

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF INGHAM

THE PEOPLE OF THE STATE OF
MICHIGAN,

Petitioner,

No. 25-450-CP

v

HON. MORGAN E. COLE

LPCC, LLC, d/b/a, LPCCS, LLC, a Florida
limited liability company, and GERALDO
RODRIGUEZ, individually,

Respondents.

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30th Circuit Court
Clark

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ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

The People of the State of Michigan represented by Attorney General Dana Nessel ("Petitioner"), and LPCC, LLC, d/b/a, LPCCS, LLC, and Geraldo Rodriguez (collectively "Respondents"), hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance. This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as amended, MCL 445.901 *et seq.* ("MCPA").

Based on the foregoing, the Parties agree as follows:

I. Definitions

1.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

1.2 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

1.3 “LPCCS” refers to LPCCS, LLC, the assumed name of LPCC, LLC, a Florida limited liability company that was voluntarily dissolved in February 2024.

1.4 “Respondents” collectively refers to LPCC, LLC, d/b/a, LPCCS, LLC, and Geraldo Rodriguez.

1.5 “Parties” means COD and Respondents, collectively.

1.6 All other terms shall have the meaning specifically defined in the MCPA.

II. COD’s preliminary investigation of Respondents

2.1 In February 2025, the Attorney General’s Office received a complaint from the owner of a newly formed Michigan business entity regarding a solicitation he received in the mail from LPCCS. The mailer is for an “all-in-one labor law poster” that purportedly satisfies workplace poster requirements and would avoid possible civil penalties that may occur for non-compliance. There is a disclaimer that the recipient is not required to purchase the poster and that LPCCS is not affiliated with any governmental entity. The mailer contains a document number, a document fee of \$108, a notice date, a response date, and a detachable section that prompts payment information. The mailer does not disclose that posters containing

the same or like information may be obtained free of charge from government agencies.

2.2 It is COD's view that the mailer is formatted in such a manner that it is likely to create confusion among Michigan consumers as to whether the advertisement is instead an invoice or official notice from a government entity.

2.3 In February 2024, LPCC, LLC—LPCCS's registered name—was voluntarily dissolved by its managing member, Geraldo Rodriguez, in its home state of Florida. Although LPCC, LLC, had obtained a certificate of authority to transact business in Michigan as LPCCS, that authority continues only "so long as the foreign limited liability company retains its authority to transact such business in the jurisdiction of its organization[.]" MCL 450.5003(2). Because LPCC, LLC, is dissolved in its jurisdiction of organization, it no longer has authority to transact business in Michigan.

2.4 COD sent a letter to Respondents detailing COD's concerns regarding the mailer and the post-dissolution business activities in Michigan. Respondents advised COD that LPCC, LLC, had been mistakenly dissolved in Florida and that any solicitations sent after that point were unintentional. According to Respondents, LPCCS sold 121 posters in Michigan, eight of which were offered post-dissolution.

2.5 In entering into this Assurance, the mutual objective of the Parties is to resolve, without litigation, COD's potential claims under the MCPA and Michigan Limited Liability Company Act, MCL 450.4101 *et seq.*, for preliminary and permanent injunctive relief, as well as the potential claims for payment of

damages and reimbursement of COD's costs and expenses related to COD's investigation. The entry into this Agreement by Respondents is not an admission of liability with respect to any issue addressed in this Agreement, nor is it an admission of any factual allegations or legal conclusions stated or implied herein.

III. Jurisdiction

3.1 The Department of Attorney General ("the Department") has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Respondents waive all objections and defenses that they may have as to the jurisdiction of the Department over the matters covered by this Assurance.

IV. Parties Bound

4.1 This Assurance binds Respondents, whether acting through associates, principals, officers, directors, employees, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity. Respondents are responsible for compliance with the terms of this Assurance, and must ensure that all of Respondents' employees, agents, and representatives comply with the terms of this Assurance.

V. Implementation of Compliance Measures

5.1 Respondents will comply with the MCPA going forward.

5.2 Respondents shall not intentionally nor recklessly send to Michigan individuals or entities unsolicited direct mail, including via the U.S. Postal Services, private courier service, facsimile transmission, electronic mail, and other similar

methods of delivery in connection with the advertisement, marketing, promotion, or offering for sale of any good or service, whether directly or through an intermediary.

5.3 LPCC, LLC, shall, within 14 days of the Effective Date of this Assurance, file an application for a certificate of withdrawal with the Michigan Department of Licensing and Regulatory Affairs pursuant to MCL 450.5006.

VI. Financial obligations

6.1 Within 30 days of the Effective Date of this Assurance, Respondents shall issue a refund check to every Michigan individual or entity that purchased a labor law poster from LPCCS.

6.2 No later than 30 days after Respondents have complied with paragraph 6.1, Respondents shall deliver to the Attorney General a list of all purchasers who did not deposit or otherwise cash a refund check. COD may then attempt to identify an appropriate address for the purchaser to receive the refund check and notify Respondents' counsel of such information, upon which Respondents shall issue a new check to the identified address.

6.3 In consideration of the costs incurred by COD for this investigation, Respondents shall make a payment to the State of Michigan in the amount of \$500 within fourteen days of the Effective Date. Payment shall be made by check or money order payable to the "State of Michigan" and sent to Nicholas R. Tloczynski, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

VII. Release

7.1 Upon the Effective Date, COD hereby releases and discharges Respondents and any of their parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of their past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, that are based directly or indirectly on the Attorney General's consumer protection investigation as identified in this Assurance, including the alleged acts, failures to act, omissions, misrepresentations, facts, events, transactions, statement, occurrences or other subject matter which were or could have been set forth, alleged, complained of or otherwise referred to in the Assurance. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers, other divisions of the Attorney General's office, or other state or federal agencies. Furthermore, this release is wholly contingent upon Respondents' continued compliance with the terms of this Assurance. Should COD have reasonable cause to believe that Respondents have failed or ceased to comply with any provision herein, this Assurance shall be voidable by COD at its option.

VIII. General Provisions

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest. This Assurance does not bind any

Division of the Michigan Department of the Attorney General other than COD, or any state, local, federal, or other governmental agency.

8.2 This Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by the Attorney General of any of Respondents' business practices and Respondents must not make any representation to the contrary.

8.4 No modification of this Assurance is valid unless in writing and signed by all Parties.

8.5 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

8.6 COD will make reasonable efforts to provide written notice in the event that COD believes Respondents to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

IX. Signatories, Execution in Counterparts, and Electronic Signatures

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter into this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

9.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically-transmitted

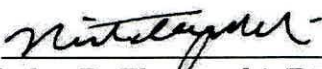
signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

X. Effective Date

10.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

The People of the State of Michigan

Dated: August 6, 2025

By: 
Nicholas R. Tloczynski (P79148)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909

Respondents

Dated: August 6, 2025

By: 
Alison A. Furtaw (P55893)
Dykema
400 Renaissance Center
Detroit, MI 48243

Dated: August 06, 2025

By: 
Geraldo Rodriguez