Number P12000080295) is an active Florida Profit Corporation. It was incorporated on September 21, 2012. Its principal address being 20533 Biscayne Boulevard, Suite 4-466, Miami, FL 33180. The Florida Department of State, Division of Corporations, lists GLEN MEHLMAN as the sole officer of FEDERAL SAFETY COMPLIANCE, INC.
7. This Office's investigation revealed that STEVEN MISHKIN has been identified as the true operational manager of both FEDERAL COMPLIANCE PUBLICATIONS, INC. and FEDERAL SAFETY

COMPLIANCE, INC. (hereafter DEFENDANTS). STEVEN MISHKIN used the name of his son, JOSEPH MISHKIN, to conceal his involvement with DEFENDANTS. GLEN MEHLMAN acted as a nominee in the operation of DEFENDANTS.

8. As part of the investigation into the business practices of the subject corporations, I reviewed approximately 279 complaints which were filed with the Better Business Bureau and the Florida Office of the Attorney General between October 8, 2012 and June 3, 2015. The complaints all allege the same fact pattern, which is detailed below.
9. DEFENDANTS employed telemarketers to place "cold calls" to businesses across the United States. A "cold call" is defined in part as an unsolicited telephone call on a business or on an individual in an attempt to sell goods or services.
10. DEFENDANTS placed "cold calls" to businesses in at least 45 of the United States. DEFENDANTS created the impression that they were affiliated with the United States government, specifically the Occupational Safety and Health Administration (OSHA). DEFENDANTS did not ask if the businesses desired to purchase the materials in question, but rather told the businesses that they (the businesses) were "out of compliance" with OSHA regulations and would need to take receipt of the updated OSHA materials in

order to be in compliance.

11. DEFENDANTS asked for the name of the employee at the business with whom they were speaking and asked if that employee could receive packages. DEFENDANTS did not ask if that employee had the authority to obligate business funds or to make a purchase. Alternately, DEFENDANTS would ask to personally speak to the person responsible for day-to-day management at the business and advise that individual that the business was required by law to be in possession of the updated OSHA materials and that immediate payment was required. Some businesses complied and tendered payment. Soon thereafter, a package would arrive at the business in the name of the employee with whom DEFENDANTS had spoken. In either scenario, an invoice would be inside the package. The invoice would sometimes identify the employee as holding some level of management position in the business, regardless of the actual position of the employee.
12. The amount due on the invoices generated by DEFENDANTS to the complainants ranged from \$269.50 to \$298.50.
13. The invoices generated by DEFENDANTS contained an image of the American flag with words "Federal Safety Compliance" in large, bold font, but the verbiage at the bottom of the invoice which states that: Federal Safety Compliance is a non-governmental organization providing mandatory

workplace materials and does not have a contract with any governmental agency. Certain materials may also be available free from the issuing governmental agencies” is in very small font. Those complainants who were asked by this office if they remember hearing that statement as part of the sales call from DEFENDANTS said they did not.

14.DEFENDANTS included an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, containing DEFENDANT’s Federal Employer Identification Number. Those complainants who were asked by this office if they requested a Form W-9 from DEFENDANTS said that they had not. It is this affiant’s belief that the Form W-9 was by included in the materials sent to businesses by DEFENDANTS to lend more of an official appearance to the package received by the businesses.

15.Although DEFENDANTS advised consumers that they recorded the confirmation statement of employees at the respective business agreeing to accept the OSHA materials provided by DEFENDANTS, DEFENDANTS consistently failed to record the part of the sales call that would reveal the terminology DEFENDANTS used to convince the complainants of their supposed connection to the United States government.

16.After mailing the OSHA materials to businesses, DEFENDANTS made it

difficult for the businesses to return the materials by either promising to provide return postage to the businesses and then failing to follow through on the promise, or by simply refusing outright to allow the materials to be returned at all.

17. In some instances DEFENDANTS sent letters sent to businesses demanding payment for the unsolicited materials and threatening legal action if payment was not made.

18. DEFENDANTS used a nominee name to set up their telephone account with their telephone provider. Complainants would notice the name SAM CHERRY ROOFING on their caller ID when receiving a sales call from DEFENDANTS. It is this affiant's belief that this procedure was undertaken by DEFENDANTS in order to conceal the true identity of DEFENDANTS.

19. SAMANTHA CHERRY, President of and Registered Agent for SAM CHERRY ROOFING, LLC, resided with and may still be residing with STEVEN MISHKIN.

20. An Assurance of Voluntary Compliance was signed by JOSEPH MISHKIN on July 2, 2014. Since that date, this office has received more than 91 additional consumer complaints. The allegations in those complaints are substantively identical to the allegations in the complaints received prior to that date.

FURTHER AFFLIANT SAYETH NAUGHT.



Alan K. Schacht

STATE OF Florida
COUNTY OF Palm Beach

SWORN TO AND SUBSCRIBED BEFORE ME this 31st day of July, 2015.



