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

IN THE INVESTIGATION OF:  

CREATIVE DATA MANAGEMENT, LLC, d/b/a
SENTRY ARMORED DISPATCH,
SENTRY ARMORED DISPATCH COMPANY,
and WILLIAM CLUTTER, as Owner/Manager.

Respondents

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ASSURANCE OF VOLUNTARY COMPLIANCE

1. PURSUANT to the provisions of Chapter 501, Part II of the Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the Office Of The Attorney General, Department Of Legal Affairs (hereinafter referred to as the "Department"), caused an investigation to be made into certain acts and practices of Creative Data Management, LLC d/b/a Sentry Armored Dispatch, Sentry Armored Dispatch Company, and William Clutter (collectively hereinafter, "Respondents" or "Sentry").

2. Respondent Sentry Armored Dispatch is a Fictitious Name registered with Florida Department of State Division of Corporations as being owned by Respondent William Clutter with its mailing address registered as 10777 West Twain Ave Suite 300, Las Vegas, NV 89135. Respondent Creative Data Management, LLC is a Nevada Company with the Managing Member listed as Respondent William Clutter and an address of 14834 East Grand Place, Aurora, CO 80015. Creative Data Management, LLC does business under the fictitious names Sentry Armored Dispatch and Sentry Armored Dispatch Company using a mailing address of P.O. Box 409006 Fort Lauderdale, FL 33340.
3. Respondent William Clutter is an individual residing at 3455 S. Marion St., Englewood, CO 80113 and the owner and manager of Creative Data Management, LLC doing business under the following fictitious names: Sentry Armored Dispatch and Sentry Armored Dispatch Company. Respondent William Clutter is the sole owner and manager of Creative Data Management, LLC and all associated d/b/a’s and fictitious names.

4. Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereafter referred to as the “AVC”) without an admission that Respondents violated Florida’s Deceptive and Unfair Trade Practices Act or any other law and solely for the purpose of resolution of this matter with the Department.

5. Pursuant to Section 501.207(6), Florida Statutes, the Department agrees to accept this AVC in termination of its investigation as to Respondents solely as to the acts and practices that were the subject of the investigation.

STIPULATED DEFINITIONS & FACTS

6. The terms used herein shall have the following meanings:

a. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that a consumer will notice and understand it. The following, without limitations, shall be considered in determining whether a statement, claim, term, disclosure or representation is clear and conspicuous:

i. Whether it is of sufficient prominence in terms of font, size, placement, color, contrast, duration of appearance, sound and speed, as compared with accompanying statements, claims, terms,
or representations so that it is readily noticeable and understandable, and likely to be read by the person to whom it is directed; and if written, that it is not buried on the back or bottom of the page, or in unrelated information placed on the page where a person would not think it is important to read;

ii. Whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other terms, representations, claims, or statements being conveyed;

iii. Whether it is near to or in close proximity to the statement, representation, claim, or term it clarifies, modifies, explains, or to which it otherwise relates;

iv. Whether it contradicts, or renders ambiguous or confusing, any other information with which it is presented;

v. Whether the language and terms used are commonly understood by the consumer in the context in which they are used; and

vi. Whether it is presented in such a way as to be free of distractions, including but not limited to graphics, text, or other offers that compete for the attention of the consumer.

7. The Department and Respondents hereby agree and stipulate to the following:

a. During the time frame beginning at least April 1, 2010 through the present, Respondents engaged, in the business of providing cash prize notifications to consumers in Florida and elsewhere.
b. Respondents represented to consumers in Florida and elsewhere that Respondents were located in Florida; the address used on all cash prize notifications sent to consumers was P.O. Box 409006, Fort Lauderdale, FL 33340.

c. Respondent William Clutter represents Respondents are a sweepstakes reporting service and also operate sweepstakes. Respondent William Clutter represents that the only names that have ever been used by and/or on behalf of him are Creative Data Management, LLC, Sentry Armored Dispatch Company and Sentry Armored Dispatch. Respondent William Clutter represents that Respondents do not own or operate any websites.

d. Respondent William Clutter represents that he has no connection with or relation to S.A.D.C. Further, Respondent William Clutter represents that he has no records for the period prior to June 30, 2012 as all documents were maintained by a subcontractor, Jerz, LLC, which handled all mail caging and processing, banking and bookkeeping, customer service and fulfillment services on behalf of Respondents. Respondent William Clutter represents Jerz, LLC was owned by Jerzey Wielecky. To date, Respondent William Clutter represents he has been unable to recover any documents from Jerzey Wielecky.

