

**IN THE MATTER OF** :  
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**ELEARNING SYSTEMS, LLC** :  
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**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (the "Assurance") is provided to Bryan Cafferelli, Commissioner of the Connecticut Department of Consumer Protection ("Department") by eLearning Systems, LLC ("Respondent") pursuant to the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, et seq, ("CUTPA") and more particularly Conn. Gen. Stat. § 42-110j.

**I. FACTUAL BACKGROUND**

1. The Connecticut Attorney General, acting on behalf of the State of Connecticut ("State"), investigates alleged violations of CUTPA and enforces its provisions, including Conn. Gen. Stat. § 42-110j.

2. Respondent is a Florida limited liability company with a principal place of business at Orlando, Florida.

3. Paul Simino is the Chief Executive Officer of Respondent and is duly authorized to execute this Assurance.

4. At all relevant times, Respondent has been engaged in trade or commerce, including in Connecticut, through its operation of North American Learning Institute ("NALI").

5. Respondent advertises NALI as an "eLearning organization focused on providing affordable, easy-to-access curricula developed by experienced instructors." Among other programs, Respondent through NALI has offered a paid "Online Domestic Violence Class" at [www.courseforviolence.com](http://www.courseforviolence.com) (the "Domestic Violence Class").

6. The Domestic Violence Class costs between \$25 and \$85 based on the course duration selected.

7. Respondent has represented in NALI advertising that the Domestic Violence Class is “recognized throughout the United States and satisfies court, legal, and employment requirements.”

8. The State contends that Respondent has improperly suggested or implied that the Domestic Violence Class satisfies requirements for domestic violence education courses that may be required in connection with Connecticut criminal cases involving domestic violence.

9. Connecticut General Statutes § 46b-38c(h) establishes a “Family Violence Education Program” which the court may order for “persons who are charged with family violence crimes.”

10. Respondent has specifically advertised that “If you have been instructed to take any one of the following classes,” including a “Family Violence Education Program,” then “our Domestic Violence Class may satisfy that requirement.”

11. The State contends that Respondent has suggested or implied that the Domestic Violence Class may be accepted in every Connecticut county, by listing such counties on the Domestic Violence Class website with green checkmarks next to them.

12. The State contends that Respondent has falsely implied State authorization or approval of the Domestic Violence Class by using the Connecticut State Seal on its website without authorization in violation of General Statutes § 3-106.

13. The Domestic Violence Class is not, and has never been, approved for use as the Family Violence Education Program under General Statutes § 46b-38c.

14. The State contends that by stating, suggesting, or implying that the Domestic Violence Course satisfies Connecticut pretrial education requirements including the family violence education program, and charging money for said course, Respondent has engaged in an unfair and/or deceptive trade practice in violation of CUTPA.

15. Respondent denies the State's allegations. Respondent denies that it has engaged in any unlawful or otherwise inappropriate business practices.

## **II. BUSINESS PRACTICES**

16. Respondent certifies that it has ceased stating, suggesting, or implying that the Domestic Violence Course satisfies the requirements of any Connecticut pretrial diversionary program and has ceased using the Connecticut State Seal on its website. Respondent also certifies that it has ceased advertising the Domestic Violence Course as a "Connecticut Domestic Violence Class."

17. Respondent shall not state, suggest, or imply that the Domestic Violence Course satisfies the requirements of any Connecticut pretrial diversionary program when such is not accurate, including through the use of: (1) qualified language such as that the course "may" satisfy or is not "specifically known" not to satisfy any requirement, or "may be required in the state of Connecticut"; (2) green checkboxes or checkmarks or any other devices suggesting approval; (3) the use of the Connecticut flag, state seal, or graphics depicting the State of Connecticut; or any other means.

## **III. PAYMENT TO THE STATE**

18. Subject to the provisions of paragraph 20 herein, without any finding or admission of liability, Respondent shall make a payment to the State of \$15,000 ("Payment"). Such payment shall be directed to "Treasurer, State of Connecticut," care

of Joseph Gasser, Assistant Attorney General, 165 Capitol Avenue, Hartford, CT 06106, and shall be used for consumer complaint resolution or education programs, or consumer protection investigation, enforcement, or litigation matters.

