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ATTORNEY GENERAL



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

September 12, 2006

Nancy Desjardin, Clerk
Kennebec County Superior Court
95 State Street
Augusta, Maine 04330

Re: In the Matter of Gunning & Associates Marketing, Inc., et al.

Dear Clerk Desjardin:

Please find attached an Assurance of Voluntary Compliance, which is being filed in Superior Court pursuant to the Maine Unfair Trade Practices Act, 10 M.R.S.A. §210. This section authorizes the Attorney General to accept an Assurance of Discontinuance of practices by persons alleged to be engaged in the conduct of unfair trade practices. This statute specifically states that: "Any such Assurance of Discontinuance shall be in writing and be filed with the Superior Court of Kennebec County." Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink that reads "James A. McKenna".

JAMES A. MCKENNA
Assistant Attorney General
Office of the Attorney General
State House Station #6
Augusta, Maine 04333-0006
Tel.: (207) 626-8842
E-mail: jim.mckenna@maine.gov

JAM/gm
Enclosure

IN THE MATTER OF:

ASSURANCE OF VOLUNTARY
COMPLIANCE

GUNNING & ASSOCIATES MARKETING,
INC., an Ohio corporation, doing business as
FLEET LIQUIDATORS OF AMERICA,
NATIONAL FLEET LIQUIDATORS, G & A
MARKETING, and G & A MARKETING INC.
and FLEET LIQUIDATORS OF AMERICA,
INC., an Ohio corporation,

I.

This Assurance of Voluntary Compliance (AVC) is between GUNNING &
ASSOCIATES MARKETING INC. doing business as FLEET LIQUIDATORS OF
AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A
MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC. (hereafter
"Respondents") and the Attorneys General (hereafter "Attorneys General") of the states of
California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont, and
Washington (hereafter "Participating States") and the District Attorney of Tulare County,
California (hereafter "District Attorney"). GUNNING & ASSOCIATES MARKETING INC.
and FLEET LIQUIDATORS OF AMERICA, INC. are Ohio corporations and all Respondents
do business in the Participating States. The Attorneys General and the District Attorney act
pursuant to their respective consumer protection statutes.¹

¹ California Business and Professions Code Sections 17200 et seq. and 17500 et seq.; Delaware Consumer Fraud Act, 6 Del. C. Sec. 2511 et seq. and Delaware Prohibitive Trade Practices Act, 6 Del. C. sec. 2531 et seq.; Florida Deceptive and Unfair Trade Practices Act, s. 501, Part II, Fl. Stat.; Iowa Consumer Fraud Act, Iowa Code section 714.16; Maine Unfair Trade Practices Act, 5 MRSA c. 10; North Dakota's N.D.C.C. Chapters 51-12, 51-15 and 53-11; Oregon Unlawful Trade Practices Act, ORS 646.605 et seq.; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, et seq.; Vermont's 9 Vt. Stat. Annot. Section 2453, et seq.; Washington's RCW 19.86.020 and RCW 46.70.180(1).

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1 of these "sales events" and misrepresent to consumers they are winners of free vacations and
2 other prizes.

3 3.

4 Respondents deny all of the allegations. Thus, this AVC shall not be considered an
5 admission of a violation of any federal, state or local law for any purpose. Respondents, the
6 Attorneys General and the District Attorney agree that no provision of the AVC operates as a
7 penalty, forfeiture, or punishment under the Constitution of the United States or under the
8 Constitution and laws of the Participating States.

9 4.

10 Respondents waive receipt of a formal notice from any Participating State and the
11 County of Tulare, California (hereafter "County") of the alleged unlawful trade practice and the
12 relief to be sought.

13 5.

14 Respondents understand and agree this AVC applies to Respondents, their principals,
15 officers, directors, agents, employees, successors and assigns, jointly and severally, while acting
16 directly, or through any corporation or other business entities, whose acts, practices or policies
17 are directed, defined or controlled by Respondents and all others for whose conduct
18 Respondents may be held liable under applicable law.²

19 6.

20 Respondents agree and understand that following acceptance of the AVC by the
21 Participating States and the County, the Attorneys General and the District Attorney may
22 communicate directly with Respondents for the purpose of executing and enforcing the terms of
23 this agreement, resolving future complaints, and for any other purpose permitted by law.

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26 ² Nothing in Paragraph 5 shall be construed as an agreement to restrict or expand the scope of the laws of any Participating State pertaining to principles of agency, respondeat superior, vicarious liability, or any other legal principle whereby Respondents might arguably be legally responsible for the conduct of another.

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REMEDIES

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³ Delaware Consumer Fraud Act, 6 Del. C. Sec. 2511 *et seq.* and Delaware Prohibitive Trade Practices Act, 6 Del. C. sec. 2531 *et seq.*; Florida Deceptive and Unfair Trade Practices Act, s. 501, Part II, Fl. Stat. s. 320, s. 627 and s. 849; Iowa Consumer Fraud Act, Iowa Code section 714.16, Iowa Code section 322.3, and Iowa Code chapter 714B; Maine Unfair Trade Practices Act, 5 MRSA c. 10, Maine Motor Vehicle Dealers, 10 MRSA sec. 1174 and 29A MRSA c. 9, and Maine Attorney General Motor Vehicle Advertising Rules, Chapter 104; North Dakota's N.D.C.C. Chapters 51-12, 51-15, 53-11, 10-19.1, 10-32, 26.1-02, 26.1-26, 26.1-30, 39-22, 45-10.2, 45-22 and 45-

1 and the County shall have jurisdiction only over acts committed within or affecting commerce
2 within its state, including but not limited to advertising Respondents can reasonably anticipate
3 will be received by consumers in that state.

4 12.

5 Respondents shall not represent or imply that the Participating States or the County
6 acquiesce or approve of Respondents' past business practices, current efforts to reform their
7 practices, or any future practices which Respondents may adopt or consider adopting. The
8 decision of the Attorneys General and the County to settle this matter or to otherwise
9 unilaterally limit current or future enforcement action does not constitute approval or imply
10 authorization for any past, present, or future business practice.

11 13.

12 Respondents shall pay on behalf of the Participating States and the County directly to
13 the Oregon Attorney General the sum of three hundred thousand dollars (\$300,000.00) for
14 attorneys fees and investigative costs, consumer education, litigation or local consumer aid
15 funds, or public protection or consumer protection purposes as allowed by each of the States'
16 laws at the discretion of each of the Participating States' Attorneys General or the District
17 Attorney. Respondents shall make a payment of one hundred fifty thousand dollars
18 (\$150,000.00) on or before October 2, 2006. Respondents shall make a second payment of one
19 hundred fifty thousand dollars (\$150,000.00) on or before January 2, 2007. The Oregon
20 Attorney General will distribute the funds to the Participating States and the County in
21 accordance with the terms of this AVC and agreements between the States and the County to
22 which Respondents are not parties.

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24 23; Oregon Unlawful Trade Practices Act, ORS 646.605 *et seq.*, ORS 822.005 *et seq.*, ORS 744.001 *et seq.*, and
25 OAR 137-020-0010 *et seq.*; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*,
Tennessee Motor Vehicle Sales Licenses Act, Tenn. Code Ann. § 55-17-101, *et seq.*, Tennessee Insurance Producer
26 Licensing Act of 2002, Tenn. Code Ann. § 56-6-101, *et seq.*, and Rules of Tennessee Motor Vehicle Commission
Rule 0960-1-.12; Vermont's 9 Vt. Stat. Annot. Section 2453, *et seq.*, Titles 8 and 23, and CF Rules; Washington's
RCW 19.86.020, RCW 46.70.180(1), RCW 46.70.027, RCW 48.17.160 and RCW 19.170.

Effective immediately upon execution by Respondents of this AVC, Respondents agree to adhere to each of the following requirements:

(a) Respondents shall not, in their advertising or otherwise, make false, deceptive or misleading representations of fact concerning any motor vehicle sales promotions, contests or prize offers.