Notary Public



My commission expires: _____
(Print, type or stamp commissioned name of Notary Public)

Personally known ✓ or Produced identification _____

Type of identification produced: N/A

DECLARATION OF ELIDA REYES-KERR

I, Elida Reyes-Kerr, declare that:

1. My name is Elida Reyes-Kerr ("KERR") and I am the owner of an assisted living facility named Glenville Pines, ("Glenville"), located at 1351 Steele Road, Se. E., Palm Bay, Florida 32909.
2. In or around April, 2013, I received a telephone call from **FEDERAL SAFETY COMPLIANCE**.
3. I had just started this business and believed that the person on the phone to whom I was speaking to was someone from the Federal Government Agency - Occupational Safety and Health Administration ("OSHA").
4. I was told by the individual that I had hired employees to work for my company and that as the result I was required to purchase the OSHA materials and that my failure to do so would result in my business being fined a substantial amount of money.
5. Because I operate an assisted living facility for the Elderly and the business is heavily regulated, I believed that the caller was calling from a legitimate government agency.
6. I received an OSHA kit from **FEDERAL SAFETY COMPLIANCE** a few days later, along with an invoice for \$269.50, dated April 17, 2013.
7. Inside the box were a CD and 2-ring binders full of OSHA Rules and Regulations which appeared to me that **FEDERAL SAFETY COMPLIANCE** has simply printed out from a computer.
8. I checked with other owners in the assisted living facility business regarding the OSHA materials, and after speaking to various people was led to believe that I was the victim of a scam.

**PLAINTIFF'S
EXHIBIT**

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9. I immediately called **FEDERAL SAFETY COMPLIANCE** and told them that I wanted to return the kit; however, I was told by **FEDERAL SAFETY COMPLIANCE** that the company does not accept returns.

10. I continued calling **FEDERAL SAFETY COMPLIANCE** thereafter in an effort to resolve this issue, but after my initial contact, no one from the company ever answered the phone, and I left numerous telephone messages.

11. In or around August 21, 2013, I received a collections notice from an attorney named David B. Dohner, on behalf of **FEDERAL SAFETY COMPLIANCE**, and I also attempted to contact him on numerous occasions, but was never able to reach him.

12. I left numerous voicemails for Attorney Dohner, however, he also never returned my telephone call.

13. I refused to pay for the OSHA kit and subsequently received a letter from **FEDERAL SAFETY COMPLIANCE** after I filed a complaint with the Better Business Bureau that I was no longer required to pay for the OSHA kit.

FURTHER AFFIANT SAYETH NAUGHT.

Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

Signed:


ELIDA REYES-KERR

Dated:

7-27-15

DECLARATION OF JOHN EDDY HOPKINS

I, John E. Hopkins, declare that:

1. My name is John Eddy Hopkins. I am the owner of a car dealership named Hopkins Motorcars, located at 4909 Hwy 90 Marianna, FL 32448.
2. In or around March 24, 2014, my service manager, Chris Oney ("ONEY"), received a telephone call from someone from **FEDERAL SAFETY COMPLIANCE** claiming to represent the Federal Government Agency - Occupational Safety and Health Administration ("OSHA").
3. During the conversation, the representative told my service manager that my business, Hopkins Motorcars, needed to be in compliance with OSHA regulations and that **FEDERAL SAFETY COMPLIANCE** would be sending the company a Compliance Information Package. Since Oney was convinced he was talking to OSHA, he told the person to go ahead and send the package.
4. The OSHA kit subsequently arrived from a company named **FEDERAL SAFETY COMPLIANCE** and contained a CD and Binders along with a \$289.50 invoice dated March 24, 2014.
5. When my service manager told me, I immediately knew it was a scam and that the package was not from OSHA.
6. I immediately called **FEDERAL SAFETY COMPLIANCE** and told them that I wanted to return the kit and that I was not going to pay for the unsolicited materials which **FEDERAL SAFETY COMPLIANCE** had sent to my company.



7. I was told by **FEDERAL SAFETY COMPLIANCE** that if I did not pay the invoice amount, then my company's account would be sent to collections.

8. I again reiterated to **FEDERAL SAFETY COMPLIANCE** that I was not going to pay for the OSHA materials that is had sent to my company, and I asked that **FEDERAL SAFETY COMPLIANCE** send a UPS label so that I could return the materials right back to the company.

8. On March 27, 2014, I sent a letter to **FEDERAL SAFETY COMPLIANCE** detailing the events that took place and additionally informed the company that I had sent a complaint against the company to OSHA, the Florida Department of Business & Professional Regulation ("DBPR"), the Florida Attorney General's Office and the Federal Trade Commission ("FTC").

9. I never again heard from **FEDERAL SAFETY COMPLIANCE** after I sent them the letter dated March 27, 2014.

FURTHER AFFIANT SAYETH NAUGHT.

Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

Signed: _____


JOHN EDDY HOPKINS

Dated: _____

7-27-15



STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS

IN THE INVESTIGATION OF:

AGENCY FILE NO. L13-3-1159

**FEDERAL SAFETY COMPLIANCE INC., an Active
State of Florida Corporation, FEDERAL
COMPLIANCE PUBLICATIONS, INC. an Active
State of Florida Corporation AND JOSEPH MISHKIN,
INDIVIDUALLY AND AS A PRINCIPAL, OWNER,
AND/OR OFFICER OF FEDERAL SAFETY COMPLIANCE,
INC. AND FEDERAL COMPLIANCE PUBLICATION, INC.,**

RESPONDENTS.

**ASSURANCE OF VOLUNTARY COMPLIANCE FOR FEDERAL
SAFETY COMPLIANCE, INC., FEDERAL COMPLIANCE
PUBLICATIONS, INC AND JOSEPH MISHKIN**

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN** (hereafter corporately and/or alternatively referred to as the "**RESPONDENTS**").

