

G. STEVEN ROWE
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES:
84 HARLOW ST., 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

44 OAK STREET, 4TH FLOOR
PORTLAND, MAINE 04101-3014
TEL: (207) 822-0260
FAX: (207) 822-0259
TDD: (877) 428-8800

128 SWEDEN ST., STE. 2
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

TEL: (207) 626-8800
TTY: 1-888-577-6690

June 17, 2008

Michele Lumbert, Clerk
Kennebec County Superior Court
95 State Street
Augusta, ME 04330

Re: Assurance of Discontinuance in the Matter of First Class Enterprises, LLC, d/b/a
The Pavilion, James Albert, Lisa Oldkowski, MWG Trust and Paul Goltzbein

Dear Ms. Lumbert:

Enclosed for filing pursuant to 5 M.R.S.A. § 210 please find an Assurance of
Discontinuance entered into by the Attorney General and the above referenced parties.

If you have any questions, please feel free to contact me at (207) 626-8591.
Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Linda J. Conti".
LINDA J. CONTI
Assistant Attorney General

LJC/sm

Enclosure

c: Michael J. Pearce, Esq.
John A. Turcotte, Esq.

IN THE MATTER OF:

First Class Enterprises, LLC, d/b/a The Pavilion, James Albert, Lisa Oldkowski, MWG Trust, and Paul Golzbein

ASSURANCE OF DISCONTINUANCE

This **ASSURANCE OF DISCONTINUANCE** (“**ASSURANCE**”) is entered into by the Attorney General of the State of Maine (“**Attorney General**”) acting pursuant to 5 M.R.S.A. § 210, James Albert (“**Albert**”), Lisa Oldakowski (“**Oldakowski**”) MWG Trust (the “**Trust**”), and Paul Golzbein (“**Golzbein**”) (collectively the “**Assuring Parties**”)

ATTORNEY GENERAL’S POSITION

1. The statements contained in this section represent the position of the Attorney General as a result of an examination undertaken pursuant to 5 M.R.S.A. § 211.
2. First Class Enterprises, LLC d/b/a The Pavilion is a Maine limited liability company that formerly operated a nightclub and banquet business at 188 Middle Street in Portland, Maine.
3. Albert, the Trust and Oldakowski now or formerly held membership interests in the Pavilion.
4. Golzbein is a beneficiary of the Trust.
5. The Pavilion took advance deposits from consumers for banquet services that it failed to deliver.
6. The Attorney General’s position is that the Pavilion’s conduct as set forth above violates the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

IN THE MATTER OF:

First Class Enterprises, LLC, d/b/a The Pavilion, James Albert, Lisa Oldkowski, MWG Trust, and Paul Golzbein

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6. The Attorney General’s position is that the Pavilion’s conduct as set forth above violates the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

POSITION OF THE ASSURING PARTIES

1. The Assuring Parties contend that they have not violated any State laws.
2. Oldakowski denies that she held a membership in the Pavilion.

GENERAL AGREEMENTS

1. The State of Maine and the Assuring Parties have agreed to resolve the issues raised by the Attorney General's inquiry by entering into this **ASSURANCE**. The parties are entering into this **ASSURANCE** solely for the purpose of settlement without admitting any fact or violation of law.
2. The Assuring Parties expressly do not admit any of the Attorney General's allegations by entering into this **ASSURANCE**.
3. No part of this **ASSURANCE** shall be admitted into evidence against the Pavilion, Albert, Oldakowski, Golzbein, or the Trust in any civil or criminal action brought by any person(s) or entity or other party for any violation of any law, obligation or duty, except in an action brought to enforce the terms of this **ASSURANCE**.
4. The Attorney General acknowledges by execution hereof that this **ASSURANCE** constitutes complete settlement and release on behalf of the State of Maine against the Assuring Parties, with respect to all claims, causes of action, damages, fines, costs and penalties which were asserted or could have been asserted prior to the effective date of this **ASSURANCE** under 5 M.R.S.A. § 207 and relating to or based upon the subject matter of this **ASSURANCE**. The Attorney General agrees that the State of Maine shall not proceed with or institute any civil action or proceeding based upon 5 M.R.S.A. § 207, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys fees or costs for any conduct prior to the effective date of this **ASSURANCE**, which relates to the subject matter of

this **ASSURANCE**, or for any conduct or practice prior to the effective date of this **ASSURANCE**, which relates to the subject matter of this **ASSURANCE**. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding to enforce the terms and provisions of this **ASSURANCE** or to take action based on future conduct.