(b) In all advertisements which Respondents publish, broadcast or otherwise disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating States, Respondents shall clearly and conspicuously disclose all material limitations, conditions and restrictions relating to any offer in close proximity to any terms or conditions to which they relate.

(c) Respondents shall not make or imply false or misleading claims in an advertisement regarding the actual sources of vehicles offered for sale, including but not limited to misrepresenting or implying that the vehicles are, or have been obtained from, vehicle fleets, auto auctions, bank repossessions, off-lease or from rental car companies in bankruptcy.

(d) Respondents shall not represent or imply a false premise for a sale of motor vehicles. This prohibition includes, but is not limited to: (1) representing that any sale conducted by Respondents or their clients is being conducted, sponsored, or operated by any bank, lending institution, fleet company, liquidation company, repossession company, auto auction or other entity, unless such claims are in fact true, and Respondents have sufficient documentation to prove such claims are true, or (2) representing that Respondents or their clients are in the vehicle liquidation business, including but not limited to, by using their corporate name "Fleet Liquidators of America, Inc.," the name "National Fleet Liquidators," or the name "American Fleet," in any advertisements or representations to consumers.

(e) Respondents shall not make any statement in any promotion that is false or that creates a false impression regarding the premise of a sale, the offering price of the vehicles,

1 monthly payments, any other terms of payment, the interest rate and/or availability of credit, the
2 amount of the down payment, or the availability of significant discounts or savings.

3 (f) Respondents shall comply with the Fair Credit Reporting Act and the Truth in
4 Lending Act in any advertising or sales practice.

5 (g) Respondents shall not represent that Respondents are conducting a sale of motor
6 vehicles in a Participating State that requires a business conducting a motor vehicle sale to have
7 a license unless Respondents possess the required license at the time of the representation.

8 (h) Respondents shall not offer, sell or promote any cash rewards program, including but
9 not limited to cash-back promotional vouchers, rebates, coupons, checks or cashable vouchers.

10 15.

11 Within 90 days following the effective date of this AVC, Respondents shall provide
12 notice of this AVC to any person who participates in a sales event on behalf of Respondents.
13 This notice shall be in the form set forth in Appendix A. Respondents shall obtain confirmation
14 of receipt from all persons required to receive this notice. The requirements of this Paragraph
15 may be satisfied electronically. Respondents shall maintain all acknowledgments and shall,
16 within three working days of receipt of a request by the Attorney General or the District
17 Attorney for any Participating State or County, produce a copy of such acknowledgment form.
18 When participating in a sales event, Respondents agree to adhere to each of the following
19 requirements:

20 (a) Respondents shall disclose to the buyer, before the buyer signs the documents
21 relating to the transaction, the cash sale price and monthly payments required for the purchase
22 of the vehicle without any additional products and services, including but not limited to a
23 service contract or extended warranty, paint sealants, undercoating, fabric protection, window
24 etching, credit life or disability insurance or a financial gap (guaranteed asset protection)
25 program, and inform the buyer that the purchase of any additional products and services is
26 optional and that the buyer can purchase the vehicle without buying any additional products or

1 services.

2 (b) If additional products or services, including but not limited to a service contract or
3 extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or
4 disability insurance or a financial gap program, are offered for sale to a buyer, Respondents
5 shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the
6 amount of the monthly payment which will be required for the vehicle without additional
7 products and services and the amount of the aggregate monthly payment which will be required
8 for the vehicle if the additional products and services are included in the sale.

9 (c) Respondents shall not misrepresent, directly or by implication, a monthly payment
10 or price of a vehicle, or the individual prices for any additional products and services, including
11 but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric
12 protection, window etching, credit life or disability insurance or a financial gap program.

13 (d) Respondents shall not represent or imply that the purchase of a finance and
14 insurance (F&I) product or service will improve a loan term or feature or the likelihood of a
15 loan being approved.

16 (e) Respondents shall disclose the asking or sales price of a vehicle upon initiation of sales
17 negotiations and thereafter upon request of the consumer and shall affirmatively disclose any
18 subsequent price change that occurs during negotiations.

19 16.

20 Effective immediately upon execution by Respondents of this AVC, Respondents agree
21 to adhere to each of the following requirements in the states of California, Oregon and
22 Tennessee: For the next five years, Respondents shall send a copy of any advertising which
23 they plan to use for any retailer in a Participating State referenced above at least 14 days before
24 its publication or dissemination to the respective State's Attorney General⁴. Respondents shall

25 ⁴ These materials shall be addressed to: Dennis W. Dawson, Deputy Attorney General, Consumer Law Section,
26 California Attorney General's Office, 110 West A St., Suite 1100, San Diego, CA 92110 in California; Oregon
Department of Justice, Financial Fraud Section, 1162 Court Street NE, Salem, OR 97301-4096 in Oregon; and
Office of the Tennessee Attorney General, Consumer Advocate and Protection Division, attn.: John S. Smith, III,

1 not represent or imply that failure of an Attorney General or District Attorney to take any action
2 thereon constitutes acquiescence, approval or endorsement of an advertisement by any
3 Participating State or County.

4 17.

5 Effective immediately upon execution by Respondents of this AVC, Respondents agree
6 to maintain records of all advertisements which they publish, broadcast or otherwise
7 disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating
8 States. These records shall include a copy of the advertisement, identify the sponsoring motor
9 vehicle dealership, identify the dates of sales and other promotional events and be sufficient to
10 substantiate the representations or claims made in the advertisement.

11 18.

12 It is a violation of this AVC for Respondents to sell or provide any materials which
13 would enable any other individual or business entity, including but not limited to motor vehicle
14 dealerships, to engage in any act or practice which would violate this AVC were it committed
15 directly by Respondents. Respondents shall not direct, train, instruct or induce any person to
16 perform any act prohibited, or to refrain from performing any act required, by this AVC.
17 Respondents are not liable under this AVC for actions of any motor vehicle dealership or
18 dealership personnel participating in conjunction with Respondents in conducting a sales event
19 if the acts of the motor vehicle dealership or dealership personnel are not directed, defined or
20 controlled by Respondents.

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26 Assistant Attorney General, P.O. Box 20207, 425 Fifth Avenue, North, Nashville, TN 37202 in Tennessee. The materials may be sent electronically as mutually agreed upon by the applicable parties.

APPENDIX A

ACKNOWLEDGMENT OF NOTICE OF ASSURANCE OF VOLUNTARY COMPLIANCE

INSTRUCTIONS

Gunning & Associates Marketing, Inc., has entered into an Assurance of Voluntary Compliance ("AVC") with the Attorneys General for the States of California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont and Washington (the "Participating States"). G&A has agreed to abide by the terms of that AVC. G&A must ensure that both its employees and independent contractors understand and agree to abide by those same rules.

Read the agreement below. If you have any questions regarding any term of the agreement, contact us by return email. If you understand each of the terms and agree to be bound by those terms, sign at the place indicated and print your name below your signature. Then fax the signed agreement to us at Fax Number 513-xxx-xxxx. In the alternative, you may send an electronic copy of the signed document to us at xxxxx@gamarketing.com. **You are not authorized to perform any function at any sales event until you have signed and sent to us the agreement below.**

AGREEMENT TO ADHERE

I have been given notice that Gunning & Associates Marketing, Inc. ("G&A"), has entered into an Assurance of Voluntary Compliance ("AVC") with the Attorneys General for the States of California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont and Washington (the "Participating States") and the District Attorney of Tulare County, California (the "County"). I understand the AVC is a settlement of a disputed matter. I agree to abide by the terms of the AVC. Specifically:

1. I shall obey all applicable laws of the Participating States, including without limitation the applicable consumer protection laws of the Participating States.
2. I shall not represent or imply that the Participating States or the County acquiesced in, or approved of any of G&A's past business practices, current efforts to reform their practices, or any future practices which G&A may adopt or consider adopting.
3. I shall not, in advertising or otherwise, make false, deceptive or misleading representations of fact concerning any motor vehicle sales promotions, contests or prize offers.
4. In all advertisements which I publish, broadcast or otherwise disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating States, I shall clearly and conspicuously disclose all material limitations, conditions and restrictions relating to any offer in close proximity to any terms or conditions to which they relate.

