





4. Defendants deny wrongdoing or liability of any kind, but have agreed to entry of this Consent Judgment in order to resolve a dispute with Plaintiff.

5. The Court finds that this Consent Judgment should be entered.

6. The following terms shall have the following meanings in this Consent Judgment:

“Adequate Notice” means clear and conspicuous disclosure reasonably designed to provide actual notice to the consumer and to avoid unfair surprise. In determining whether a particular manner of disclosure effects “Adequate Notice,” ostensibly reliable reports from affected consumers are to be given strong consideration.

“Merchandise” shall have the meaning set forth in Iowa Code § 714.16 (1)(i), which includes without limitation the subscription services and other services provided by NAI.

“Pro Rata Refund” refers to pro rata reimbursement for prepaid but unused periods of service.

“Restrictive Refund Policy” refers to any policy or practice pursuant to which a subscriber who cancels a subscription does not qualify to receive any refund or qualifies for a refund in an amount less than a Pro Rata Refund.

**IT IS THEREFORE ORDERED** pursuant to the Iowa Consumer Fraud Act, Iowa Code § 714.16 (“CFA”), that each Defendant, and (as applicable) each Defendant’s partners, employees, agents, servants, representatives, successors, assigns, and all other persons, corporations and other entities acting in concert with, or participating with, one or more Defendants in the marketing of merchandise by NAI, or in the marketing of other online subscription services to Iowa residents or from an Iowa location, who have actual or constructive notice of the Court’s injunction (hereinafter “Defendants *et al.*”), are permanently restrained and enjoined from violating the CFA in connection with the marketing of merchandise by NAI, or in the marketing of other online subscription services either to Iowa residents or from an Iowa location. Without limiting the foregoing, and with the express proviso that nothing herein shall be interpreted to permit any act or practice that would otherwise violate the CFA or any other

law, Defendants *et al.* are permanently restrained and enjoined from the conduct in each of the lettered paragraphs (A through P) below, compliance with each lettered paragraph to be effected as soon as circumstances permit, but, in any event, compliance with all lettered paragraphs to be effected no later than thirty (30) days from entry of this Consent Judgment:

- A. Adopting or maintaining a Restrictive Refund Policy unless any consumer subject to such policy receives Adequate Notice of such policy before committing to the subscription.
- B. Adopting or maintaining a policy of automatically renewing the subscription term of subscribers who fail to cancel by a set deadline, unless any consumer subject to such policy receives Adequate Notice of such policy before committing to the subscription.
- C. Failing to provide Adequate Notice to a subscriber of an upcoming auto-renewal at least seven (7) days prior to the date by which cancellation must occur to avoid auto-renewal.
- D. Failing, in any communication with a subscriber or prospective subscriber that addresses renewal of a subscription, to provide Adequate Notice of terms or conditions material to avoiding any unwanted renewal.
- E. Adopting or maintaining a policy requiring that a consumer cancel a subscription any set period of time in advance of the end of a free trial period.
- F. Failing to notify a consumer to whom a price increase might apply in connection with that consumer's then-current subscription of such increase, sufficiently in advance of the effective date of the increase to provide the consumer a reasonable opportunity to cancel and avoid having to pay the increased price.
- G. Failing to make a prompt Pro Rata Refund to any consumer who requests a refund and whose subscription began prior to entry of this Consent Judgment.
- H. Failing to make available consumer-friendly means through which a subscriber can cancel a subscription, including without limitation toll-free numbers that do not involve undue wait times or undue inconvenience.
- I. Failing to make available consumer-friendly means through which a consumer may access reasonably effective customer support services without undue waiting or undue inconvenience.
- J. Failing to respond promptly and appropriately to requests from subscribers.



- K. Making any implied or express representation on a website or otherwise that conveys a misleading impression to would-be subscribers as to one or more terms or conditions of subscription, or as to the scope or nature of the services provided to subscribers.
- L. Attempting directly, or indirectly through a third party, to charge a consumer's credit card after an initial effort to do so is unsuccessful, by substituting other possible expiration dates without the consumer's written authorization to do so.
- M. Failing to implement measures reasonably designed to avoid any repeat charges for the same service or subscription period.
- N. Soliciting, directly or indirectly, donations to GWM or any other entity through the use of a pre-checked box, or through any device or arrangement likely to garner donations from some persons who did not intend to donate.
- O. Failing to promptly refund any previously unrefunded portion of amounts charged to a consumer as a donation to GWM, upon that consumer's request.
- P. Failing to promptly comply with reasonable requests for information from the Attorney General bearing on Defendants' compliance with this Consent Judgment.

