

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

IN THE MATTER OF:

AG Case No. L12-3-1018

**ROMANCE PROS INTERNATIONAL, INC. d/b/a
TAMPA SINGLES, SARASOTA SINGLES, and NAPLES SINGLES,**

Respondent.

_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Florida’s Deceptive and Unfair Trade Practices Act (“FDUPTA”), Chapter 501, Part II, Florida Statutes, the **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (the “Attorney General”) caused an inquiry to be made into practices of **ROMANCE PROS INTERNATIONAL, INC.** (“Romance Pros”). Romance Pros agrees to be bound to the terms and conditions herein. Romance Pros is prepared to enter into this Assurance of Voluntary Compliance (“AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Attorney General being in agreement, does in this matter accept this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Attorney General by said statute, the following is agreed:

1. Romance Pros is a Nevada corporation, with its principal place of business located at 3030 Rocky Point Drive West #665, Tampa, Florida 33607.
2. Romance Pros operates dating services in the State of Florida.

3. Romance Pros agrees that it will refrain from violating the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, ("FDUPTA") and Chapter 2-18, Florida Administrative Code, regarding its contracts and interactions with Florida consumers involving the rendering of future services in Florida.

- a. Romance Pros agrees to include all of the language required by Chapter 2-18, Florida Administrative Code, in its contracts with Florida consumers involving the rendering of future services in Florida.
- b. Henceforth, in accordance with the provisions of Chapter 2-18, Florida Administrative Code, Romance Pros will refund any and all fees paid pursuant to a contract involving the rendering of future services in Florida in the event a Florida consumer requests to cancel said contract within three days of the contract's execution.

4. Voice-mail messages received within three days of the execution of a contract for future services in Florida requesting the cancellation of said contract shall be considered a valid cancellation of that contract, once confirmed. Moreover, Romance Pros will not object to any valid credit card disputes for fees arising from a valid three-day cancellation request of a contract for future consumer services in Florida. Romance Pros agrees that time is of the essence in terms of responding to a client's cancellation request. Any refund request, made pursuant to Chapter 2-18, Florida Administrative Code, and deemed not to be valid, related to the rendering of future services in Florida, will be addressed in writing and in a timely matter by Romance Pros. The response shall clearly explain the reason for denial of the refund.

5. In its initial sales presentations, Romance Pros agrees to make the following disclosures to its potential customers:

- a. Romance Pros will describe the availability of potential matches meeting the potential customer's objective specifications (e.g., race, age, or city of residence) requirements.
- b. Romance Pros will not make any unreasonable guarantees as to the subjective characteristics (e.g., appearance, charm, or personal style) of potential matches.

6. The Attorney General has not approved any of Romance Pros' past, current, or proposed marketing practices, and no portion of this AVC shall be construed as such approval.

7. Romance Pros has fully refunded "processing fees" for each of the six consumers listed in Exhibit A. These refunds total eight thousand dollars (\$8,000.00).

8. Romance Pros reviewed its records from January 2010 through March 2012 and identified all other Florida consumers who requested but did not receive a refund of the contractually agreed upon "processing fee." Accordingly, Romance Pros issued refunds to an additional 11 customers pursuant to the three-day cancellation provision of Chapter 2-18, Florida Administrative Code. These refunds total eight thousand, four hundred and forty dollars (\$8,440.00).

9. Concurrent with the execution of this AVC, Romance Pros shall deliver to the Tampa Bureau of the Attorney General's Division of Economic Crimes, a check totaling five thousand dollars (\$5,000.00) made payable to the Department of Legal Affairs Revolving Trust Fund for the investigative and attorney's fees and costs of this matter and for costs associated with other ongoing and future enforcement initiatives pursuant to Chapter 501, Part II, Florida Statutes. The check shall be delivered to Richard Schiffer, Assistant Attorney General, 3507 E. Frontage Rd., Ste. 325, Tampa, FL, 33607. The Attorney General or her designee has the final authority to approve or disapprove the entry of this AVC.