5. I shall not make or imply false or misleading claims in an advertisement or otherwise regarding the actual sources of vehicles offered for sale, including but not limited to misrepresenting or implying that the vehicles are, or have been obtained from vehicle fleets, auto auctions, bank repossessions, off-lease, or from rental car companies in bankruptcy.
6. I shall not represent or imply a false premise for a sale of motor vehicles. For example, I will not represent that any sale conducted by me or G&A or G&A's clients is being conducted, sponsored or operated by any bank, lending institution, fleet company, liquidation company, repossession company, auto auction or other entity, unless such claims are in fact true, and G&A has sufficient documentation to prove such claims are true. In addition, I will not represent that I am or G&A is in the vehicle liquidation business. Nor will I use their corporate name "Fleet Liquidators of America, Inc." the name "National Fleet Liquidators," or the name "American Fleet," in any advertisements or representations to consumers.
7. I shall not make any statement in any promotion that is false or that creates a false impression regarding the premise of a sale, the offering price of the vehicles, monthly payments, any other terms of payment, the interest rate and/or availability of credit, the amount of the down payment, or the availability of significant discounts or savings.
8. I shall comply with the Fair Credit Reporting Act and the Truth in Lending Act in any advertising or sales practice.
9. Before conducting a sale of motor vehicles in a participating State that requires a business conducting a motor vehicle sale to have a license, I shall obtain the required license.
10. I shall not offer, sell or promote any cash rewards program, including but not limited to cash-back promotional vouchers, rebates, coupons, checks or cashable vouchers.
11. I shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the cash sale price and monthly payments required for the purchase of the vehicle without any additional products and services, including but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap (guaranteed asset protection) program. I will inform the buyer that the purchase of any additional products and services is optional. I will inform the buyer that the buyer can purchase the vehicle without buying any additional products or services.
12. If additional products or services, including but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap program, are offered for sale to a buyer, I shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the amount of the monthly payment which will be required for the vehicle without additional products and services and the amount of the aggregate monthly payment which will be required for the vehicle if the additional products and services are included in the sale.
13. I shall not misrepresent, directly or by implication, a monthly payment or price of a vehicle, or the individual prices for any additional products and services, including but not

limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap program.

14. I shall not represent or imply that the purchase of a finance and insurance (F&I) product or service will improve a loan term or feature or the likelihood of a loan being approved.

15. I shall disclose the asking or sales price of a vehicle upon initiation of sales negotiations and thereafter upon request of the consumer and shall affirmatively disclose any subsequent price change that occurs during negotiations.

16. I shall not sell or provide any materials which would enable any other individual or business entity, including but not limited to motor vehicle dealerships, to engage in any act or practice which would violate this AVC were it committed directly by me.

17. I shall not direct, train, instruct or induce any person to perform any act prohibited, or to refrain from performing any act required, by this AVC.

Signature

Printed Name

Date

1 REVIEW BY RESPONDENTS' ATTORNEY

2 Approved as to form. Dated 8/25/14

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4 Scott Thomas
5 Scott Thomas
6 Attorney for Respondents
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC, and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF CALIFORNIA

7 Accepted this 28th day of August, 2006.

8 BILL LOCKYER
9 Attorney General

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11 Dennis Dawson
12 Deputy Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF COUNTY OF TULARE, CALIFORNIA

7 Accepted this 14 day of August, 2006.

8 PHILLIP J. CLINE
9 District Attorney

10 Richard B. Isham
11 Richard B. Isham
12 Deputy District Attorney
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF DELAWARE

7 Accepted this 8th day of August, 2006.

8 CARL C. DANBERG
9 Attorney General

10 C. Cullen Rooney
11 C. Cullen Rooney
12 Deputy Attorney General
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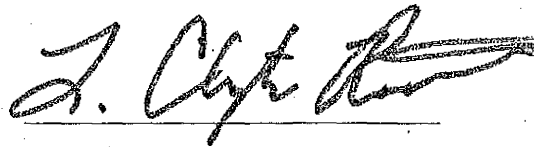
In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an OHIO corporation, doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

ASSURANCE OF VOLUNTARY COMPLIANCE

ACCEPTANCE OF FLORIDA

Accepted this 21st day of August, 2006

CHARLES J. CRIST, JR.
Attorney General

A handwritten signature in black ink, appearing to read "J. Clyde R..." with a stylized flourish at the end.

DEPUTY ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050

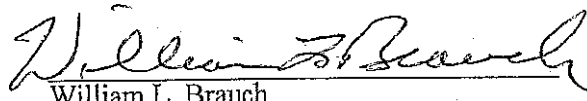
1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF IOWA

7 Accepted this 1st day of September, 2006.

8 TOM MILLER
9 Attorney General

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11 William L. Brauch
12 Special Assistant Attorney General
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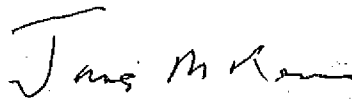
1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF MAINE

7 Accepted this 28 day of August, 2006.

8 STEVEN ROWE
9 Attorney General

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11 James McKenna
12 Assistant Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF NORTH DAKOTA

7 Accepted this 14th day of August, 2006.

8 WAYNE STENEHJEM
9 Attorney General

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11 James Patrick Thomas
12 Assistant Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio corporation, doing
2 business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G
& A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF
3 AMERICA, INC., an Ohio corporation,

4 ASSURANCE OF VOLUNTARY COMPLIANCE

5 ACCEPTANCE OF OREGON DEPARTMENT OF JUSTICE

6 Accepted this 1st day of September, 2006.

7
8 HARDY MYERS
Attorney General

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10 Eva Novick
Eva H. Novick #04429
Assistant Attorney General
Oregon Department of Justice
11 1162 Court Street NE
12 Salem, OR 97301-4096
13 Phone: (503) 947-4333
14 Fax: (503) 378-5017
Email: eva.h.novick@doj.state.or.us
15 Appearance in Oregon only

16 APPROVAL BY COURT

17 APPROVED FOR FILING and SO ORDERED this _____ day of _____,
18 2006.

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20 _____
Circuit Court Judge
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In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio corporation, doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

ASSURANCE OF VOLUNTARY COMPLIANCE

ACCEPTANCE OF TENNESSEE

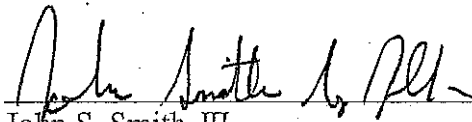
Accepted this ____ day of _____, 2006.



PAUL G. SUMMERS

Attorney General

B.P.R. No. 6285



John S. Smith, III

Assistant Attorney General

B.P.R. No. 23392

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Consumer Advocate and Protection Division

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Approved by:



MARY CLEMENT

DIRECTOR

Division of Consumer Affairs

Department of Commerce and Insurance

500 James Robertson Parkway

5th Floor, Davy Crockett Tower

Nashville, TN 37243-0600

(615) 741-4737


1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

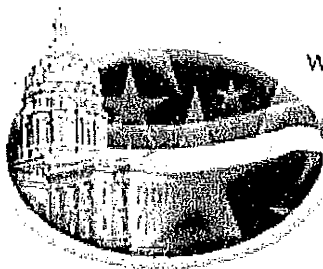
5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF WASHINGTON

7 Accepted this 21st day of August, 2006.

8 ROB McKENNA
9 Attorney General

10 
11 Douglas D. Walsh
12 Senior Counsel



Welcome to the
Department of Justice

Iowa Attorney General

Attorney General Tom Miller

For immediate release - Tuesday, Sept. 12, 2006.

