

**OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

JOHN BARNES WINDOW TINTING, INC
a Florida corporation.

AG Case No. L13-3-1145

Respondent.

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT TO the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, the **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (hereinafter the "Department"), caused an investigation to be made into the business practices of John Barnes Window Tinting, Inc., a Florida corporation (hereinafter "Respondent")

IT APPEARS THAT Respondent is prepared to enter into this Assurance of Voluntary Compliance (hereinafter "AVC"), without an admission that Respondent has violated the law and for the purpose of resolution of this matter with the Department, and the Department, by and through the undersigned Bureau Chief, Tampa Consumer Protection Division, being in agreement, does in this matter accept this AVC in termination of this investigation, pursuant to §501.207(6), Florida Statutes, and by virtue of the authority vested in the Department by said statute

I. STIPULATED FACTS

1.1 Respondent sells and installs window film products. The primary location of the business is 3740 Max Place #103, Boynton Beach, Florida.

1.2 The Department has investigated allegations that Respondent has violated the provision of §553.842, Florida Statutes, that prohibits advertising, selling, offering, providing, distributing, or marketing a building product as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm, of any product that has not received such approval from the Florida Building Commission, and §501.204, Florida Statutes, which prohibits unconscionable acts or practices and unfair or deceptive acts or practices in the conduct of any trade or commerce.

1.3 The Florida Building Commission has not approved any window film as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm.

1.4 Respondent advertised and marketed window film products as hurricane, windstorm or impact protection from wind-borne debris from a hurricane or windstorm.

1.5 Respondent immediately corrected its advertising upon notification by the Department.

1.6 Respondent and the Department desire to resolve all issues arising during the course of this investigation.

1.7 This AVC is based upon the stipulated facts set forth in Paragraphs 1.1 through 1.5 above. The Department shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way, or the AVC not be complied with in full.

II. TERMS

2.1 Respondent shall cease advertising, selling, offering, providing, distributing or marketing any window product as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm of any product that has not received such approval from the Florida Building Commission

- (a) In the marketing of window film products, Respondent shall not use the words *hurricane, storm, wind, windstorm, or severe weather* on any websites affiliated with its business or in its advertising, promotional or marketing materials
- (b) In the marketing of window film products, Respondent shall not use any images depicting, simulating or implying hurricanes, storms, or wind in any of its advertising, promotional or marketing materials or on any websites affiliated with its business
- (c) Respondent shall not make any statements during oral sales presentations implying that any window film products can provide protection from wind-borne debris, hurricanes, storms, wind or windstorms if those products have not received the required approval from the Florida Building Commission or a local building authority with jurisdiction over the building subject to the sales presentation
- (d) Respondent shall not represent that any window film products have received approval as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm from the Florida Building Commission or any local building authority unless Respondent has verified that such product has been approved. An approval of a local building authority may only be used to market window film products within the jurisdiction of that building authority

2.2 Upon reasonable written request, Respondent agrees to provide information to the Department that would assist in further investigation of the window film industry

2.3 Respondent and its representatives, agents, employees, successors, assigns or any other person who acts under, by, through or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes and Chapter 553, Part IV, Florida Statutes

2.4 For a period of four (4) years from the date of execution of this AVC, Respondent shall make the terms and conditions of this AVC known to Respondents' managers, members, officers, directors and successors as well as anyone involved in an ownership or employment capacity in any other business related to sales of window film products

2.5 Respondent shall not effect any change in the form of doing business, or the organizational identity of any of the existing business entities, or create any new business entities, as a method of avoiding the terms and conditions set forth in this AVC

2.6 Nothing in this AVC shall be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents. In addition, nothing herein shall be construed to limit or bar any other governmental entity from pursuing other available remedies against Respondent for acts and practices addressed by this AVC

2.7 If, subsequent to the effective date of this AVC, the laws or regulations of the State of Florida are amended or otherwise explicitly permit advertising products sold by Respondent as hurricane, windstorm or impact protection from wind-borne debris from a hurricane or windstorm, then such conduct shall not constitute a violation of this AVC. However, if Respondent intends to engage in the expressly authorized conduct, Respondent shall notify the Department within 60 business days prior to any change

III. STIPULATED PAYMENT

The parties agree that the Respondent shall pay a total of TWO HUNDRED FIFTY DOLLARS (\$250.00) to the Office of the Attorney General, State of Florida, Department of Legal Affairs, pursuant to §501.2105, Florida Statutes, in payment of all legal fees, costs and

investigative fees regarding this investigation. Payment shall be made by cashier's check or other certified funds, made payable to Department of Legal Affairs Revolving Trust Fund, and shall be paid simultaneous with the submission of a partially executed copy of this AVC by Respondents.

IV. CIVIL PENALTY

4.1 It is further agreed by the parties that Respondent shall pay a penalty of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) to the State of Florida for violation of the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act.

4.2 In consideration for the fulfillment of the various obligations set forth above, the payment of the financial penalty is **SUSPENDED**. However, if Respondent fails to comply with the requirements of this AVC, this penalty shall become immediately due and owing.

4.3 The Attorney General reserves the right to seek additional penalties pursuant to Florida Statutes, Chapter 501, Part II, for any future violation(s) of the terms contained within this Agreement. The Attorney General reserves the right to seek additional investigative and attorney's fees and costs upon default, as defined herein, or upon any future noncompliance.

V. CHARITABLE CONTRIBUTION

It is further agreed by the parties that Respondent shall deliver the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) to the South Florida Region, 335 SW 27th Avenue, Miami, Florida, within sixty (60) days of the execution of this AVC. Respondent shall provide proof of this payment to the Department.

VI. BUSINESS RECORDS


Respondent agrees to retain documents and other information reasonably sufficient to establish compliance with the provisions herein, and shall provide reasonable access to such documents and information to the Department upon request

VII. ACCEPTANCE

It is hereby agreed by the parties that this AVC shall become effective upon its acceptance by the Bureau Chief, Tampa Consumer Protection Division, who may refuse to accept it at her discretion. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted

IN WITNESS WHEREOF, Respondent has caused this AVC to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as President of John Barnes Window Tinting, Inc., and that I am binding the Respondent to the terms and conditions of this AVC

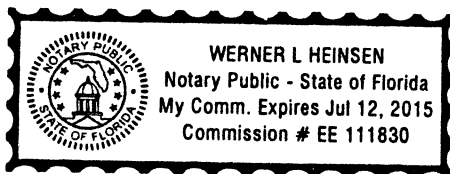


John Barnes, as President of
John Barnes Window Tinting, Inc

STATE OF FLORIDA

COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, appeared JOHN BARNES, as President of John Barnes Window Tinting Inc. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 21st day of October, 2013



NOTARY PUBLIC



(print, type, or stamp commissioned Notary Public)

Personally known _____ or Produced Identification X (check one)
Type of Identification Produced: Florida Drivers License

OFFICE OF THE ATTORNEY GENERAL



RICHARD SCHIFFER

Assistant Attorney General

Florida Bar # 74418

OFFICE OF THE ATTORNEY GENERAL

Consumer Protection Division

3507 E. Frontage Road, Suite 325

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Accepted this 28th day of October, 2013



VICTORIA BUTLER

Bureau Chief, Tampa Consumer Protection Division

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