10. A financial penalty of five thousand dollars (\$5,000.00) is imposed upon Romance Pros pursuant to the provisions of Chapter 501, Part II, Florida Statutes, FDUTPA. In consideration for the fulfillment of the various obligations set forth above, the payment of the financial penalty is SUSPENDED. However, if the respondent fails to comply with the requirements of this AVC, this penalty shall become immediately due and owing. In addition, the Attorney General reserves the right to seek penalties pursuant to Florida Statutes, Chapter 501, Part II, for any future violation(s) of the terms contained within this agreement. The Attorney General reserves the right to seek additional investigative and attorney's fees and costs upon default, as defined herein, or upon any future noncompliance.

11. This AVC shall become effective upon its acceptance by the Director, Economic Crimes Division, who may refuse to accept it at his discretion. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted.

12. No changes in the corporate name or structure of Romance Pros shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

13. Romance Pros shall inform its employees and agents who are responsible for implementing the obligations set forth in this AVC of the substantive terms and conditions of this AVC.

14. Time is of the essence for the monetary duties under this agreement.

15. This agreement is not intended to affect any private right of action.

IN WITNESS WHEREOF, Romance Pros International, Inc. caused this AVC to be executed, this 18 day of May, 2012.

By my signature, I hereby affirm that I am acting in my capacity and within my authority over Romance Pros International, Inc., and that I have full authority to bind Romance Pros International, Inc., to the terms and conditions of this AVC. By my signature I bind the corporation to this agreement, as co-founder and authorized representative for Romance Pros International, Inc.



Bill Paye, Co-Founder,
as an authorized representative for Romance Pros International, Inc.,
3030 Rocky Point Drive #665
Tampa, FL 33607
Telephone 813-264-1000

**STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH**

BEFORE ME, this 18th day of May, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared BILL PAYE, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated on behalf of Romance Pros International, Inc., as its co-founder.



NOTARY PUBLIC

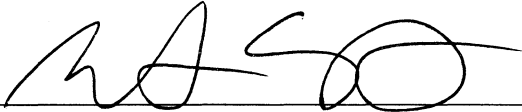


Vivian M. Cartagena
COMMISSION # EE 082805
EXPIRES: MAY 20, 2015
WWW.AARONNOTARY.com

Vivian M. Cartagena
(Print, type or stamp commissioned name of Notary Public)

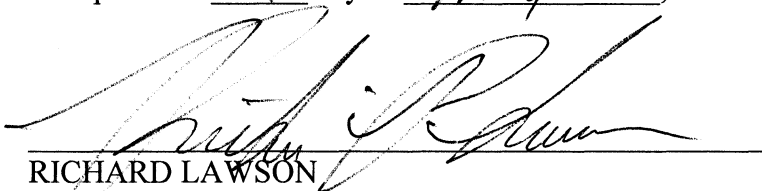
Personally known ___ or Produced Identification (check)

FOR THE OFFICE OF THE ATTORNEY GENERAL



Richard Schiffer, Assistant Attorney General
Economic Crimes Division
Florida Bar # 74418
Office of the Attorney General
3507 E. Frontage Road, Suite 325
Tampa, Florida 33607
Telephone (813) 287-7950
Facsimile (813) 281-5515

Accepted this 9 day of May, 2012.



RICHARD LAWSON
Director, Economic Crimes Division
Florida Attorney General's Office
PL-01 The Capitol
Tallahassee, Florida 32399-1050
Telephone (850)414-3300
Facsimile (850)488-4483

EXHIBIT A

Susan Adams

1167 25th Ave. North

St. Petersburg, FL 33704

AMOUNT DUE: **\$1,500.00**

Esther Cooper

5038 Palena Blvd.

North Port, FL 34287

AMOUNT DUE: **\$2,000.00**

Norbert Holz

1311 W. Clinton Street

Tampa, FL 33604

AMOUNT DUE: **\$1,500.00**

Jack Kennedy

200 1st Ave. #208

St. Pete Beach, FL 33706

AMOUNT DUE: **\$1,000.00**

Stephen A. Luisa

5211 Parisienne Place

Sarasota, FL 34238

AMOUNT DUE: **\$1,000.00**

Linda Tope

4655 Watkins Ave.

Sarasota, FL34233

AMOUNT DUE: **\$1,000.00**