

2010-04032

CAUSE NO. \_\_\_\_\_

IN THE MATTER OF:

PROVEN METHODS SEMINARS, LLC  
D/B/A NATIONAL GRANTS  
CONFERENCES, MATT ORLANDO,  
GAIL AMEN, IRENE MILIN, AND  
MICHAEL MILIN.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS



JUDICIAL DISTRICT

ASSURANCE OF VOLUNTARY COMPLIANCE

COMES NOW the STATE OF TEXAS, acting by and through its Attorney General GREG ABBOTT, and **PROVEN METHODS SEMINARS, LLC D/B/A NATIONAL GRANTS CONFERENCES, MATT ORLANDO, GAIL AMEN, IRENE MILIN, AND MICHAEL MILIN** (“RESPONDENTS”), respectfully submit the following Assurance of Voluntary Compliance (“AVC”) in accordance with the Texas Deceptive Trade Practices – Consumer Protection Act (“DTPA”), TEX. BUS. & COM. CODE ANN. § 17.58.

**I.**

The Office of the Attorney General alleges that Respondents advertise, promote and conduct “free” conferences in Texas for the purpose of selling Respondents' \$999.00 workshops that purport to teach consumers how to obtain government grants. Consumers that attend these “workshops” are provided with little useable information and encouraged to sign up for additional products and services. Both in advertisements and at their conferences, Respondents mislead consumers with testimonials that give the impression that anyone can make money from government grants, and that the process is fast and easy. It is only after Respondents have obtained signed contracts and collected the funds that consumers learn how difficult and time consuming it is to secure government grants.

**FILED**  
Loren Jackson  
District Clerk

JAN 21 2010

Time: \_\_\_\_\_  
Harris County, Texas

By \_\_\_\_\_



D. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another, in violation of §17.46(b)(7);

E. Advertising goods or services with the intent not to sell them as advertised, in violation of §17.46(b)(9);

F. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law, in violation of §17.46(b)(12); and

G. Failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed, in violation of § 17.46(b)(24).

**Texas Contest and Gift Giveaway Act**

A. Using the term “gift” or a similar term in a false, misleading, or deceptive manner in violation of TEX. BUS. & COM. CODE ANN. § 621.053(1) (formerly TEX. BUS. & COM. CODE ANN. § 40.03(1));

B. Representing that a gift has a sponsor, approval, characteristic, ingredient, use, benefit, quantity, status, affiliation, connection, or identity that the gift does not have in violation of TEX. BUS. & COM. CODE ANN. § 621.053(4) (formerly TEX. BUS. & COM. CODE ANN. § 40.036(6));

C. Representing that a gift is of a particular standard, quality, grade, style or model when it is another in violation of TEX. BUS. & COM. CODE ANN. § 621.053(5) (formerly TEX. BUS. & COM. CODE ANN. § 40.036(7)); and

D. Notifying a consumer that they will receive a gift, the receipt of which is conditioned on the person purchasing a good or service, without clearly and conspicuously disclosing the

required purchase at the time of notification in violation of TEX. BUS. & COM. CODE ANN. § 621.055(a) (formerly TEX. BUS. & COM. CODE ANN. § 40.034).

### III.

As evidenced by their duly authorized signatures affixed below, the parties stipulate to the Court that they understand and agree to the terms of this Assurance of Voluntary Compliance; that they have actively participated in the negotiations leading up to this AVC and are aware of the duties placed upon them by it, and are desirous and capable of carrying out those duties in full; and, that they acknowledge receipt of copies of this AVC and have full and actual notice of the terms of this AVC. Additionally, the parties stipulate that Respondents shall institute reasonable practices to provide notice of the applicable terms of this AVC to all agents and employees involved. It is further stipulated that the State of Texas and Respondents agree to and do not contest the entry of this AVC. This agreement is being entered into to avoid the cost and time of litigation and shall not be deemed an admission of, or a finding of, the truth of the allegations made by the Office of the Attorney General. Respondents do not admit to violating any Federal or State laws, regulations, rules or orders.

### IV.

As used in this AVC, the following terms are defined as follows:

A. **"Consumer"** means an individual, partnership, corporation, or entity of any kind, including the State of Texas, or a subdivision or agency of this state, who seeks or acquires, by purchase or lease, any goods or services;

B. **"Respondent(s)"** means **Proven Methods Seminars, LLC d/b/a National Grants Conferences, Matt Orlando, Gail Amen, Irene Milin and Michael Milin**, their successors, assigns, officers, agents, subcontractors, servants, present and former employees, corporations,

relatives, family, and any other persons in active concert or participation with them; however, the term does not include an attorney engaged by Proven Methods Seminars, LLC d/b/a National Grants Conferences, Matt Orlando, Gail Amen, Irene Milin or Michael Milin to provide legal advice and whose actions fall within the definition of the practice of law;

C. **"Gift"** means an item of value that is offered, transferred, or given to a person to induce them to attend a seminar or purchase a product or service, including, but not limited to, vouchers, certificates, gift cards, and similar items;

D. **"Product"** means a good, chattel, or tangible and intangible property of any kind, including, but not limited to books, pamphlets, brochures, handouts, software, or seminar materials;

E. **"Person"** means an individual, partnership, corporation, or entity of any kind;

F. **"Services"** means work, labor, or service purchased or leased for use, including, but not limited to Seminars, counseling, mentoring, guidance, etc.;

G. **"Sell"** means any type of contact with a person or entity for the purpose of requesting, persuading, soliciting, or seeking any type of contribution, sponsorship, compensation, or anything of value from said person or entity for any reason whatsoever; and

H. **"Seminar"** means a class, conference, tutorial, training, gathering, meeting, workshop or other exchange of information.