Contact Bob Brammer - 515-281-6699.

Miller: Ohio Company Must Change Used-Car Auto Advertising

G&A Marketing provided ads for dealers' "sales events" that falsely implied that vehicles were from rental car company bankruptcies, or used other false premises.

DES MOINES. Attorney General Tom Miller said today that an Ohio company must change its tactics when it provides ads and promotions to dealers in Iowa and other states for used-car "sales events."

"We alleged that G&A Marketing created 'false-premise' ads," Miller said, "such as falsely representing that vehicles were from sources such as rental car company bankruptcies, bank repossessions, or fleet liquidations."

"The problem is that such ads mislead customers into thinking vehicles must be sold quickly and at bargain prices, when that is not the case," Miller said. "Consumers are misled, and sometimes they end up paying prices that are even higher than normal."

Gunning & Associates Marketing, Inc., of Milford, Ohio, entered a formal assurance of compliance with Iowa and nine other states that it will not make or imply false claims about the sources of vehicles or make other false claims. The company also will pay a total of \$300,000 to the states.

Gunning & Associates Marketing, Inc., does business under various names, including G&A Marketing, Fleet Liquidators of America, and National Fleet Liquidators. It enters into agreements with dealerships around the country to provide promotional materials, advertising, training, and staff assistance for used-car sales promotions, and dealerships typically pay the company an up-front advertising fee and a percentage for every vehicle sold during a "sales event."

- 30 -

Background and details:

States who are party to the settlement with G&A Marketing are Iowa, Oregon, Washington, California, Delaware, Florida, Maine, Tennessee, Vermont, and North Dakota. The District Attorney of Tulare County, California, also is party to the agreement. Negotiations were led

by the Iowa AG's Consumer Protection Division and its counterparts in Oregon and Washington.

Gunning & Associates, Inc., does not admit any violations in the "Assurance of Voluntary Compliance" it entered with the states.

The states asserted that vehicles sold in G&A-promoted "sales events" came from the dealers' usual inventories, even though the vehicles might be touted as from government fleets, rental car bankruptcies, bank repossessions, and the like.

One ad created by G&A Marketing and used in Iowa for a "sales event" began with a large headline reading "Major Rental Car Company Has Gone Bankrupt." Another full-page ad for the same event led with these banner headlines: "RENTAL CAR COMPANIES DESPERATE; MOVE QUICKLY TO LIQUIDATE INVENTORY" and "MAJOR RENTAL CAR COMPANY HAS GONE BANKRUPT." Indeed, a major rental car company filed for Chapter 11 reorganization bankruptcy in the 1990s - but the vehicles touted in the sale had nothing to do with that.

"We alleged that such representations are designed to give the false impression that the sales offer rock-bottom prices," Miller said. "Dealers are always free to advertise used cars for sale, but the claims they make must be truthful and not deceptive. The ads involved in this settlement didn't make the grade."

The states said that "sales events" often included G&A personnel being involved in vehicle sales, and they noted that Gunning sales staff used very aggressive sales tactics designed to maximize profit, not to offer lower-than-usual prices to consumers.

Under the settlement agreement with Gunning & Associates, Inc., the company:

- o Must not make false claims in advertised promotions.
- o Must not make or imply false claims about the sources of vehicles offered for sale, such as falsely claiming the vehicles are from vehicle fleets, auto auctions, or bank repossessions, or that a sale is being sponsored or conducted by a bank, lending institution, fleet, repossession or liquidation company, or that Gunning or its clients are in the liquidation business.
- o Must comply with federal credit reporting and truth in lending laws in its advertisements.
- o Must disclose the monthly payment amount based on financing only of the vehicle's purchase price, and not including the cost of optional items.

END

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

October 2, 2006

Thomas Brown
Maine Automobile Dealers Association
180 Civic Center Drive
P.O. Box 2667
Augusta, Maine 04330

Re: G&A Marketing Assurance of Discontinuance

Dear Tom:

Please find attached a copy of an Assurance of Discontinuance that we have recently filed in Superior Court, pursuant to the Maine Unfair Trade Practices Act. Ten Attorneys General (California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont and Washington) have settled with the Ohio-based Gunning & Associates Marketing (d/b/a G & A Marketing, Fleet Liquidators of America, and National Fleet Liquidators). This Assurance of Discontinuance resolves allegations it falsely represented that advertised vehicles came from rental car company bankruptcies, bank repossessions, or fleet liquidations. The Defendant misled customers into thinking vehicles must be sold quickly and at bargain prices, when that was not the case. G & A Marketing conducted several dealer sales here in Maine. Would it possible for you to forward this Assurance of Discontinuance to your dealers? If you decide not to, could you please let me know.

I hope you had a good summer. Please call if you have any questions.

Sincerely,

JAMES A. MCKENNA
Assistant Attorney General
Office of the Attorney General
State House Station #6
Augusta, Maine 04333-0006
Tel.: (207) 626-8842
E-mail: jim.mckenna@maine.gov

JAM/gm
Enclosure

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
Consumer Protection Division

CIVIL INVESTIGATIVE DEMAND

Date Issued: 11/19/04

TO: Patrick J. Gunning
Gunning & Associates Marketing, Inc.
5080 Village Drive
Cincinnati, OH 45244

You are hereby required to produce and deliver to the member of the Maine Attorney General's staff named below, for examination and copying, the documentary material in your possession, custody or control as described in Section C (attached hereto) on or before January 3, 2005.

This notice of examination is issued pursuant to 5 M.R.S.A. § 211, in connection with an investigation of automobile sale promotions and advertisements that may have been in violation of the Maine Unfair Trade Practices Act (5 M.R.S.A. § 207). For purposes of this Civil Investigative Demand (hereinafter "CID"), the documentary material identified above shall be provided to the following members of Attorney General's staff:

James A. McKenna
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
State House Station 6
Augusta, ME 04333-0006
Email: jim.mckenna@maine.gov

Your attention is directed to the provisions of 5 M.R.S.A. § 212 which make obstruction of this investigation punishable by a fine of up to five thousand dollars (\$5,000)

per violation, and which is set forth in full at Enclosure 1. Under 5 M.R.S.A. § 211 (Enclosure 2) you may at any time prior to the date specified in this CID, or within twenty-one days after this CID has been served, whichever period is shorter, make a motion in the appropriate court of law to modify or set aside this CID for good cause shown. Issued at Augusta, ME this 16th day of November, 2004.

STATE OF MAINE

G. STEVEN ROWE
Attorney General

By: James A. McKenna

JAMES A. MCKENNA
Assistant Attorney General
Public Protection Division
Office of the Attorney General
State House Station 6
Augusta, ME 04333-0006
Tel. (207) 626-8842
Email: jim.mckenna@maine.gov

SECTION A: INSTRUCTIONS

1. Each document submitted in compliance with this CID shall be numbered consecutively on the face of the document and shall clearly identify the paragraph of Section C to which the document is responsive. Copies of original documents shall be legible in their entirety and shall be reproduced on standard white paper.
2. Each request for a document requires production of the document in its entirety, without abbreviation or expurgation.
3. If any responsive document is available in electronic format, the document shall be provided in electronic format in addition to hard copy. The document shall be provided in the same electronic format in which you maintain it in the regular course of business, together with any directions necessary for retrieval of the information using an IBM-compatible personal computer.
4. If any document is withheld from production on the ground that the document contains materials for which a claim of privilege is asserted, you must identify the document. The identification should include the name, address, position, and organization of the author, each recipient of the document, a brief description of the subject matter of the document, the request to which the document is responsive and the specific grounds for the claim that the document is privileged.
5. If any document requested was, but is no longer, in your possession or control or is no longer in existence, state whether it is: (a) missing or lost; (b) destroyed; (c) transferred voluntarily or involuntarily to others and if so, to whom; or (d) otherwise disposed. In each instance, explain the circumstances surrounding and the authorization

for such disposition and state the approximate date thereof. Identify all persons having knowledge of the contents of the document.