The **RESPONDENTS** agree to enter into this Assurance of Voluntary Compliance (AVC), without an admission that they have violated the law in order to amicably resolve the

INITIALS 

PLAINTIFF'S
EXHIBIT



Attorney General's investigation of the **RESPONDENTS**, pursuant to Agency Case No. L13-3-1159 and Section 501.207(6) of the Florida Statutes.

The Attorney General, by the signature of her Division Director affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns the **RESPONDENTS** by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. ATTORNEY GENERAL'S ALLEGATIONS

1. The Respondent, **FEDERAL SAFETY COMPLIANCE INC.**, is an active State of Florida corporation established in or around 2012, with its principal office located in Miami, Dade County, Florida. **FEDERAL SAFETY COMPLIANCE INC.** markets and/or marketed information packets to businesses purportedly aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.
2. The Respondent, **FEDERAL COMPLIANCE PUBLICATIONS, INC.**, is an active State of Florida corporation established in or around 2011, with its principal office located in Hollywood, Broward County, Florida. **FEDERAL COMPLIANCE PUBLICATIONS, INC.** markets and/or marketed information packets to businesses purportedly aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.
3. The Respondent, **JOSEPH MISHKIN**, is a natural person who is and/or was registered with the Florida Department of State, Division of Corporations, as a Principal, Owner and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **FEDERAL SAFETY COMPLIANCE, INC.**

A handwritten signature in black ink, appearing to be 'J.M.', is written over the word 'INITIALS'.

4. As a Principal, Owner and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **FEDERAL SAFETY COMPLIANCE, INC.**, the Respondent, **JOSEPH MISHKIN**, presently, and/or at all times material to the allegations in this AVC, participated in, controlled and/or possessed the authority to control the acts and practices of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **FEDERAL SAFETY COMPLIANCE, INC.**, and possessed actual and/or constructive knowledge of all material acts and practices complained of herein.
5. Beginning in or around at least October 30, 2012, the Office of the Attorney General for the State of Florida began receiving complaints from businesses that the **RESPONDENTS** were engaging in unfair and deceptive trade practices by misleading businesses into believing that the **RESPONDENTS** were selling information packets aimed at ensuring that the businesses were in compliance with Occupational Safety and Health Act (OSHA) rules and regulations.
6. Businesses allegedly receive unsolicited OSHA rule books and labor law posters and were subsequently charged for these unwanted items.
7. According to consumers/business complainants, their companies receive repeated and unwanted telemarketing calls from a company identifying itself as either **FEDERAL COMPLIANCE PUBLICATIONS, INC.** or **FEDERAL SAFETY COMPLIANCE, INC.**
8. Unwanted packages were sent to businesses by the Respondents, **FEDERAL COMPLIANCE PUBLICATIONS, INC.** or **FEDERAL SAFETY COMPLIANCE, INC.**, with neither the express nor implied consent of the businesses.
9. Within days of a businesses' receipt of the unwanted items, invoices arrived of varying amounts (i.e., between \$200.00 and \$269.50) demanding immediate payment for the unwanted items.

10. The Respondents, **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and/or **FEDERAL SAFETY COMPLIANCE, INC.**, refused to cancel the unwanted orders, as requested, and businesses were told that by signing for the unwanted items, the businesses had automatically agreed to the purchase of the items.

11. When businesses challenged the **RESPONDENTS'** efforts to force them to pay for unwanted items, the **RESPONDENTS** either threatened the businesses with legal action or initiated the collection process.

12. The **RESPONDENTS** deny any wrongdoing and make no admission of any violation of Florida Statute 501, Part II, or any other law, statute or regulation of the State of Florida.

II. NON-MONETARY TERMS AND CONDITIONS

13. The Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, agree to refrain from violating the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, to conduct business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and to alter their business practices in the following manner:

14. The **RESPONDENTS**, when offering, marketing and/or selling any products in the State of Florida in furtherance of its business of soliciting, inducing and/or encouraging consumers and/or businesses in Florida and throughout the United States to use any Occupational Safety and Health Act ("OSHA") information, compliance or other packets, rule books, documents, posters and/or any other OSHA-related items produced, provided and/or mailed to businesses by or on



behalf of **FEDERAL SAFETY COMPLIANCE INC. AND/OR FEDERAL COMPLIANCE PUBLICATIONS, INC.**, shall:

- A. advise consumers and/or businesses, both orally and in writing, that the **RESPONDENTS** are not affiliated in any manner with Occupational Safety and Health Administration ("OSHA") and/or any other governmental agency; and
- B. within thirty (30) days of the receipt of a request by a consumer and/or business, cancel orders and/or promptly issue refunds for products sent to the respective consumer and/or business by the **RESPONDENTS**, absent the receipt of express written, or otherwise confirmed, consent of the consumer and/or business.

