

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Jon Leibowitz, Chairman**
 William E. Kovacic
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

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In the Matter of)	
)	
NONPROFIT MANAGEMENT LLC,)	
a limited liability corporation,)	
also doing business as Tested Green,)	
and)	
)	DOCKET NO.
JEREMY RYAN CLAEYS, also doing)	
business as Tested Green, individually)	
and as an officer and member of)	
Nonprofit Management LLC)	
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AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of Nonprofit Management LLC, a limited liability corporation, and Jeremy Ryan Claeys, individually and as an officer and member of Nonprofit Management LLC (“proposed respondents”). Proposed respondents are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between Nonprofit Management LLC, by its duly authorized officer, and Jeremy Ryan Claeys, individually and as an officer and member of the limited liability corporation, and counsel for the Federal Trade Commission that:

1. a. Proposed respondent Nonprofit Management LLC, also doing business as Tested Green, is a Delaware limited liability corporation with a principal office at 1250 Connecticut Avenue, N.W., Suite 200, Washington, DC 20036.

- b. Proposed respondent Jeremy Ryan Claeys, also doing business as Tested Green, is an individual and an officer and member of Nonprofit Management LLC. Claeys’ principal office, doing business as Tested Green, is at 1250 Connecticut Avenue, N.W., Suite 200, Washington, DC 20036.

2. Proposed respondents admit all of the jurisdictional facts set forth in the draft complaint.
3. Proposed respondents waive:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.
5. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondents' address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.
6. Proposed respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, “Respondents” shall mean Nonprofit Management LLC, also doing business as Tested Green, its successors and assigns; and Jeremy Ryan Claeys, individually, also doing business as Tested Green, and as an officer and member of Nonprofit Management LLC.
2. “Certification” shall include any seal, logo, emblem, shield, or other insignia that expresses or implies approval or endorsement of any product, package, service, practice, or program, or any attribute thereof.
3. “Clearly and prominently” shall mean:
 - A. In textual communications (*e.g.*, printed publications or words displayed on the screen of a computer), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts with the background on which they appear;
 - B. In communications disseminated orally or through audible means (*e.g.*, radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;
 - C. In communications disseminated through video means (*e.g.*, television or streaming video), the required disclosures are in writing in a form consistent with subparagraph (A) of this definition and shall appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them, and in the same language as the predominant language that is used in the communication;
 - D. In communications made through interactive media, such as the Internet, online services, and software, the required disclosures are unavoidable and presented in a form consistent with subparagraph (A) of this definition, in addition to any audio or video presentation of them; and
 - E. In all instances, the required disclosures are presented in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication of them.
4. “Endorsement” means any advertising message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser. The party whose opinions, beliefs, findings, or experience the message appears to reflect will be called the endorser and may be an individual, group, or institution.
5. “Environmental certification” shall mean any certification that expresses or implies that a product, package, service, practice, or program is environmentally friendly, environmentally

superior, or environmentally preferable to other products, packages, services, practices, or programs; or expresses or implies other environmental attributes or benefits.

6. “Material connection” shall mean any relationship that materially affects the weight or credibility of any endorsement and that would not be reasonably expected by consumers.

7. “Tested Green Certification” shall refer to the certification issued by Respondents that is depicted below:



I.

[Making Misrepresentations]

IT IS HEREBY ORDERED that Respondents, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this order, by personal service or otherwise, in connection with the labeling, advertising, marketing, promotion, offering for sale, sale, or distribution of any product, package, certification, service, practice, or program, are permanently restrained and enjoined from making or assisting others in making, expressly or by implication, orally or in writing, any misrepresentation, including misrepresenting:

- A. the fact that, or degree to which, Respondents have, or a third party has, evaluated a product, package, service, practice, or program based on its environmental benefits or attributes;
- B. that Respondents have, or a third party has, the appropriate expertise to evaluate the environmental benefits or attributes of a product, package, service, practice, or program;
- C. the number of certifications issued by Respondents; or
- D. that a product, package, certification, service, practice, or program is endorsed by an independent person or organization.

II.

[Means and Instrumentalities]

IT IS FURTHER ORDERED that Respondents, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this order, by personal service or otherwise, in connection with the labeling, advertising, marketing, promotion, offering for sale, sale, or distribution of any product, package, certification, service, practice, or program, are permanently restrained and enjoined from providing to others the means and instrumentalities to make, expressly or by implication, orally or in writing, any false or misleading statement.

III.

[Disclosure of Material Connection between Endorser and Endorsed Person or Entity]

IT IS FURTHER ORDERED that Respondents, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees and all persons or entities in active concert or participation with them who receive actual notice of this order, by personal service or otherwise, in connection with the labeling, advertising, marketing, promotion, offering for sale, sale, or distribution of any product, package, certification, service, practice, or program, shall not make any representation, in any manner, expressly or by implication, about any user or endorser of such product, package, certification, service, practice, or program unless they disclose, clearly and prominently, a material connection, when one exists, between such user or endorser and the Respondents or any other individual or entity labeling, advertising, marketing, promoting, offering for sale, selling, or distributing such product, package, certification, service, practice, or program.

IV.

IT IS FURTHER ORDERED that Respondent Nonprofit Management LLC, and its successors and assigns, and Respondent Jeremy Ryan Claeys shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Commission for inspection and copying:

- A. All advertisements, labeling, packaging and promotional materials containing the representation;
- B. All materials that were relied upon in making and disseminating the representation;
- C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations; and

- d. All acknowledgments of receipt of this order, obtained pursuant to Part V.

V.

IT IS FURTHER ORDERED that Respondent Nonprofit Management LLC, and its successors and assigns, and Respondent Jeremy Ryan Claeys, shall deliver a copy of this order to all current and future principals, members, officers, directors, and managers; and all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order. Respondents shall secure from each such person a signed and dated statement acknowledging receipt of the order, with any electronic signatures complying with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.* Respondents shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that Respondent Nonprofit Management LLC, and its successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation or any business entity that the corporation directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this order, including but not limited to formation of a new business entity; a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the business or corporate name or address. Provided, however, that, with respect to any proposed change about which the Respondent learns less than thirty (30) days prior to the date such action is to take place, Respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580, *Re: FTC v. Nonprofit Management LLC and Jeremy Ryan Claeys*, FTC File No. _____. Provided, however, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if electronic versions of such notices are contemporaneously sent to the Commission at Debrief@ftc.gov.

VII.

IT IS FURTHER ORDERED that Respondent Jeremy Ryan Claeys, for a period of ten (10) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment. The notice shall include Respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade

Commission, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580, *Re: FTC v. Nonprofit Management LLC and Jeremy Ryan Claeys*, FTC File No. _____. Provided, however, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if electronic versions of such notices are contemporaneously sent to the Commission at Debrief@ftc.gov.

VIII.

IT IS FURTHER ORDERED that Respondent Nonprofit Management LLC, and its successors and assigns, and Respondent Jeremy Ryan Claeys, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form in which Respondents have complied with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, Respondents shall submit additional true and accurate written reports.

IX.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that the Respondents did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ day of _____, 20__.

NONPROFIT MANAGEMENT LLC

Dated: _____

By: _____
JEREMY RYAN CLAEYS
President

Dated: _____

JEREMY RYAN CLAEYS,, individually and as an
officer and member of Nonprofit Management LLC

Dated: _____

ELSIE B. KAPPLER
Counsel for the Federal Trade Commission

APPROVED:

JAMES A. KOHM
Associate Director
Division of Enforcement

DAVID C. VLADECK
Director
Bureau of Consumer Protection