6. If your company has a document retention/destruction program, you are asked to suspend it immediately with regard to any document that may be responsive to this CID. Regardless of whether your company has a document retention/destruction program, take precautions to ensure that no documents called for by this document production request are inadvertently or purposely destroyed.

7. The scope of this CID encompasses all the documents of Gunning & Associates Marketing, Inc. (hereinafter referred to as "G & A Marketing") wherever the documents may be situated. The scope of this CID includes those documents in the possession, custody, or control of G & A Marketing general partners, officers, directors, parents, subsidiaries, employees, agents, representatives, or any other person or entity acting in concert with or on behalf of G & A Marketing.

8. The responses to this CID shall be accompanied by a document identifying the person(s) responsible for preparing each response to this CID and a copy of any instructions prepared by the company relating to the steps taken to respond to this CID. The person(s) preparing each response to this CID shall submit a sworn statement that the information provided is accurate, true, and complete.

9. If any document requested herein is unobtainable or nonexistent, but the requested information is known to you, a certified sworn statement providing the requested information should accompany the statement given pursuant to paragraph 8 above.

10. If you wish to discuss possible clarification or amendment of the CID, please contact the following person, within five (5) days of the receipt of the CID. This contact, if made, shall not act as an automatic extension of the production deadline.

James A. McKenna
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
State House Station 6
Augusta, ME 04333-0006
(207) 626-8842
jim.mckenna@maine.gov

SECTION B: DEFINITIONS

Whenever used in this Civil Investigative Demand, the following terms shall have the following meanings:

1. "Document" means any tangible or intangible thing on or in which information is recorded or otherwise represented, including all drafts and non-identical copies. "Document" includes all writing of any kind or nature, including but not limited to any advertisements, promotions, advertisement or promotion "mock-ups" or samples, photographs, agreements, software, appointment books, arrangements, books, brochures, bulletins, calendar and diary entries, catalogs, charts, contracts, correspondence, telephone scripts, disclosure forms, drawings, facsimiles, file memos, graphs, instruments, interoffice communications, invoices, ledger cards, letters, log books, memoranda, messages, minutes, newsletters, notes, notices, pamphlets, papers filed with public or governmental authorities, photographs, photo-records, plans, price books, price lists, price quotations, records, reports, sales receipts, strategies, studies, surveys, tabulations, tapes, telegrams, tests, training materials, worksheets, writings; computerized communications/information, disks, video and audio tapes, computer keypunch cards, electronic mails, understandings, or other data compilations from which information can be obtained; records of meetings, conferences and telephone or other conversations or communications; and including all drafts or proofs, and all copies containing notes or marks or otherwise different from the original, whether hand-written, typed, printed or otherwise, within the possession, custody or control of G & A Marketing.

2. "G & A Marketing" refers to Gunning & Associates Marketing, Inc.

3. G & A Marketing means general partners, any parent corporations, affiliates, subdivisions, or subsidiaries, any present or former officers, directors, agents, employees, or any other person acting or purporting to act in concert with or on behalf of G & A Marketing, including, but not limited to, independent contractors, sales representatives, consultants, or any other person exercising or purporting to exercise discretion, or make policy, or make or implement decisions concerning any of the matters covered by the CID.

4. "Person" or "persons" includes natural persons, sole proprietorships, firms, partnerships, associations, joint ventures and corporations, and all present and former directors, officers, employees, agents, consultants, or other persons acting in concert with or on behalf of any of them.

5. The term "relate" means embody, refer or relate, in any manner, to the subject of the document request.

6. The term "refer or relate to" shall mean to make a statement about, embody, discuss, describe, reflect, identify, deal with, consist of, establish, comprise, list, or in any way pertain, in whole or in part, to the subject of the document request.

7. "You" and "your" and "the company" means both G & A Marketing as defined above in 2 and 3.

8. The term "Maine consumer" means any person who has a Maine mailing address, and who responded in any way to a G & A Marketing advertisement or promotion.

SECTION C: DEMAND

For the period of January 1, 2003 to the present, provide:

1. All documents relating to any G & A Marketing sales campaign in Maine, proposed or actually carried out, including, but not limited to, any of the following sales campaigns:

- A. \$75,000 Supersale;
- B. 120-day turnaround;
- C. Ultimate 8-day special;
- D. Auction / Slasher events.
- E. Off-site Supersale; and
- F. Direct mail.

2. An example of each advertisement or promotion displayed in all Maine automobile marketing campaigns, including print, audio, television, display ads, and direct mail flyers.

3. All documents relating to Maine automobile dealers or Maine consumers concerning complaints about a G & A Marketing automobile advertising or promotion campaign in Maine.

4. All documents relating to the Yankee Ford / G & A Marketing "Buyback Notice" campaign conducted in September, 2004. See Attachment A.

5. All documents relating to the Yankee Ford / G & A Marketing campaign at the Portland Expo conducted from October 26, 2004 through October 30, 2004.

6. All documents relating to all G & A Marketing sales campaigns proposed to a Maine automobile dealer, including any sample advertisements or promotions that were prepared for the Maine automobile dealer's consideration.

7. All contracts entered into with a Maine automobile dealer for G & A Marketing Services.

G. STEVEN ROWE
ATTORNEY GENERAL



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FAX: (207) 496-3291

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

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

September 12, 2006

Nancy Desjardin, Clerk
Kennebec County Superior Court
95 State Street
Augusta, Maine 04330

Re: In the Matter of Gunning & Associates Marketing, Inc., et al.

Dear Clerk Desjardin:

Please find attached an Assurance of Voluntary Compliance, which is being filed in Superior Court pursuant to the Maine Unfair Trade Practices Act, 10 M.R.S.A. §210. This section authorizes the Attorney General to accept an Assurance of Discontinuance of practices by persons alleged to be engaged in the conduct of unfair trade practices. This statute specifically states that: "Any such Assurance of Discontinuance shall be in writing and be filed with the Superior Court of Kennebec County." Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "James A. McKenna".

JAMES A. MCKENNA
Assistant Attorney General
Office of the Attorney General
State House Station #6
Augusta, Maine 04333-0006
Tel.: (207) 626-8842
E-mail: jim.mckenna@maine.gov

JAM/gm
Enclosure

IN THE MATTER OF:

ASSURANCE OF VOLUNTARY
COMPLIANCE

GUNNING & ASSOCIATES MARKETING,
INC., an Ohio corporation, doing business as
FLEET LIQUIDATORS OF AMERICA,
NATIONAL FLEET LIQUIDATORS, G & A
MARKETING, and G & A MARKETING INC.
and FLEET LIQUIDATORS OF AMERICA,
INC., an Ohio corporation,

1.

This Assurance of Voluntary Compliance (AVC) is between GUNNING &
ASSOCIATES MARKETING INC. doing business as FLEET LIQUIDATORS OF
AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A
MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC. (hereafter
"Respondents") and the Attorneys General (hereafter "Attorneys General") of the states of
California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont, and
Washington (hereafter "Participating States") and the District Attorney of Tulare County,
California (hereafter "District Attorney"). GUNNING & ASSOCIATES MARKETING INC.
and FLEET LIQUIDATORS OF AMERICA, INC. are Ohio corporations and all Respondents
do business in the Participating States. The Attorneys General and the District Attorney act
pursuant to their respective consumer protection statutes.¹

¹ California Business and Professions Code Sections 17200 et seq. and 17500 et seq.; Delaware Consumer Fraud Act, 6 Del. C. Sec. 2511 et seq. and Delaware Prohibitive Trade Practices Act, 6 Del. C. sec. 2531 et seq.; Florida Deceptive and Unfair Trade Practices Act, s. 501, Part II, Fl. Stat.; Iowa Consumer Fraud Act, Iowa Code section 714.16; Maine Unfair Trade Practices Act, 5 MRSA c. 10; North Dakota's N.D.C.C. Chapters 51-12, 51-15 and 53-11; Oregon Unlawful Trade Practices Act, ORS 646.605 et seq.; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, et seq.; Vermont's 9 Vt. Stat. Annot. Section 2453, et seq.; Washington's RCW 19.86.020 and RCW 46.70.180(1).