**IT IS FURTHER ORDERED** that, within five (5) days of entry of this Consent Judgment, Defendants pay to Plaintiff the sum of \$100,000.00, to be applied by the Attorney General to restoring to consumers amounts they spent for NAI subscriptions or donated to GTW, to the extent reimbursement has not previously been made, pursuant to Iowa Code § 714.16(7). Such restoration may include, in the Attorney General's discretion, such expenditures as are reasonably necessary to retain the services of a third party to administer consumer reimbursement. Defendants are directed to accommodate reasonable requests from Plaintiff for customer data or other information required by Plaintiff to facilitate restoration. To the extent that consumers entitled to reimbursement cannot be located through reasonable efforts, the money that is not returned to consumers shall be deposited into the fund created by Iowa Code § 714.16C and used by the Attorney General for the administration and

implementation of the CFA, pursuant to Iowa Code § 714.16 (7). This payment to Plaintiff shall not affect Defendants' established pre-Consent Judgment policy regarding refunds (which policy the Attorney General neither approves nor disapproves) by making refunds less available, and nothing herein shall be interpreted to limit in any way refunds by a Defendant in circumstances in which a refund is not expressly required; provided however that it shall not be deemed a violation of this Consent Judgment for Defendants to decline to make a refund requested by a consumer who had been directly notified by the Attorney General of the opportunity to receive such a refund from the above-referenced \$100,000.00 fund and who did not respond, and the Attorney General shall cooperate with reasonable requests from Defendants for identification of persons who received refunds from such fund, and/or who were notified as above and did not respond.

**IT IS FURTHER ORDERED** that, Defendants having waived any other service requirements associated with entry of this Consent Judgment, Plaintiff is directed to notify Defendants of entry of this Consent Judgment by promptly providing a copy to their attorney, Thomas F. Ochs, P.O. Box 456, Cedar Rapids, Iowa 52406-0456.

**IT IS FURTHER ORDERED** that the Attorney General cooperate with Defendants in the submission of a Satisfaction of Judgment attesting to payment of amounts Defendants are ordered to pay herein, promptly after such payment occurs.

**IT IS FURTHER ORDERED** that the Court retain jurisdiction for purposes of enforcing this Consent Judgment.

**IT IS FURTHER ORDERED** that Defendants pay court costs, if any.

SO ORDERED.

Approved:

DEFENDANTS:

Date: \_\_\_\_\_

David  
Glenwinkel

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Glenwinkel  
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c=US  
Date: 2015.11.24 12:13:36 -08'00'

Newspaper Archive, Inc.,  
by David Glenwinkel



Date: \_\_\_\_\_

David  
Glenwinkel  
Global Way Makers,  
by David Glenwinkel

Digitally signed by David Glenwinkel  
DN: cn=David Glenwinkel, o=EMS, ou,  
email=david@taxcite.com, c=US  
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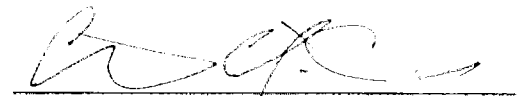


Date: 11-24-2015

  
Thomas F. Ochs, Attorney for Defendants

PLAINTIFF:

Date: 12-2-2015

  
Steve St. Clair  
Assistant Attorney General

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

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**STATE OF IOWA ex rel.  
THOMAS J. MILLER,  
ATTORNEY GENERAL OF IOWA**

Plaintiff,

v.

**NEWSPAPER ARCHIVE, INC.,**  
an Iowa corporation;

**GLOBAL WAY MAKERS,**  
a California corporation,

Defendants.

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**EQUITY EQCE 079314**

**ORDER ENTERING  
CONSENT JUDGMENT**

The Court, having reviewed Plaintiff Attorney General's Petition requesting entry of the Consent Judgment attached to the Petition, and noting that such Consent Judgment has been approved and signed by all parties, hereby ENTERS such Consent Judgment.

Cc:

Thomas F. Ochs  
Gray, Stefani & Mitvalsky, P.L.C.  
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State of Iowa Courts

**Type:** ORDER FOR JUDGMENT

**Case Number**      **Case Title**  
EQCE079314      STATE OF IOWA V. NEWSPAPER ARCHIVE, INC. ET AL.

So Ordered

A handwritten signature in cursive script that reads 'Robert B. Hanson'. The signature is written in black ink and is positioned above a horizontal line.

**Robert B. Hanson, District Court Judge,  
Fifth Judicial District of Iowa**