15. The **RESPONDENTS**, when offering, marketing and/or selling any products in the State of Florida in furtherance of its business of soliciting, inducing and/or encouraging consumers and/or businesses in Florida and throughout the United States to use any Occupational Safety and Health Act ("OSHA") information, compliance or other packets, rule books, documents, posters and/or any other OSHA-related items produced, provided and/or mailed to businesses by or on behalf of **FEDERAL SAFETY COMPLIANCE INC. AND/OR FEDERAL COMPLIANCE PUBLICATIONS, INC.**, shall not:

- A. utilize any advertising, marketing tools and/or business materials, including, but not limited to, brochures, pamphlets, flyers, newspapers, magazines, periodicals, radio, websites, telemarketing, television, Yellow Pages, letterhead, envelopes, invoices and/or contracts which suggest, or are reasonably aimed at leading consumers and/or businesses to believe, that the **RESPONDENTS** are affiliated in any manner with



Occupational Safety and Health Administration ("OSHA") and/or any other governmental agency;

- B. mail, send, deliver and/or provide unwanted and/or unsolicited materials to consumers and/or businesses absent receipt of express written, or otherwise confirmed, consent of the consumers and/or businesses;
- C. bill, invoice or otherwise attempt to collect payment from consumers and/or businesses absent receipt of express written, or otherwise confirmed, consent of consumers and/or businesses;
- D. provide unwanted and/or unsolicited products to consumers and/or businesses and thereafter charge consumers and/or businesses for the unwanted and/or unsolicited products based solely upon the fact that the consumers and/or businesses signed for the unwanted and/or unsolicited products. Neither consumers nor businesses may be charged for unwanted and/or unsolicited products by the **RESPONDENTS** absent receipt of express written, or otherwise confirmed, consent of consumers and/or businesses;
- E. repeatedly call consumers and/or businesses which have expressed a lack of interest in purchasing the products being offered by the **RESPONDENTS**. Specifically, once a consumer and/or business has expressed a lack of interest in purchasing the products being offered by the **RESPONDENTS**, the **RESPONDENTS** may not thereafter contact that consumer and/or business for a period of no less than one (1) year; and
- F. contact any consumer and/or business which it knows, or reasonably should have known, is on a "No-Call Registry".

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' followed by a horizontal line.

III. MONETARY TERMS AND CONDITIONS

16. The Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN**, shall make a charitable contribution made payable to **"SENIORS vs. CRIME"** in the amount of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)** for educational, investigative and crime prevention programs for the benefit of senior citizens and the community as a whole as senior citizens were among the consumer complainants in this matter.
17. The **RESPONDENTS** agree to pay the above-referenced charitable donation in the amount of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)** in ten (10) equal monthly payments in the amount of **One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)**.
18. The **RESPONDENTS** shall ensure that each of the ten (10) installment payments described more fully in Paragraph 17 above is received by the Office of the Attorney General on or before the 10th day of each month.
19. Payments due under this AVC shall be delivered to Carol E. A. DeGraffenreidt, Esquire, Consumer Protection Division, Office of the Attorney General, 1515 N. Flagler Drive, Suite 900, West Palm Beach, Florida 33401-3432.
20. Payment of the first installment in the amount of **One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)** shall be due on the 10th day of the month immediately following the date upon which the instant AVC has been fully executed by all required Parties hereto (i.e., the date upon which the last required signatory affixes a signature to the instant AVC).

A handwritten signature in black ink, appearing to be 'J. Mishkin', written over a horizontal line.

21. The Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN**, agree to resolve the complaints of each of the below businesses which presented complaints against the Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN**, to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida and which allege that their restitution claims against **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN** remain unresolved.
22. The below complaints which total **One Thousand Sixty-Seven Dollars and Ninety-Seven Cents (\$1,067.97)** shall be resolved in full within thirty (30) days of the date upon which this document is fully executed by all required Parties.

PENDING BUSINESS-CONSUMER COMPLAINTS AND TOTALS

Kevin Drury
5961 South 108th Place
Hales Corner, WI 53130
\$269.50

Jessica Flock
207 South 1st Street
Laramie, WY 82070
\$269.50

Grant Lawrence
6445 Carlisle Pike
Mechanicsburg, PA 17050
\$280.00

Bobby Robinson
4740 Highway 14
P.O. Box 352
Elmore, AL 36025

\$239.50

Jennifer Baker
11330 Amalgam Way
Rancho Cordova, CA 33004
\$9.47

23. "Resolved" shall mean: 1) full payment of a businesses' complaint; 2) partial payment of a businesses' complaint, accompanied by a formal Release and/or other document signed by an authorized representative of the respective business stating that a partial payment has been accepted in full accord and satisfaction of the businesses' complaint and that no further relief will be sought from the **RESPONDENTS** with respect to the businesses' complaint; 3) charge-backs to the businesses' credit card; and/or 4) any other alternative means of complaint resolution approved by the Office of the Attorney General which was made to a business in satisfaction of its complaint against any named **RESPONDENTS** herein.

24. At the end of the above-referenced 30-day period, the **RESPONDENTS** agree to present to the Office of the Attorney General a notarized statement attesting to the fact that the businesses' complaints referenced above in Paragraph 20 have been resolved and which further provides a clear, explanation as to the manner in which each complaint was resolved.

IV. PENALTIES

25. Provided that the **RESPONDENTS** comply with the terms of this AVC, no civil penalties shall be sought against them or imposed hereunder for any conduct arising prior to the date of the execution of this AVC. However, in the event that the **RESPONDENTS** fail to comply with the terms and conditions of this AVC, then such action is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes as to the **RESPONDENTS**, and the **RESPONDENTS**



agree to be liable for their failure to comply and to be subject to any and all civil penalties and sanctions authorized by law.