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1 of these "sales events" and misrepresent to consumers they are winners of free vacations and
2 other prizes.

3 3.

4 Respondents deny all of the allegations. Thus, this AVC shall not be considered an
5 admission of a violation of any federal, state or local law for any purpose. Respondents, the
6 Attorneys General and the District Attorney agree that no provision of the AVC operates as a
7 penalty, forfeiture, or punishment under the Constitution of the United States or under the
8 Constitution and laws of the Participating States.

9 4.

10 Respondents waive receipt of a formal notice from any Participating State and the
11 County of Tulare, California (hereafter "County") of the alleged unlawful trade practice and the
12 relief to be sought.

13 5.

14 Respondents understand and agree this AVC applies to Respondents, their principals,
15 officers, directors, agents, employees, successors and assigns, jointly and severally, while acting
16 directly, or through any corporation or other business entities, whose acts, practices or policies
17 are directed, defined or controlled by Respondents and all others for whose conduct
18 Respondents may be held liable under applicable law.²

19 6.

20 Respondents agree and understand that following acceptance of the AVC by the
21 Participating States and the County, the Attorneys General and the District Attorney may
22 communicate directly with Respondents for the purpose of executing and enforcing the terms of
23 this agreement, resolving future complaints, and for any other purpose permitted by law.

24 ///

25 _____
26 ² Nothing in Paragraph 5 shall be construed as an agreement to restrict or expand the scope of the laws of any
Participating State pertaining to principles of agency, respondeat superior, vicarious liability, or any other legal
principle whereby Respondents might arguably be legally responsible for the conduct of another.

1 7.

2 Respondents understand and agree that if this AVC is accepted by the Participating
3 States and the County, it may be filed in court in those states that are required or permitted by
4 law to file AVCs with the court.

5 8.

6 Respondents waive any further notice of submission to and filing with any court of this
7 AVC. Respondents agree to accept service of a conformed or court certified copy from each
8 state that files the AVC by prepaid first class mail sent to the addresses following their
9 signatures.

10 9.

11 Respondents understand that a violation of any of the terms of this AVC may result in
12 the Participating States and the County seeking all available relief, including civil penalties and
13 any such further relief as a court may deem appropriate.

14 10.

15 The parties acknowledge that no other promises, representations or agreements of any
16 nature have been made or entered into by the parties. The parties further acknowledge that this
17 AVC constitutes a single and entire agreement that is not severable or divisible, except that if
18 any provision herein is found to be legally insufficient or unenforceable, the remaining
19 provisions shall continue in full force and effect.

20 **REMEDIES**

21 11.

22 Respondents shall obey all applicable laws of the Participating States, including without
23 limitation the laws of the Participating States as listed in Footnote 3.³ Each Participating State

24 ³ Delaware Consumer Fraud Act, 6 Del. C. Sec. 2511 *et seq.* and Delaware Prohibitive Trade Practices Act, 6 Del.
25 C. sec. 2531 *et seq.*; Florida Deceptive and Unfair Trade Practices Act, s. 501, Part II, Fl. Stat. s. 320, s. 627 and s.
26 849; Iowa Consumer Fraud Act, Iowa Code section 714.16, Iowa Code section 322.3, and Iowa Code chapter
27 714B; Maine Unfair Trade Practices Act, 5 MRSA c. 10, Maine Motor Vehicle Dealers, 10 MRSA sec. 1174 and
28 29A MRSA c. 9, and Maine Attorney General Motor Vehicle Advertising Rules, Chapter 104; North Dakota's
29 N.D.C.C. Chapters 51-12, 51-15, 53-11, 10-19.1, 10-32, 26.1-02, 26.1-26, 26.1-30, 39-22, 45-10.2, 45-22 and 45-

1 and the County shall have jurisdiction only over acts committed within or affecting commerce
2 within its state, including but not limited to advertising Respondents can reasonably anticipate
3 will be received by consumers in that state.

4 12.

5 Respondents shall not represent or imply that the Participating States or the County
6 acquiesce or approve of Respondents' past business practices, current efforts to reform their
7 practices, or any future practices which Respondents may adopt or consider adopting. The
8 decision of the Attorneys General and the County to settle this matter or to otherwise
9 unilaterally limit current or future enforcement action does not constitute approval or imply
10 authorization for any past, present, or future business practice.

11 13.

12 Respondents shall pay on behalf of the Participating States and the County directly to
13 the Oregon Attorney General the sum of three hundred thousand dollars (\$300,000.00) for
14 attorneys fees and investigative costs, consumer education, litigation or local consumer aid
15 funds, or public protection or consumer protection purposes as allowed by each of the States'
16 laws at the discretion of each of the Participating States' Attorneys General or the District
17 Attorney. Respondents shall make a payment of one hundred fifty thousand dollars
18 (\$150,000.00) on or before October 2, 2006. Respondents shall make a second payment of one
19 hundred fifty thousand dollars (\$150,000.00) on or before January 2, 2007. The Oregon
20 Attorney General will distribute the funds to the Participating States and the County in
21 accordance with the terms of this AVC and agreements between the States and the County to
22 which Respondents are not parties.

23 ///

24 23; Oregon Unlawful Trade Practices Act, ORS 646.605 *et seq.*, ORS 822.005 *et seq.*, ORS 744.001 *et seq.*, and
25 OAR 137-020-0010 *et seq.*; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*,
Tennessee Motor Vehicle Sales Licenses Act, Tenn. Code Ann. § 55-17-101, *et seq.*, Tennessee Insurance Producer
26 Licensing Act of 2002, Tenn. Code Ann. § 56-6-101, *et seq.*, and Rules of Tennessee Motor Vehicle Commission
Rule 0960-1-.12; Vermont's 9 Vt. Stat. Annot. Section 2453, *et seq.*, Titles 8 and 23, and CF Rules; Washington's
RCW 19.86.020, RCW 46.70.180(1), RCW 46.70.027, RCW 48.17.160 and RCW 19.170.

Effective immediately upon execution by Respondents of this AVC, Respondents agree to adhere to each of the following requirements:

(a) Respondents shall not, in their advertising or otherwise, make false, deceptive or misleading representations of fact concerning any motor vehicle sales promotions, contests or prize offers.

(b) In all advertisements which Respondents publish, broadcast or otherwise disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating States, Respondents shall clearly and conspicuously disclose all material limitations, conditions and restrictions relating to any offer in close proximity to any terms or conditions to which they relate.

(c) Respondents shall not make or imply false or misleading claims in an advertisement regarding the actual sources of vehicles offered for sale, including but not limited to misrepresenting or implying that the vehicles are, or have been obtained from, vehicle fleets, auto auctions, bank repossessions, off-lease or from rental car companies in bankruptcy.

(d) Respondents shall not represent or imply a false premise for a sale of motor vehicles. This prohibition includes, but is not limited to: (1) representing that any sale conducted by Respondents or their clients is being conducted, sponsored, or operated by any bank, lending institution, fleet company, liquidation company, repossession company, auto auction or other entity, unless such claims are in fact true, and Respondents have sufficient documentation to prove such claims are true, or (2) representing that Respondents or their clients are in the vehicle liquidation business, including but not limited to, by using their corporate name "Fleet Liquidators of America, Inc.," the name "National Fleet Liquidators," or the name "American Fleet," in any advertisements or representations to consumers.