#### V.

Respondents assure the Office of the Attorney General and thereby the consumers of Texas that from the date of the signing of this Assurance of Voluntary Compliance, which shall be filed with the appropriate District Court in Harris County, Texas, that Respondents agree to *refrain* from engaging in the following acts or practices in the state of Texas or targeted or directed towards any person living or residing in the state of Texas:

A. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, invoices or other written or computer generated materials relating to the business of Respondents in connection with Texas consumers, currently or hereafter in their possession, custody, or control except in response to further orders or subpoenas in this cause;

B. Advertising, promoting, sponsoring, or selling products or services, including additional seminars, without prior written approval of the Office of the Attorney General of Texas;

C. Advertising, promoting, sponsoring, or selling products or services, including additional seminars, without providing notice that they are "not available to Texas residents;"

D. Claiming or advertising an affiliation, connection, or association with a consumer advocacy group in a manner that is deceptive or misleading or whose name indicates a national presence when that is not the case;

E. Making oral representations that, directly or indirectly, contradict terms or language contained in Respondents written contracts with consumers;

F. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;

G. Representing that products and services have characteristics, uses and benefits which they do not have;

H. Representing that gifts, products, or services are of a particular quality if they are of another;

I. Advertising gifts, products, and services with the intent not to provide or sell them as advertised;

J. Failing to disclose information concerning products or services, which was known at the time of the transaction, if such failure to disclose such information was intended to induce a

consumer into a transaction into which the consumer would not have entered had the information been disclosed;

K. Using the term gift in a false, misleading, or deceptive manner;

L. Representing that a gift has a sponsor, approval, characteristic, use, benefit, affiliation, connection, or identity that the gift does not have; and

M. Notifying consumers that they will receive a gift, the receipt of which is conditioned on the person purchasing a good or service, without disclosing the required purchase at the time of notification.

## VI.

As set forth in TEX. BUS. COM. CODE § 17.58(c), both the State of Texas and Respondents acknowledge that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, subsequent failure to comply with each and any of the terms of this AVC is *prima facie* evidence of a violation of the Texas Deceptive Trade Practices Act in any action by the State of Texas by and through the Office of the Attorney General. It is also agreed and understood that this AVC shall not in any way affect individual rights of action by any consumers.

AGREED this 21 day of ~~December~~ <sup>January</sup>, 2009:

AGREED this \_\_\_\_\_ day of December, 2009:

**PLAINTIFFS**

GREG ABBOTT  
Attorney General of Texas

C. ANDREW WEBER  
First Assistant Attorney General

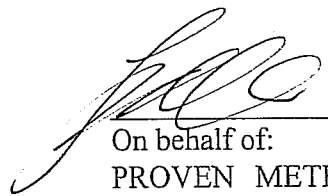
DAVID S. MORALES  
Deputy Attorney General for Civil Litigation

PAUL D. CARMONA  
Chief, Consumer Protection & Public Health  
Division



RICK BERLIN  
Texas Bar No. ~~18334212~~ <sup>24055161</sup>  
ROSEMARIE DONNELLY  
Texas Bar No. 5983020  
Assistant Attorneys General  
Consumer Protection & Public Health Div.  
808 Travis, Suite 1520  
Houston, Texas 77002  
Telephone 713-225-8917  
Facsimile 713-223-5821  
**ATTORNEYS FOR PLAINTIFF**

**RESPONDENTS**



On behalf of:  
PROVEN METHODS SEMINARS, LLC  
d/b/a National Grants Conferences  
6400 Park of Commerce  
Boca Raton, FL 33487

\_\_\_\_\_  
MATT ORLANDO, individually

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GAIL AMEN, individually

\_\_\_\_\_  
IRENE MILIN, individually

\_\_\_\_\_  
MICHAEL MILIN, individually



FRANK KRUPPENBACHER  
Florida Bar No. 238597  
9064 Great Heron Cir.  
Orlando, Florida 32836-5483  
**ATTORNEY FOR RESPONDENTS**



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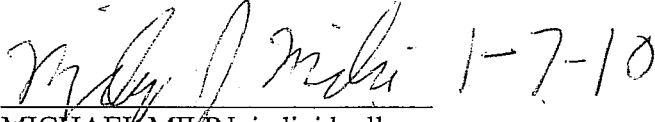
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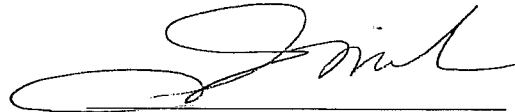
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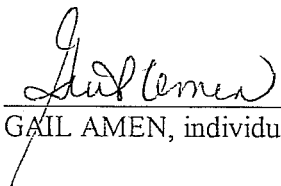
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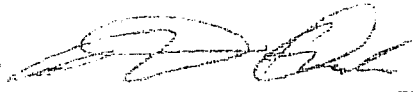
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Delta National Grants Conference  
6000 Park of Commerce  
Boca Raton, FL 33487

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS



JUDICIAL DISTRICT

FINAL ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date, came to be heard the Assurance of Voluntary Compliance (AVC) filed in this cause. The AVC is approved by all parties. This AVC is hereby APPROVED by the Court.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
JUDGE PRESIDING

**FILED**

Loren Jackson  
District Clerk

JAN 21 2010

Time: \_\_\_\_\_

Harris County, Texas

By \_\_\_\_\_

Deputy