26. In the event that the **RESPONDENTS** fail to make any payment(s) required by the terms of this AVC within the time period provided by the AVC, then such non-payment shall constitute a material breach and default of the terms of the AVC.

27. The **RESPONDENTS** moreover consent to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the AVC, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

VII. MISCELLANEOUS TERMS

28. The Respondents **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC.** and **JOSEPH MISHKIN**, shall further ensure that all of the terms and conditions of this AVC are known to its representatives, agents, employees, managers, officers, directors, independent contractors and/or any other persons making sales solicitations on its behalf. The obligations imposed by this AVC are continuing in nature and shall apply to the **RESPONDENTS'** successors and assigns as well as any and all new representatives, agents, employees, managers, officers, directors, assigns, successors, independent contractors, any other person acting under, by, through or on its behalf and/or any other persons who become engaged in the business activities of the **RESPONDENTS**.

29. The **RESPONDENTS** shall not implement any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this AVC.

A handwritten signature in black ink, appearing to be 'Jm', written over a horizontal line.

30. The **RESPONDENTS** agree to preserve and retain all relevant business and financial records relating to the acts and practices at issue in this AVC and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years from the date of this AVC, and shall provide reasonable access to such documents and information to the Department upon request.
31. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against the Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and/or JOSEPH MISHKIN.** Similarly, nothing contained herein shall waive the right of any **RESPONDENT** to assert lawful defenses in response to a consumer complaint.
32. Upon entry of this AVC, confirmation that all consumer restitution has been resolved and payment of all funds required by this AVC, the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of the Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN.**
33. Notwithstanding any other provision of this AVC, the Parties acknowledge that any future violations of either this AVC or Florida law by the **RESPONDENTS** may subject the **RESPONDENTS** to additional and unrelated civil penalties and sanctions, as provided by law.
34. In the event that the Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN,** violate any of the terms and conditions of this AVC, they shall pay reasonable attorney's fees and/or investigative costs which arise from the future violation.

A handwritten signature in dark ink, appearing to be 'Jm', written over a horizontal line.

Although the Parties jointly participated in the negotiation of the terms articulated in this AVC, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the AVC and/or its terms.

42. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Carol E. A. DeGraffenreidt
Assistant Attorney General - Economic Crimes
1515 North Flagler Drive # 900
West Palm Beach, FL 33401
Office Telephone Number: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic Mail Address: carol.degraffenreidt@myfloridalegal.com

AS TO THE RESPONDENTS:

Joseph Mishkin
1835 East Hallandale Beach Boulevard, Suite 329
Hallandale, FL 33009

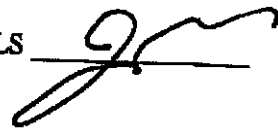
VI. EFFECTIVE DATE

43. The effective date of this AVC shall be the date of its execution and delivery by the Department of Legal Affairs. Acceptance by the Department of Legal Affairs shall be established by the signature of the Division Director of the Consumer Protection Division. The receipt by the Department of Legal Affairs of any monies pursuant to the AVC does not constitute acceptance of the AVC by the Department of Legal Affairs, and any monies received shall be returned to RESPONDENTS in the event that this AVC is not accepted and fully executed by the Department of Legal Affairs.

A handwritten signature in black ink, appearing to be "J. Mishkin", written over a horizontal line.

IN WITNESS WHEREOF, the Respondents, **FEDERAL SAFETY COMPLIANCE INC., FEDERAL COMPLIANCE PUBLICATIONS, INC. and JOSEPH MISHKIN**, have caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

PARTIES' SIGNATURES ON FOLLOWING PAGES

A handwritten signature in black ink, appearing to be 'J. Mishkin', written over a horizontal line.

JOSEPH MISHKIN

Agreed to and signed this 1 day of July, 2014, by the below-stated person
who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally
and individually to the terms and conditions of this Assurance of Voluntary Compliance.

By:

[Signature]
JOSEPH MISHKIN, INDIVIDUALLY

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, this 1 day of July, 2014, an officer duly
authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH
MISHKIN who acknowledged before me that he executed the foregoing instrument for the
purposes therein stated.

[Signature]
NOTARY PUBLIC

(print, type or stamp commission
name of Notary Public)



Personally known ☐ or Produced

Identification ☒ (check one)

Type of Identification Produced: FL.O.I.L.

FEDERAL SAFETY COMPLIANCE INC.

Agreed to and signed this 1 day of July, 2014, by the below-stated person
who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my
authority as a Principal, Owner and/or Officer of **FEDERAL SAFETY COMPLIANCE INC.** and
that by my signature I am binding **FEDERAL SAFETY COMPLIANCE INC.** to the terms and
conditions of this AVC.

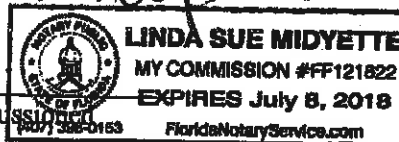
By:

Joseph Mishkin
JOSEPH MISHKIN
Principal, Owner and/or Officer
FEDERAL SAFETY COMPLIANCE INC.

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, this 1 day of July, 2014, an officer duly
authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH
MISHKIN who acknowledged before me that he executed the foregoing instrument for the
purposes therein stated.