(e) Respondents shall not make any statement in any promotion that is false or that creates a false impression regarding the premise of a sale, the offering price of the vehicles,

1 monthly payments, any other terms of payment, the interest rate and/or availability of credit, the
2 amount of the down payment, or the availability of significant discounts or savings.

3 (f) Respondents shall comply with the Fair Credit Reporting Act and the Truth in
4 Lending Act in any advertising or sales practice.

5 (g) Respondents shall not represent that Respondents are conducting a sale of motor
6 vehicles in a Participating State that requires a business conducting a motor vehicle sale to have
7 a license unless Respondents possess the required license at the time of the representation.

8 (h) Respondents shall not offer, sell or promote any cash rewards program, including but
9 not limited to cash-back promotional vouchers, rebates, coupons, checks or cashable vouchers.

10 15.

11 Within 90 days following the effective date of this AVC, Respondents shall provide
12 notice of this AVC to any person who participates in a sales event on behalf of Respondents.
13 This notice shall be in the form set forth in Appendix A. Respondents shall obtain confirmation
14 of receipt from all persons required to receive this notice. The requirements of this Paragraph
15 may be satisfied electronically. Respondents shall maintain all acknowledgments and shall,
16 within three working days of receipt of a request by the Attorney General or the District
17 Attorney for any Participating State or County, produce a copy of such acknowledgment form.
18 When participating in a sales event, Respondents agree to adhere to each of the following
19 requirements:

20 (a) Respondents shall disclose to the buyer, before the buyer signs the documents
21 relating to the transaction, the cash sale price and monthly payments required for the purchase
22 of the vehicle without any additional products and services, including but not limited to a
23 service contract or extended warranty, paint sealants, undercoating, fabric protection, window
24 etching, credit life or disability insurance or a financial gap (guaranteed asset protection)
25 program, and inform the buyer that the purchase of any additional products and services is
26 optional and that the buyer can purchase the vehicle without buying any additional products or

1 services.

2 (b) If additional products or services, including but not limited to a service contract or
3 extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or
4 disability insurance or a financial gap program, are offered for sale to a buyer, Respondents
5 shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the
6 amount of the monthly payment which will be required for the vehicle without additional
7 products and services and the amount of the aggregate monthly payment which will be required
8 for the vehicle if the additional products and services are included in the sale.

9 (c) Respondents shall not misrepresent, directly or by implication, a monthly payment
10 or price of a vehicle, or the individual prices for any additional products and services, including
11 but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric
12 protection, window etching, credit life or disability insurance or a financial gap program.

13 (d) Respondents shall not represent or imply that the purchase of a finance and
14 insurance (F&I) product or service will improve a loan term or feature or the likelihood of a
15 loan being approved.

16 (e) Respondents shall disclose the asking or sales price of a vehicle upon initiation of sales
17 negotiations and thereafter upon request of the consumer and shall affirmatively disclose any
18 subsequent price change that occurs during negotiations.

19 16.

20 Effective immediately upon execution by Respondents of this AVC, Respondents agree
21 to adhere to each of the following requirements in the states of California, Oregon and
22 Tennessee: For the next five years, Respondents shall send a copy of any advertising which
23 they plan to use for any retailer in a Participating State referenced above at least 14 days before
24 its publication or dissemination to the respective State's Attorney General⁴. Respondents shall

25 ⁴ These materials shall be addressed to: Dennis W. Dawson, Deputy Attorney General, Consumer Law Section,
26 California Attorney General's Office, 110 West A St., Suite 1100, San Diego, CA 92110 in California; Oregon
Department of Justice, Financial Fraud Section, 1162 Court Street NE, Salem, OR 97301-4096 in Oregon; and
Office of the Tennessee Attorney General, Consumer Advocate and Protection Division, attn.: John S. Smith, III,

1 not represent or imply that failure of an Attorney General or District Attorney to take any action
2 thereon constitutes acquiescence, approval or endorsement of an advertisement by any
3 Participating State or County.

4 17.

5 Effective immediately upon execution by Respondents of this AVC, Respondents agree
6 to maintain records of all advertisements which they publish, broadcast or otherwise
7 disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating
8 States. These records shall include a copy of the advertisement, identify the sponsoring motor
9 vehicle dealership, identify the dates of sales and other promotional events and be sufficient to
10 substantiate the representations or claims made in the advertisement.

11 18.

12 It is a violation of this AVC for Respondents to sell or provide any materials which
13 would enable any other individual or business entity, including but not limited to motor vehicle
14 dealerships, to engage in any act or practice which would violate this AVC were it committed
15 directly by Respondents. Respondents shall not direct, train, instruct or induce any person to
16 perform any act prohibited, or to refrain from performing any act required, by this AVC.
17 Respondents are not liable under this AVC for actions of any motor vehicle dealership or
18 dealership personnel participating in conjunction with Respondents in conducting a sales event
19 if the acts of the motor vehicle dealership or dealership personnel are not directed, defined or
20 controlled by Respondents.

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26 Assistant Attorney General, P.O. Box 20207, 425 Fifth Avenue, North, Nashville, TN 37202 in Tennessee. The
materials may be sent electronically as mutually agreed upon by the applicable parties.

APPENDIX A

ACKNOWLEDGMENT OF NOTICE OF ASSURANCE OF VOLUNTARY COMPLIANCE INSTRUCTIONS

Gunning & Associates Marketing, Inc., has entered into an Assurance of Voluntary Compliance ("AVC") with the Attorneys General for the States of California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont and Washington (the "Participating States"). G&A has agreed to abide by the terms of that AVC. G&A must ensure that both its employees and independent contractors understand and agree to abide by those same rules.

Read the agreement below. If you have any questions regarding any term of the agreement, contact us by return email. If you understand each of the terms and agree to be bound by those terms, sign at the place indicated and print your name below your signature. Then fax the signed agreement to us at Fax Number 513-xxx-xxxx. In the alternative, you may send an electronic copy of the signed document to us at xxxxx@gamarketing.com. **You are not authorized to perform any function at any sales event until you have signed and sent to us the agreement below.**

AGREEMENT TO ADHERE

I have been given notice that Gunning & Associates Marketing, Inc. ("G&A"), has entered into an Assurance of Voluntary Compliance ("AVC") with the Attorneys General for the States of California, Delaware, Florida, Iowa, Maine, North Dakota, Oregon, Tennessee, Vermont and Washington (the "Participating States") and the District Attorney of Tulare County, California (the "County"). I understand the AVC is a settlement of a disputed matter. I agree to abide by the terms of the AVC. Specifically:

1. I shall obey all applicable laws of the Participating States, including without limitation the applicable consumer protection laws of the Participating States.
2. I shall not represent or imply that the Participating States or the County acquiesced in, or approved of any of G&A's past business practices, current efforts to reform their practices, or any future practices which G&A may adopt or consider adopting.
3. I shall not, in advertising or otherwise, make false, deceptive or misleading representations of fact concerning any motor vehicle sales promotions, contests or prize offers.
4. In all advertisements which I publish, broadcast or otherwise disseminate, or cause to be published, broadcast or otherwise disseminated, in the Participating States, I shall clearly and conspicuously disclose all material limitations, conditions and restrictions relating to any offer in close proximity to any terms or conditions to which they relate.

5. I shall not make or imply false or misleading claims in an advertisement or otherwise regarding the actual sources of vehicles offered for sale, including but not limited to misrepresenting or implying that the vehicles are, or have been obtained from vehicle fleets, auto auctions, bank repossessions, off-lease, or from rental car companies in bankruptcy.

