


CIVIL ACTION COVER SHEET		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court		
Plaintiff Commonwealth of Massachusetts		Defendant: Recording Radio Film Connection, Inc.		COUNTY Suffolk Superior Court (Boston)	
ADDRESS: Office of the Attorney General 1 Ashburton Place, 18th Floor Boston, Massachusetts 02108		ADDRESS: 6060 Center Drive, 10th Floor Suite 1000 Los Angeles, California 90045		<div style="color: red; font-weight: bold; font-size: 2em; transform: rotate(-5deg);">RECEIVED</div> <div style="color: red; font-weight: bold; font-size: 1.2em; transform: rotate(-5deg);">MAY 11 2023</div> <div style="color: red; font-weight: bold; font-size: 0.8em; transform: rotate(-5deg);">SUPERIOR COURT - CIVIL JOHN E. POWERS, III CLERK MAGISTRATE</div>	
Plaintiff Attorney: Diana Hooley, Assistant Attorney General ADDRESS: 1 Ashburton Place, 18th Floor Boston, Massachusetts 02108		Defendant Attorney: Katherine Brodie, Esq. ADDRESS: Duane Morris, LLP 901 New York Avenue N.W., Suite 700 East Washington, D.C. 20001-4795			
BBO: 685418		BBO:			
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)					
CODE NO. E99	TYPE OF ACTION (specify) Other Administrative Action	TRACK X	HAS A JURY CLAIM BEEN MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
*If "Other" please describe: Assurance of Discontinuance pursuant to G.L. c.93A, section 5					
Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Is there a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A					
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)					
TORT CLAIMS					
A. Documented medical expenses to date					
1. Total hospital expenses _____					
2. Total doctor expenses _____					
3. Total chiropractic expenses _____					
4. Total physical therapy expenses _____					
5. Total other expenses (describe below) _____					
Subtotal (1-5): \$0.00					
B. Documented lost wages and compensation to date _____					
C. Documented property damages to date _____					
D. Reasonably anticipated future medical and hospital expenses _____					
E. Reasonably anticipated lost wages _____					
F. Other documented items of damages (describe below) _____					
TOTAL (A-F): \$0.00					
G. Briefly describe plaintiff's injury, including the nature and extent of the injury:					
CONTRACT CLAIMS					
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).					
Item #	Detailed Description of Each Claim				Amount
1.					
Total					
Signature of Attorney/Self-Represented Plaintiff: X <u>Diana Hooley</u>					
Date: <u>5-11-2023</u>					
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.					
CERTIFICATION UNDER S.J.C. RULE 1:18(5)					
I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.					
Signature of Attorney: X <u>Diana Hooley</u>					
Date: <u>5-11-2023</u>					

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO.

RECEIVED

IN THE MATTER OF RECORDING
RADIO FILM CONNECTION, INC.

MAY 11 2023

SUPERIOR COURT - CIVIL
JOHN E. POWERS, III
ACTING CLERK MAGISTRATE

ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L. CHAPTER 93A, § 5

I. INTRODUCTION

1. The Commonwealth of Massachusetts (the "Commonwealth"), through the Office of Attorney General Andrea Joy Campbell ("AGO"), and Recording Radio Film Connection, Inc. ("RRFC") hereby enter into this Assurance of Discontinuance ("AOD") pursuant to M.G.L. c. 93A § 5.

2. RRFC is a private for-profit education company offering online programs, with its principal place of business at 6060 Center Drive, 10th Floor, Suite 1000, Los Angeles, California 90045. While RRFC does not have, and has not had, a physical location in the Commonwealth of Massachusetts, in some instances both the RRFC students and the individuals providing them with in-person instruction as part of their programs were located in the Commonwealth during such instruction.

3. Pursuant to M.G.L. c. 93A, § 6, the AGO conducted an investigation of RRFC's compliance with 940 C.M.R. 31.00 *et seq.* (the "Investigation"). Based on the Investigation, the AGO alleges that for a period of time beginning January 1, 2016, RRFC failed to provide the disclosures required by 940 C.M.R. 31.05 to certain students and, in violation of G. L. c. 93A, § 2 and c. 140D, §§ 4, 5, failed to accurately calculate and disclose the finance charges and annual percentage rates on certain retail installment contracts entered into by Massachusetts students.

4. RRFC does not admit the allegations, any violation of law, rule, or regulation and any liability or wrongdoing related to the AGO's review of RRFC's practices.

5. To avoid the cost, time, uncertainty and risk of litigation, however, both the AGO and RRFC desire to resolve this matter, and voluntarily enter into this AOD.

II. TERMS OF THIS ASSURANCE

6. RRFC shall pay a sum of \$250,000 ("Settlement Funds") to the Commonwealth in the manner described below. No part of this payment is or shall be considered a penalty or fine. RRFC shall make this payment by checks payable in installments in accordance with the schedule set forth below:

- i. Within thirty (30) days of the entry of this AOD, RRFC shall pay \$75,000 to the Commonwealth;
- ii. Within sixty (60) days of the entry of this AOD, RRFC shall make the first of 17 consecutive monthly payments to the Commonwealth; the first of these monthly payments shall be \$10,295.04, and the remaining 16 consecutive monthly payments shall each be \$10,294.06.