Linda Sue Midyette
NOTARY PUBLIC



(print, type or stamp commission
name of Notary Public)

Personally known _____ or Produced
Identification ☒ (check one)
Type of Identification Produced: FL.O.L.

JS

FEDERAL COMPLIANCE PUBLICATIONS, INC.

Agreed to and signed this 1st day of July, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Principal, Owner and/or Officer of **FEDERAL COMPLIANCE PUBLICATIONS, INC.** and that by my signature I am binding **FEDERAL COMPLIANCE PUBLICATIONS, INC.** to the terms and conditions of this AVC.

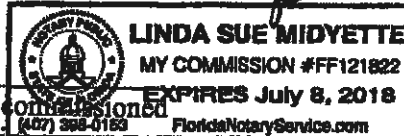
By:

Joseph Mishkin
JOSEPH MISHKIN
Principal, Owner and/or Officer
FEDERAL SAFETY COMPLIANCE INC.

STATE OF FLORIDA
COUNTY OF Broward


BEFORE ME, this 1 day of July, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH MISHKIN who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

Linda Sue Midyette
NOTARY PUBLIC




(print, type or stamp
name of Notary Public)

Personally known _____ or Produced
Identification X (check one)
Type of Identification Produced: FL.D.L.



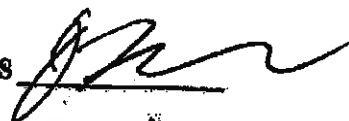
6/29/14

Andrew Nathan Cove, Esquire
Counsel for the Respondents
Florida Bar No. 562122
225 S. 21st Avenue
Hollywood, FL 33020-5009
Telephone No. 954.921.1121
Facsimile No. 954.921.1621
Electronic Mail Address: anc@covelaw.com



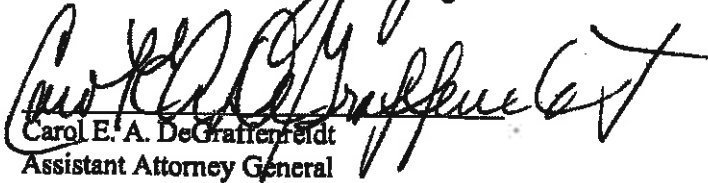
6/29/14

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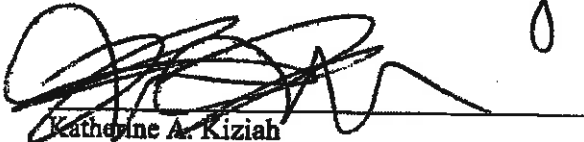
FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 2nd day of July, 2014



Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

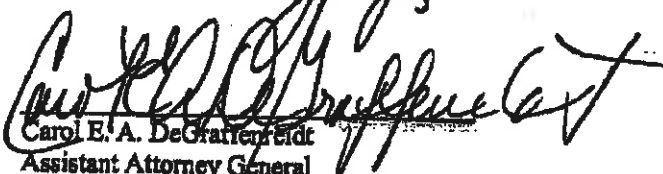
Accepted this 2 day of July, 2014



Katherine A. Kiziah
South Florida Bureau Chief
Consumer Protection Division
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5007
Facsimile No.: (561) 837-5109
Electronic mail: katherine.kiziah@myfloridalegal.com

FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 2nd day of July, 2014



Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 2 day of July, 2014



Katherine A. Kiziah
South Florida Bureau Chief
Consumer Protection Division
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5007
Facsimile No.: (561) 837-5109
Electronic mail: katherine.kiziah@myfloridalegal.com



DECLARATION OF ANN POWERS



I, Ann Powers, declare that:

1. My name is Ann Powers. I am the Vice President of Air Care Systems, Inc., which is located at 1419 Chaffee Drive, Suite 3, Titusville, Florida 32780.
2. On or about August 15, 2014, my receptionist, Monique Henzmann, told me that she had received a call from someone named "Robin Lane" from **FEDERAL SAFETY COMPLIANCE** informing her that OSHA materials that AIR CARE SYSTEMS, INC. had ordered would be sent to the company in two-three business days.
3. I called **FEDERAL SAFETY COMPLIANCE** immediately; however, no one answered the telephone. I left a telephone message for Robin Lane explaining the call we had received and stating we had never ordered the materials and please do NOT send them to us, and left my follow-up contact info with a request for a return call; but no one ever returned my call.
4. Several days later, an OSHA kit arrived at AIR CARE SYSTEMS, INC. with an invoice inside dated August 15, 2014, in the amount of \$298.50.
5. Inside the box was a poster and a 3-ring binder full of OSHA Rules and Regulations which appeared that **FEDERAL SAFETY COMPLIANCE** has simply printed out from a computer.
6. I immediately contacted **FEDERAL SAFETY COMPLIANCE** and advised that no one from AIR CARE SYSTEMS, INC. had ordered the materials that **FEDERAL SAFETY COMPLIANCE** had sent to AIR CARE SYSTEMS, INC. and that I would be returning the materials.
7. The same day, August 18th, 2014 at approx. 11:30am, I placed another call to **FEDERAL SAFETY COMPLIANCE** requesting to speak with Robin Lane or a Supervisor. I was told by an unidentified male that **FEDERAL SAFETY COMPLIANCE** had a "recorded conversation" on behalf of AIR CARE SYSTEMS, INC. agreeing to accept and to purchase

the materials. As the result of the "recorded conversation", **FEDERAL SAFETY COMPLIANCE** would not allow AIR CARE SYSTEMS, INC. to return the materials and AIR CARE SYSTEMS, INC. was obligated to pay. I was informed by the same male that there was NO other person or supervisor I could speak with. They stated they would have to review the "taped" conversation and that they would issue a refund if they found we did not order the items. That process would take 24 to 72 hours.