6. I shall not represent or imply a false premise for a sale of motor vehicles. For example, I will not represent that any sale conducted by me or G&A or G&A's clients is being conducted, sponsored or operated by any bank, lending institution, fleet company, liquidation company, repossession company, auto auction or other entity, unless such claims are in fact true, and G&A has sufficient documentation to prove such claims are true. In addition, I will not represent that I am or G&A is in the vehicle liquidation business. Nor will I use their corporate name "Fleet Liquidators of America, Inc." the name "National Fleet Liquidators," or the name "American Fleet," in any advertisements or representations to consumers.

7. I shall not make any statement in any promotion that is false or that creates a false impression regarding the premise of a sale, the offering price of the vehicles, monthly payments, any other terms of payment, the interest rate and/or availability of credit, the amount of the down payment, or the availability of significant discounts or savings.

8. I shall comply with the Fair Credit Reporting Act and the Truth in Lending Act in any advertising or sales practice.

9. Before conducting a sale of motor vehicles in a participating State that requires a business conducting a motor vehicle sale to have a license, I shall obtain the required license.

10. I shall not offer, sell or promote any cash rewards program, including but not limited to cash-back promotional vouchers, rebates, coupons, checks or cashable vouchers.

11. I shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the cash sale price and monthly payments required for the purchase of the vehicle without any additional products and services, including but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap (guaranteed asset protection) program. I will inform the buyer that the purchase of any additional products and services is optional. I will inform the buyer that the buyer can purchase the vehicle without buying any additional products or services.

12. If additional products or services, including but not limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap program, are offered for sale to a buyer, I shall disclose to the buyer, before the buyer signs the documents relating to the transaction, the amount of the monthly payment which will be required for the vehicle without additional products and services and the amount of the aggregate monthly payment which will be required for the vehicle if the additional products and services are included in the sale.

13. I shall not misrepresent, directly or by implication, a monthly payment or price of a vehicle, or the individual prices for any additional products and services, including but not

limited to a service contract or extended warranty, paint sealants, undercoating, fabric protection, window etching, credit life or disability insurance or a financial gap program.

14. I shall not represent or imply that the purchase of a finance and insurance (F&I) product or service will improve a loan term or feature or the likelihood of a loan being approved.

15. I shall disclose the asking or sales price of a vehicle upon initiation of sales negotiations and thereafter upon request of the consumer and shall affirmatively disclose any subsequent price change that occurs during negotiations.

16. I shall not sell or provide any materials which would enable any other individual or business entity, including but not limited to motor vehicle dealerships, to engage in any act or practice which would violate this AVC were it committed directly by me.

17. I shall not direct, train, instruct or induce any person to perform any act prohibited, or to refrain from performing any act required, by this AVC.

Signature

Printed Name

Date

REVIEW BY RESPONDENTS' ATTORNEY

Approved as to form. Dated 8/15/11

Scott Thomas
Scott Thomas
Attorney for Respondents

Respondents have read and understand this agreement and each of its terms.
Respondents agree to each and every term.

GUNNING & ASSOCIATES MARKETING INC.

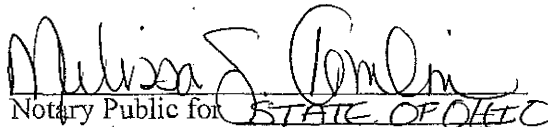
SUBSCRIBED AND SWORN to before me this 31st day of AUGUST, 2006.



FLEET LIQUIDATORS OF AMERICA, INC.

Patrick J. Gunnin
Print Name
President
Title
Address 1001 Ford Circle
Milford, OH 45150

SUBSCRIBED AND SWORN to before me this 31st day of August, 2006.



1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF CALIFORNIA

7 Accepted this 28th day of August, 2006.

8 BILL LOCKYER
9 Attorney General

10 Dennis Dawson
11 Dennis Dawson
12 Deputy Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF COUNTY OF TULARE, CALIFORNIA

7 Accepted this 14 day of August, 2006.

8 PHILLIP J. CLINE
9 District Attorney

10 Richard B. Isham
11 Richard B. Isham
12 Deputy District Attorney
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF DELAWARE

7 Accepted this 8th day of August, 2006.

8 CARL C. DANBERG
9 Attorney General

10 C. Cullen Rooney
11 C. Cullen Rooney
12 Deputy Attorney General
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In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an OHIO corporation, doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

ASSURANCE OF VOLUNTARY COMPLIANCE

ACCEPTANCE OF FLORIDA

Accepted this 28th day of August, 2006

CHARLES J. CRIST, JR.
Attorney General

A handwritten signature in black ink, appearing to read "J. Clyde", written over a horizontal line.

DEPUTY ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050

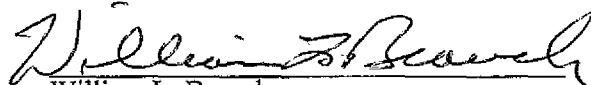
1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF IOWA

7 Accepted this 1st day of September, 2006.

8 TOM MILLER
9 Attorney General

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11 William L. Brauch
12 Special Assistant Attorney General
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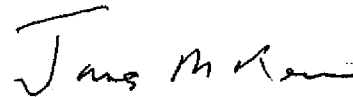
1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF MAINE

7 Accepted this 28 day of August, 2006.

8 STEVEN ROWE
9 Attorney General

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11 James McKenna
12 Assistant Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF NORTH DAKOTA

7 Accepted this 16th day of August, 2006.

8 WAYNE STENEHJEM
9 Attorney General

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11 James Patrick Thomas
12 Assistant Attorney General
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1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio corporation, doing
2 business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G
& A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF
3 AMERICA, INC., an Ohio corporation,

4 ASSURANCE OF VOLUNTARY COMPLIANCE

5 **ACCEPTANCE OF OREGON DEPARTMENT OF JUSTICE**

6 Accepted this 1st day of September, 2006.

7
8 HARDY MYERS
Attorney General

9
10 Eva Novick
11 Eva H. Novick #04429
12 Assistant Attorney General
13 Oregon Department of Justice
14 1162 Court Street NE
15 Salem, OR 97301-4096
16 Phone: (503) 947-4333
17 Fax: (503) 378-5017
18 Email: eva.h.novick@doj.state.or.us
19 Appearance in Oregon only

20 **APPROVAL BY COURT**

21 APPROVED FOR FILING and SO ORDERED this _____ day of _____,
22 2006.

23 _____
24 Circuit Court Judge
25
26

In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio corporation, doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

ASSURANCE OF VOLUNTARY COMPLIANCE

ACCEPTANCE OF TENNESSEE

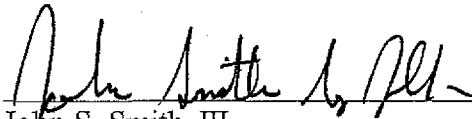
Accepted this ____ day of _____, 2006.



PAUL G. SUMMERS

Attorney General

B.P.R. No. 6285



John S. Smith, III

Assistant Attorney General

B.P.R. No. 23392

Office of the Attorney General

Consumer Advocate and Protection Division

Post Office Box 20207

Nashville, TN 37202-0207

Phone: (615) 532-3382

Fax: (615) 532-2910

Approved by:



MARY CLEMENT

DIRECTOR

Division of Consumer Affairs

Department of Commerce and Insurance

500 James Robertson Parkway

5th Floor, Davy Crockett Tower

Nashville, TN 37243-0600

(615) 741-4737


1 In the Matter of GUNNING & ASSOCIATES MARKETING, INC., an Ohio Corporation,
2 doing business as FLEET LIQUIDATORS OF AMERICA, NATIONAL FLEET
3 LIQUIDATORS, G & A MARKETING, and G & A MARKETING INC. and FLEET
4 LIQUIDATORS OF AMERICA, INC., an Ohio corporation,

5 ASSURANCE OF VOLUNTARY COMPLIANCE

6 ACCEPTANCE OF WASHINGTON

7 Accepted this 21st day of August, 2006.

8 ROB McKENNA
9 Attorney General

10 
11 Douglas D. Walsh
12 Senior Counsel