7. The payments will be made by checks payable to the Office of the Attorney General, delivered by certified mail to Gia Kim, Insurance & Financial Services Division, One Ashburton Place, 18th Floor, Boston MA 02108. The Settlement Funds shall be utilized in accordance with G.L. c. 12 sec. 4A for purposes of implementation, monitoring, investigation, amelioration, and/or other actions in furtherance of the mission of the AGO and the Attorney General may direct any relevant portion of funds not so designated, encumbered or utilized to the Commonwealth's General Fund.

8. RRFC further agrees to forgive the outstanding balances of the accounts listed on civil investigative demand production numbered RRFC-41 ("Qualifying Students"). RRFC shall forgo any and all efforts to collect amounts owed by Qualifying Students in connection with their attendance at RRFC ("RRFC Debt"), which as of March 2023 totaled approximately \$337,000. RRFC shall further direct any entities collecting on RRFC Debt to forgo any and all collection efforts to the fullest extent permitted by law. In the event that any Qualifying Student or a cosigner for a Qualifying Student attempts to make a payment to RRFC or an entity collecting on RRFC Debt after the date of the entry of this AOD, RRFC shall use all reasonable efforts to refuse such payment and return the payment to the Qualifying Student.

9. RRFC further agrees to request the national credit bureaus to delete the tradeline associated with the accounts held by the Qualifying Students.
10. Within thirty (30) days after the date of entry of this AOD, RRFC shall send a letter by U.S. mail and by electronic mail to each Qualifying Student at their last known mailing and e-mail address notifying such Qualifying Students that RRFC is forgoing collection on their RRFC Debt, including all interest and fees. The notice shall state that in connection with a settlement with the Massachusetts Attorney General, the Qualifying Student's balance is \$0 and shall encourage the Qualifying Student to advise any and all co-signers that the Qualifying Student's account balance owing to RRFC Debt has been reduced to \$0. The notice shall further inform the Qualifying Student that if the Qualifying Student finds that the amounts owed by the Qualifying Student are still erroneously appearing on the Qualifying Student's credit report after one hundred and twenty (120) days and the Qualifying Student notifies RRFC, then RRFC, at its own expense, shall promptly and properly notify the appropriate credit reporting agency, whether directly or indirectly, of any change(s) to be made to the credit reporting of this particular Qualifying Student resulting from the application of the terms of this AOD. The notice shall provide RRFC's contact information for making a request to correct a credit report and for any additional inquiries about the Qualifying Student's account.
11. RRFC and the AGO agree that, for purposes of this settlement agreement only, the full amount of the RRFC Debt is a disputed debt, and this AOD represents the compromise of disputed debt. RRFC will not send Tax Form 1099 to students eligible for relief under the terms of this AOD.
12. RRFC shall fully comply with 940 C.M.R. 31.00, *et seq.* while it enrolls Massachusetts students.
13. RRFC will cooperate with the AGO in the implementation of this AOD and will provide all information not subject to applicable privileges that is reasonably requested by the AGO during the implementation of this AOD.
14. The acceptance of this AOD by the AGO does not constitute acceptance or approval by the AGO of any of RRFC's assertions of fact or past practices, and RRFC will make no representation to that effect.
15. This AOD does not constitute an admission of any wrongdoing by RRFC of any

fact alleged by the AGO, or non-compliance with any state or federal law, rule or regulation.

This AOD is made without trial or adjudication of any issue of fact or law.

16. This AOD constitutes the entire agreement between the AGO and RRFC and supersedes any prior communication, understanding, or agreements, whether written or oral, concerning the subject matter of this AOD. This AOD can be modified or supplemented only by a written document signed by both parties, except that deadlines in this AOD may be extended at the discretion of the AGO.

17. This AOD shall be binding upon RRFC, its parents, its officers, directors, employees, agents, subsidiaries, affiliates, subdivision, successors, and assigns.

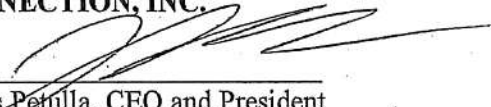
18. This AOD and its provisions shall be effective on the date that it is filed in Suffolk Superior Court.

19. By signing below, the signatories represent that they are authorized to sign this document on behalf of their respective parties.

20. By signing below, the AGO agrees it will not proceed with or institute a civil action under G.L. c. 93A § 4 or commence any other civil cause of action against RRFC, its parents, subsidiaries and subdivisions, employees, officers, or directors for RRFC's actions prior to the date of the entry of this AOD that relate to the Investigation or the AGO's allegations in paragraph 3 hereof.

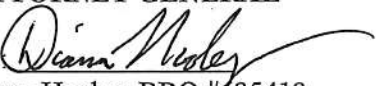
21. RRFC shall comply with all the terms of this AOD. Any violation by RRFC of this AOD may be pursued in a civil action or proceeding under G.L. c. 93A hereafter commenced by the AGO.

**RECORDING RADIO FILM
CONNECTION, INC.**

By: 
James Petulla, CEO and President
Recording Radio Film Connection, Inc.
6060 Center Drive, 10th Floor, Ste 1000
Los Angeles, California 90045

Dated: May 5, 2023

**COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL
ATTORNEY GENERAL**

By: 
Diana Hooley, BBO #685418
Assistant Attorney General
One Ashburton Place, 18th Floor
Boston, Massachusetts 02108
617-963-2198
diana.hooley@mass.gov

Dated: May 11, 2023