5. The Attorney General acknowledges and agrees that the Assuring Parties have fully complied with their obligations pursuant to 5 M.R.S.A. § 211.

ASSURANCES

1. The Assuring Parties agree not to take deposits from consumers in advance of providing goods or services contracted for, unless they have adequate cash reserves set aside to refund such deposits.

2. Golzbein and Albert each agree to pay \$5,000 to the Attorney General to distribute to consumers whose deposits were not returned by the Pavilion.

3. Oldakowski agrees to pay \$1,000 to the Attorney General to distribute to consumers whose deposits were not returned by the Pavilion.

GENERAL PROVISIONS

1. This **ASSURANCE** shall be governed by the law of the State of Maine, 5 M.R.S.A. § 210.

2. The Assuring Parties agree that this **ASSURANCE** constitutes a legally enforceable obligation in accordance with its terms.

3. The effective date of this **ASSURANCE** is May 5, 2008.

4. Nothing in this **ASSURANCE** shall be construed as a waiver of any private rights of any person except to the extent that person receives funds from the Attorney General as compensation for deposits that were not returned by the Pavilion.

5. Any violation of this **ASSURANCE** shall constitute prima facie evidence against the Assuring Party that commits said violation of an act or practice declared to be unlawful by 5 M.R.S.A. § 207.

6. No Assuring Party shall be liable for the actions or inactions of another Assuring Party in violation of this **ASSURANCE**.

7. This **ASSURANCE** constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. Any amendment or modification to this **ASSURANCE** must be in writing and signed by duly authorized representatives of all the parties hereto.

8. The undersigned representative for each party certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this **ASSURANCE** and to legally bind the party he or she represents to this **ASSURANCE**.

9. This **ASSURANCE** shall not be construed as a release among and between the Assuring Parties who expressly reserve all rights and remedies at law or in equity against one another, including, but not limited to, the right to seek indemnity and/or contribution from one another.

SIGNATURE

We the undersigned, who have authority to consent and sign on behalf of the parties in this matter, hereby consent to the form and contents of the foregoing **ASSURANCE** and to its entry:

Dated: _____

**FIRST CLASS ENTERPRISES, LLC d/b/a
THE PAVILION**

By: MWG TRUST, ITS MEMBER,
SPECIALLY AUTHORIZED PURSUANT TO A
RESOLUTION OF THE MEMBERS OF FIRST
CLASS ENTERPRISES, LLC DATED MAY 1,
2008

By: _____
PETER EDMANDS, ITS TRUSTEE

Dated: _____

JAMES ALBERT

Dated: _____

PAUL GOLZBIEN

Dated: 5/13/08



LISA OLDAKOWSKI

APPROVED BY:

G. STEVEN ROWE
Attorney General


Dated: _____

LINDA J. CONTI
ASSISTANT ATTORNEY GENERAL

Dated: 6/9/08

MWG TRUST
By: 
PETER EDMANDS, ITS TRUSTEE

Dated: 6/9/08


JAMES ALBERT

Dated: 6/6/08


PAUL GOLZBEIN

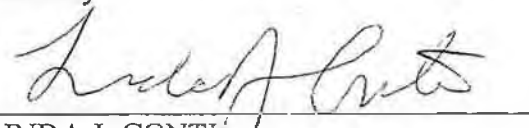
Dated: _____

LISA OLDAKOWSKI

APPROVED BY:

G. STEVEN ROWE
Attorney General

Dated: 6/17/08


LINDA J. CONTI
ASSISTANT ATTORNEY GENERAL