

ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the People of the State of Michigan, and TMB Solutions LLC, doing business as C.P.S., and Steven Fata, hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance. This Assurance concerns the resolution of alleged violations of Michigan law.

Based on the foregoing, the Parties agree as follows:

I. Definitions

1.1 "Assurance" means this Assurance of Voluntary Compliance and Discontinuance.

1.2 "Attorney General" means the Michigan Department of Attorney General.

1.3 "COD" means the Michigan Department of Attorney General, Corporate Oversight Division.

1.4 "TMB Solutions" refers to TMB Solutions LLC, a foreign limited liability company.

1.5 "Respondents" collectively refers to TMB Solutions and Steven Fata both individually and as managing member of TMB Solutions.

1.6 "Parties" means COD and Respondents, collectively.

II. Background

2.1 TMB Solutions sends solicitations to newly formed Michigan business entities for a written safety manual that purportedly assists employers with

complying with occupational safety and health standards issued by OSHA. This solicitation is made under the name C.P.S. Steven Fata is the principal behind TMB Solutions.

2.2 In August 2025, the Attorney General's Office received a complaint regarding a solicitation for a safety manual the complainant received in the mail from C.P.S. The complainant did not purchase the manual but felt that other recipients could be misled into believing they were required to do so. The solicitation references possible criminal and civil penalties for OSHA violations. The solicitation also contains a "Please Respond By" date and a section that requests payment for the \$295 manual.

2.3 Although there are disclosures that C.P.S. is not a government agency, COD has alleged that the solicitation resembles an official government document. It is COD's view that the solicitation is formatted in such a manner that it is likely to create confusion among recipients as to whether the advertisement is instead an invoice or bill. Further, TMB Solutions is not registered to do business in Michigan as C.P.S.

2.4 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. Respondents are entering into this Assurance to resolve, without litigation, COD's potential claims regarding the solicitations.

III. Jurisdiction

3.1 The Attorney General has jurisdiction over the subject matter of this agreement under MCL 14.28. Respondents waive all objections and defenses that they may have as to the jurisdiction of the Attorney General over the matters covered by this Assurance.

3.2 This Assurance will be interpreted and enforced according to Michigan law.

IV. Parties Bound

4.1 This Assurance binds Respondents, whether acting through associates, principals, members, 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 shall clearly and conspicuously disclose in all solicitations for the sale of safety manuals the following statement: "This is not a bill. This is a solicitation; you are under no obligation to pay the amount stated, unless you accept this offer." A copy of a revised solicitation complying with this requirement is included as **Attachment 1** to this Assurance.

5.2 Respondents will send future solicitations for the sale of safety manuals under the assumed name of CPFS (short for Corporate Products and Filing

Services). TMB Solutions will maintain a registered assumed name of CPFS pursuant to MCL 450.4206 so long as it transacts business in Michigan. In the future, should Respondents wish to operate under an assumed name other than CPFS, the assumed name must be registered pursuant to MCL 450.4206, and any future solicitation under the new assumed name for the sale of the safety manuals must comply with Section 5.1.

5.3 This Assurance and its acceptance do not replace or modify the 2007 consent judgment or past assurances of voluntary compliance or discontinuance involving Steven Fata and the Attorney General.

VI. Refund Offer

6.1 Respondents shall, within 30 days of the Effective Date of this Assurance, mail to every Michigan individual or entity that purchased a safety manual from Respondents written notice of their right to obtain a full refund. The written notice that Respondents will send to these customers will be substantially in the form of the letter included as Attachment 2 to this Assurance. Respondents shall provide for a refund within 30 days of the customer returning the safety manual.

6.2 Respondents shall, within 30 days of the Effective Date of this Assurance, certify in writing to COD that they have sent the written notice required by paragraph 6.1.

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, members, 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 concerns 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 Michigan consumers, Michigan businesses, other divisions of the Attorney General's Office, or other state or federal agencies.

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 other agencies, boards, commissions or offices of the State of Michigan.

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.

8.6 Unless a temporary restraining order is sought, 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.


**Dana Nessel, Attorney General, on
behalf of the People of the State of
Michigan**

Dated: June 10, 2026

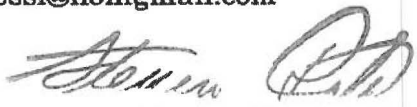
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TMB Solutions LLC

Dated: June 10, 2026

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Dated: June 9, 2026


Steven Fata, Individually