

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT AT JUNEAU

STATE OF ALASKA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
ONBOARD MEDIA, INC.;)	
ROYAL MEDIA PARTNERS, LLC;)	
PANOFF PUBLISHING, INC.;)	
PPI FLEET SERVICES, INC.;)	
PASSENGER PROMOTIONS)	
INTERNATIONAL, LLC; and)	
PPI PROMOTIONS, INC.,)	
)	
)	
Defendants.)	Case No. 1JU-13-00498 Civil

**STIPULATION REGARDING AMENDMENTS TO
THE CONSENT JUDGMENT**

Plaintiff State of Alaska and Defendant Onboard Media, Inc.; Defendant Royal Media Partners, LLC; and Defendants Panoff Publishing Inc., PPI Fleet Services, Inc., Passengers Promotions International, LLC, and PPI Promotions, Inc. ("The PPI Group"), through counsel, enter into this stipulation for the purpose of carrying out the provisions and purposes of the Consent Judgments approved and signed by the court on March 21, 2013. The parties stipulate to the following amendments to their respective Consent Judgments:

Paragraph 7

Paragraph 7 is amended by adding a third sentence as follows:

7. Defendant shall establish, within 45 days of the Effective Date of this Consent Judgment, written policies and procedures to ensure compliance with this Consent Judgment. Such policies and procedures shall include disciplinary sanctions including suspension or termination of Port Lecturers, for violations of this Consent Judgment. Starting with the 2014 cruise season in Alaska, Defendant shall include, in its policies and procedures relating to the review of recordings of Promotional Presentations, a requirement for the use of the checklist attached as Exhibit A or of a substantially similar document.

Paragraph 12

Paragraph 12 is amended as to the language of the disclosure and shall include an additional sentence as the follows:

12. In addition to the identifying information required in Paragraph 9 for each videotape, at the beginning of each Promotional Presentation a Port Lecturer shall Clearly and Conspicuously make the following disclosure:

My name is _____ and I am your port lecturer [or other title]. Before beginning my presentation, I am required to tell you that the retailers and brands that I will be talking with you about today have paid a fee to be included in the shopping program, and many of the retailers also pay commissions based on sales to [name of cruise line] passengers [or guests].

Any PowerPoint or other slide show used during the presentation shall Clearly and Conspicuously disclose that the retailers and brands discussed in the presentation have paid a fee to be included in the shopping program, and many of the retailers also pay commissions based on sales to that cruise line's passengers/ guests.

New Paragraphs 18(a) and 18(b)

Two new paragraphs shall be added to follow Paragraph 18, to be identified as 18(a) and 18(b):

18(a). Port lecturers shall not make personal endorsements or testimonials about a Participating Merchant, merchandise, or a brand unless: (i) the endorsement or testimonial is true, and (ii) any material connections to, or arrangements with, the retailer or brand are Clearly and Conspicuously disclosed. "Material connections" or "arrangements" include but are not limited to any benefit or promise of a benefit, such as a commission, payment, discount for port lecturers or Shopping Program staff, or gift.

18(b). In promoting a Participating Merchant, merchandise, or a brand, Port lecturers shall not hold themselves out as, or be represented by Defendants as, jewelry experts or as having expertise in the jewelry industry. This prohibition is not intended to and does not prevent a Port Lecturer from stating if true, that he or

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she has received certification from the Gemological Institute of America (GIA) or the International Gemological Institute (IGI), or from relying on his or her knowledge or expertise gained through such certification in responding to passenger inquiries. However, Port Lecturers shall not state or imply during a Promotional Presentation that they used or relied on their experience, expertise, or certification to promote, compare or evaluate a Participating Merchant, merchandise, or a brand.

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Paragraph 19

Paragraph 19 adds the exclusion of “buyer’s remorse” to written information about the Buyer’s Guarantee and includes an additional sentence at the end of the paragraph as follows:

19. On all shopping maps, magazines, guidebooks and other documents that Defendant creates and distributes to passengers, and in all pre-recorded video programming displayed to passengers, Defendant shall provide the following information relating to the Buyer’s Guarantee in a prominent and easily readable format:

The stores on the map [in this brochure, video, etc.] have agreed to provide you with a 60-day guarantee that is detailed in full on your shopping map. This guarantee excludes buyer’s remorse, loss, theft or buyer’s negligence. **Many stores in port, including**

stores that do not participate in the program, offer their own guarantees.

In addition, the full guarantee language shall be Clearly and Conspicuously printed on all shopping maps and in all magazines distributed by Defendant to passengers: This specific language shall be submitted to the Office of the Attorney General for approval within 20 days after the Effective Date. This Paragraph shall not be construed to limit Defendant from taking additional steps to disclose the nature and extent of a Buyer's Guarantee, or to provide information about how a consumer may seek assistance from, or submit claims to, Defendant. In any oral statements describing the Buyer's Guarantee, the Port Lecturer must Clearly and Conspicuously disclose all exclusions to the Buyer's Guarantee.

MICHAEL C. GERAGHTY
ATTORNEY GENERAL

Date: _____

By: _____
Cynthia Drinkwater
Assistant Attorney General
Alaska Bar No. 8808159

ONBOARD MEDIA, INC.

Date: _____

By: _____

Daniel W. Hickey
Alaska Bar No. 7206026

ROYAL MEDIA PARTNERS, LLC

Date: _____

By: _____

Walter T. Featherly
Alaska Bar No. 8101001

PANOFF PUBLISHING, INC.;
PPI FLEET SERVICES, INC.;
PASSENGER PROMOTIONS
INTERNATIONAL, LLC and
PPI PROMOTIONS INC.

Date: _____

By: _____

Barbra Z. Nault
Alaska Bar No. 9807037

IT IS SO ORDERED this _____ day of _____, 2014 at Juneau, Alaska.

Louis Menendez
Superior Court Judge