8. I reiterated that my company would not be paying for the unsolicited materials, and after countless attempts to resolve the matter, an individual named "Crystal Price", who identified herself as a supervisor of the Customer Service Department agreed to allow me to return the materials after I advised her that I had filed a complaint with the Office of the Attorney General for the State of Florida.
9. Several days later, AIR CARE SYSTEMS, INC. received in the USPS an envelope which contained another copy of the invoice for \$298.50, a Registration Form for **FEDERAL SAFETY COMPLIANCE**, a W9 for AIR CARE SYSTEMS, INC. to complete (that had been signed by and individual from **FEDERAL SAFETY COMPLIANCE**), and a postage pre-paid envelope to return the registration form.
10. I subsequently received a return label from **FEDERAL SAFETY COMPLIANCE**, and on August 25, 2014, I returned the materials which had been sent to AIR CARE SYSTEMS, INC. from **FEDERAL SAFETY COMPLIANCE** via USPS mail.
11. I further received an invoice from **FEDERAL SAFETY COMPLIANCE** on August 29, 2014, which had been stamped "VOID" and which now had a \$0 balance.

FURTHER AFFIANT SAYETH NAUGHT.

Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

Signed:

Ann Powers
ANN POWERS

Dated:

7/28/15

DECLARATION OF REBECCA ANDERSON

I, Rebecca Anderson, declare that:

1. My name is Rebecca Anderson. I am the General Manager of White Banner Uniforms ("White Banner"), located at 228 North Broadway, Fargo, ND, 58102, Telephone No. (701)232-1226.
2. Amanda Rogalla ("Rogalla"), an employee of White Banner, received a telephone call from Federal Safety Compliance on September 25, 2014. Rogalla transferred the call to me.
3. When I answered the phone call, I was told by the representative of Federal Safety Compliance that White Banner would be sent the 2015 OSHA compliance packages and new evacuation maps.
4. I was told that the evacuation maps were to be placed in a location where all employees could see them and that the company would be billed \$298.50.
5. The representative used the words "federal" and "OSHA" and told me that our company, White Banner, was required to have these OSHA materials.
6. I believed that I was speaking to someone from the Federal Government.
7. After later consulting with the head of the Accounts Payable Division at White Banner, I learned that the materials discussed by the representative of Federal Safety Compliance were available for free from the OSHA website.
8. Within one week of the call from Federal Safety Compliance, a package arrived with the discussed materials.
9. I explained the situation to the owner of White Banner, Mary English and Ms. English called the toll free number listed on the invoice which was included in the package of

PLAINTIFF'S
EXHIBIT

G

materials sent to White Banner by Federal Safety Compliance and requested a return mailing label in order to return the package to Federal Safety Compliance.

10. The representative of Federal Safety Compliance agreed to send a return mailing label; however no return label was ever provided.
11. Ms. English finally returned the package of materials to Federal Safety Compliance, at White Banner's expense, after not receiving a return label as requested.
12. White Banner has had no further contact with Federal Safety Compliance since that time.
13. White Banner's only monetary loss is the mailing costs associated with the return of the OSHA materials to Federal Safety Compliance.

FURTHER AFFIANT SAYETH NAUGHT.

Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

Signed:


REBECCA ANDERSON

Dated:

1-21-15

DECLARATION OF LISA KEEPEES

I, Lisa Keepes, declare that:

1. My name is Lisa Keepes. I live at 5741 SW Bluff Lane, Culver, OR 97734. My telephone number is (541)546-6600. I have personal knowledge of the facts stated in this declaration, and if called, I could and would testify competently to them.
2. I am the owner and CEO of Keepes Trucking, LLC. I am in charge of all day-to-day operations of the business, including billing.
3. On or about October 15, 2014, I received a telephone call from a representative of FEDERAL SAFETY COMPLIANCE asking if I was the manager of the company. I confirmed that I was, and the representative said that FEDERAL SAFETY COMPLIANCE would be sending me OSHA manuals and posters so that the business would be in compliance with the law.
4. The caller did not provide a name, but I distinctly remember that the voice on the other end of the line was that of a male.
5. Although the male caller asked if I was authorized to accept the OSHA materials on behalf of Keepes Trucking, LLC, he at no time asked me if the company wanted to accept receipt of the OSHA materials. I was simply told that OSHA materials were being sent to our business and that I would receive an invoice a few days after my receipt of the OSHA materials.
6. Before I could respond, the male caller hung up. At the time of the call, I believed that I was speaking to someone from the federal government.
7. About a week after the phone call, as the male caller indicated, a package containing a poster and a 3-ring binder was left on the company's doorstep, and approximately



two (2) days later an invoice in the amount of \$298.50 likewise appeared. Additionally enclosed in the box was a copy of FEDERAL SAFETY COMPLIANCE'S IRS W-9 Form.