19. Within five (5) days of the execution of this Assurance, Respondent shall pay \$5,000 toward the Payment as described in paragraph 19. Provided that Respondent complies with all terms of this Assurance for twenty-four (24) months following the execution of this Assurance, the remainder of the Payment (*i.e.*, \$10,000.00) shall be waived.

#### **IV. GENERAL PROVISIONS**

20. This Assurance operates as a full and final disposition of the Department's investigation into Respondent's business practices. The Department acknowledges and agrees that this Assurance fully and finally resolves and releases any claims or potential claims it has or may have against Respondent and Respondent's past, present, and future parents, subsidiaries, predecessors, successors, assigns, affiliates, directors, officers, employees, shareholders, representatives, or agents relating in any way to the Software Bug, including without limitation claims under CUTPA. Respondent agrees to abide by all its terms and conditions.

21. Nothing in this Assurance shall be construed to prohibit Respondent from engaging in lawful business in Connecticut in compliance with this Assurance and all applicable Connecticut laws, nor shall this Assurance be construed as relieving Respondent of the obligation to comply with all applicable Connecticut laws.

22. Neither the existence of, nor the terms of this Assurance, shall be deemed to constitute evidence, except as permitted by applicable law, in any action or proceeding. This Assurance shall not create any private rights or causes of action in any third parties.

Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against the Respondent. Similarly, nothing contained herein shall waive the right of the Respondent to assert any lawful defenses in response to a complaint or inquiry from any consumer or any other matter.

23. This Assurance is the final, complete, and exclusive agreement on the matter contained herein, and it supersedes, terminates and replaces any and all previous negotiations and agreements, injunctions, orders and instruments as may exist. No change or modification of this Assurance shall be valid unless in writing and signed by the Department, the State and Respondent. This Assurance shall neither create nor waive any private rights or remedies in any third parties nor shall it waive any rights, remedies, or defenses of Respondent in respect to any third party. Nothing in this Assurance shall be construed to limit or to restrict Respondent's right to use this Assurance to assert or maintain any legal or equitable defense in any pending or future legal or administrative action or proceeding.

24. The Department, the State and Respondent shall each bear their own costs in connection with the negotiation, execution and implementation of this Assurance. If any of the substantive laws cited in this Assurance change due to amendment, repeal, or disposition by the legislature, an agency, or court where such change permits any action prohibited by any provision of this Assurance, that provision shall be deemed severed and of no further force or effect, and the remaining terms and conditions shall remain enforceable as if such provision had not been contained herein.

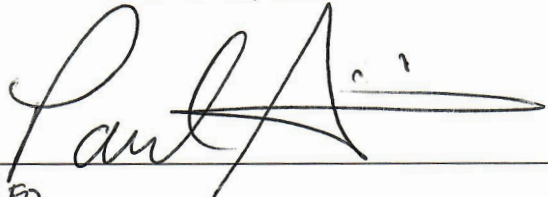
25. This Assurance shall not become part of the official record unless and until it is accepted by the Commissioner.

26. This Assurance shall become binding upon acceptance and approval by the Commissioner.

27. Except as expressly set forth herein, the acceptance of this Assurance shall not be deemed in any way to waive the right of the Commissioner of Consumer Protection to take any and all appropriate action pursuant to his/her powers under CUTPA and more particularly Conn. Gen. Stat. § 42-110j.

28. This Assurance may be executed in counterparts, each of equal import, which, when joined, shall constitute one document. Signatures may be delivered by electronic transmission (including .pdf), and such signatures shall be treated as originals thereof. Any electronic copy of this Assurance, or of any counterpart, shall be deemed to be the equivalent of an original.

RESPONDENT  
ELEARNING SYSTEMS, LLC

By:  Date 8/5/25 Name: PAUL SAMINO  
Title: CEO  
Duly Authorized

STATE OF CONNECTICUT,  
DEPARTMENT OF CONSUMER PROTECTION

Accepted and approved this 7th day of August, 2025.

  
Bryan Cafferelli, Commissioner