8. Keepes Trucking, LLC was snowed in for a period of time; however, as soon as the weather improved, I returned the package of OSHA materials to FedEx, along with a letter addressed to FEDERAL SAFETY COMPLIANCE.

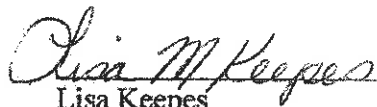
9. Some of the things I stated in the letter addressed to FEDERAL SAFETY COMPLIANCE were: 1) that I was returning the OSHA materials because I did not order the materials; 2) that I had had contacted the local OSHA Office and been told no OSHA materials were required for our company as Keepes Trucking, LLC has no employees; 3) that FEDERAL SAFETY COMPLIANCE was not to call Keepes Trucking, LLC again; and 4) that our company should be placed on FEDERAL SAFETY COMPLIANCE'S "Do Not Call" list.

10. FedEx returned the OSHA materials to FEDERAL SAFETY COMPLIANCE on behalf of Keepes Trucking, LLC at no cost to our company, and as of the date of this declaration, I have not had any further contact with FEDERAL SAFETY COMPLIANCE.

FURTHER AFFIANT SAYETH NAUGHT.


Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

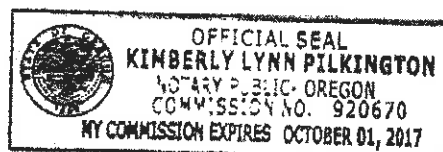
Signed:


Lisa Keepes

Dated:

2-2-15

 02-02-2015



DECLARATION OF SCOTT FAUBER

I, Scott Fauber, declare that:

1. My name is Scott Fauber. My address is 6920 Roanoke Road, Shawsville, VA 24162. My telephone number is (540)268-2555. I have personal knowledge of the facts stated in this declaration, and if called, I could and would testify competently to them.
2. I am the owner of two (2) pharmacies which operate under Shawsville Pharmacy, Inc., and I am in charge of most of the day-to-day operations at both locations, especially with respect to accounts payable and regulatory matters.
3. On or about September 1, 2014, I arrived at one of my pharmacies located at 6920 Roanoke Road, Shawsville, VA 24162 and saw an unopened package from FEDERAL SAFETY COMPLIANCE.
4. After opening the package I saw that it contained what appeared to be OSHA materials and an invoice in the amount of \$298.50. I knew immediately that neither I nor anyone at the company had ordered the contents of the package.
5. On September 3, 2014, I called the number cited on the invoice and spoke to a woman named "Linda" regarding the package.
6. According to Linda, one of my employees, Kerry Pettrey, had authorized the shipment of the OSHA materials to this Shawsville Pharmacy location, and FEDERAL SAFETY COMPLIANCE allegedly had a recording of the conversation wherein Kerry Pettrey authorized the shipment.
7. Kerry Pettrey advised me that she recalled FEDERAL SAFETY COMPLIANCE calling the pharmacy, however, she did not authorize the shipment of the OSHA materials contained in the package. I therefore asked Linda to send me a copy of the recording.



8. Linda refused to provide a copy of the recording and said that she would send a return label to me so that I could return the materials to FEDERAL SAFETY COMPLIANCE.

9. I called the company and left a message on September 22, 2014, because I had not yet received a return label from FEDERAL SAFETY COMPLIANCE as promised by Linda. No one from FEDERAL SAFETY COMPLIANCE returned my telephone call.

10. I called FEDERAL SAFETY COMPLIANCE again on September 24, 2014, because rather than receiving the return label promised by Linda, I received another invoice for the OSHA materials which I had already informed FEDERAL SAFETY COMPLIANCE that I wished to return. I additionally had not received a response from FEDERAL SAFETY COMPLIANCE to the telephone message that had left the company on September 22, 2014.

11. When I called FEDERAL SAFETY COMPLIANCE on September 24, 2014, a woman named "Shannon" answered the phone, and I detailed my prior conversation with Linda. Shannon then told me that FEDERAL SAFETY COMPLIANCE would not send me either a return label or a copy of the recording of the telephone call with Kerry Pettrey.

12. According to Shannon, FEDERAL SAFETY COMPLIANCE was going to rely on Kerry Pettrey's authorization to send the OSHA materials which was allegedly recorded; FEDERAL SAFETY COMPLIANCE was expecting to receive payment for the OSHA materials that the company sent to the pharmacy and FEDERAL SAFETY COMPLIANCE would not be sending any return label.

13. I again told Shannon that Shawsville's Pharmacy would not be paying the invoice because FEDERAL SAFETY COMPLIANCE sent the materials without the authorization of the company.

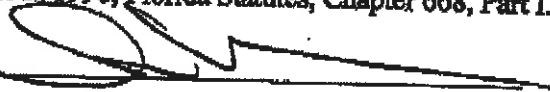
14. I paid \$10.74 to return the package to FEDERAL SAFETY COMPLIANCE and have had no further contact with them.

FURTHER AFFIANT SAYETH NAUGHT.

Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and correct and that I have personal knowledge of the facts stated herein. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. By typing my name in the signature field below, I hereby affirm and manifest my intent to authenticate this writing as authorized by the Electronic Signature Act of 1996, Florida Statutes, Chapter 668, Part I.

Signed:

Scott Fauber
Scott Fauber



Dated:

3February2015

3 FEB 15