e. Respondent William Clutter represents that all statements made in Creative Data Management, LLC’s Response to Subpoena Duces Tecum including the Preliminary Statement Regarding ‘S.A.D.C.’ and the Company’s Inability to Produce Certain Documents and all Exhibits attached thereto are true and correct with a notation that Creative Data Management, LLC has not filed the fictitious name ‘Sentry Armored Dispatch’ with the Secretary of State for the State of Nevada; however, Creative Data

Initials: [Signature]
Management, LLC does business under the fictitious names Sentry Armored Dispatch and Sentry Armored Dispatch Company. Respondent William Clutter is the sole owner and manager of Creative Data Management, LLC and all associated d/b/a's and fictitious names.

8. The Department investigated allegations that Respondents committed unfair or deceptive acts toward consumers in the State of Florida and elsewhere in connection with the cash prize notifications, including misrepresentations that consumers had won $898,899.00, and misrepresentations that consumers must pay $20.00 fee to receive winnings.

9. This AVC is based upon the stipulated facts set forth herein. 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 should this AVC not be complied with in full by Respondents. The parties agree that this AVC has been entered into based on the truthfulness of the information provided by Respondents.

TERMS

10. Respondents, including their representatives, agents, employees, successors, assigns, independent contractors 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:

a. Comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes;

b. Comply with the Deceptive Mail Prevention and Enforcement Act, Chapter 30 of Title 39 of the United States Code;

c. Comply with all applicable Local, State and Federal laws regarding sweepstakes administration;

d. Cease making any misrepresentations that consumers have won a cash prize, unless the consumer has actually already won a cash prize, in which case Respondents shall Clearly
and Conspicuously notify consumers of the amount won and Clearly and Conspicuously notify consumers that no payment is necessary to receive the winnings;

e. Cease making any misrepresentations that a fee is required to win or receive a sweepstakes or prize;

f. Clearly and Conspicuously provide that Respondents are selling a sweepstakes reporting service and that Respondents are soliciting payment only for this sweepstakes reporting service;

g. Ensure that any and all notices Clearly and Conspicuously delineate the difference between Respondents’ “Everyone Wins Cash Prize Sweepstakes” and Respondents’ sweepstakes reporting service; Clearly and Conspicuously delineate the difference between the free sweepstakes and the fee for the sweepstakes reporting service; Clearly and Conspicuously provide that Respondents are selling a sweepstakes reporting service and are soliciting money for the sweepstakes reporting service, Clearly and Conspicuously notify consumers that they are paying for a sweepstakes reporting service only and that consumers have not won a prize or sweepstakes;

h. Cease providing consumers with images or references to checks payable to consumers in any amount of money, unless the consumer has already won the full amount of money represented; cease making any misrepresentations that Respondents have a verification department or that entry directives have been prepared, audited and verified for the consumer; cease representing that any winning checks to consumers will be destroyed, unless payment is made to Respondents;

i. Ensure that any and all disclaimers are Clear and Conspicuous, in at least the same size text as the solicitation, and provided on the same page and above any solicitations for payment;

j. Provide refunds within fourteen (14) calendar days from the date the consumer requests a refund and Clearly and Conspicuously identify the procedure and customer support contact information for consumers to request and receive a refund;

k. Maintain a do not mail list for consumers and ensure that any consumer who requests is removed from any of Respondents’ mailing lists;

l. Maintain a customer support telephone number and/or mail and email address for consumers to file a complaint, ensure all consumer complaints are responded to within seven (7) days and ensure that any independent contractors utilized comply with these provisions;

m. Maintain reasonable and customary supporting documentation to substantiate any claims made in any notices, notifications, solicitations or advertising materials; and
n. Ensure that any and all businesses owned or operated by Respondents and conducting or transacting business within the State of Florida have a Registered Agent and Registered Office in compliance with Chapter 607, Florida Statutes.

BUSINESS RECORDS

11. Respondents shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this AVC and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years from the effective date of this AVC, and shall provide reasonable access to such documents and information to the Department upon request.

CUSTOMER RECORDS

12. Any personal or financial information of consumers, in the custody, control or possession of Respondents shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of consumer information. Respondents, including any representatives, agents, employees, successors, and assigns, shall not, directly or indirectly, market, sell, share or otherwise disclose the name, contact information, or financial information of any consumer or customer in the care, custody or control of Respondents.

WRITTEN NOTICE

13. Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, directors, employees, agents, independent contractors, telemarketers, or any other persons that are substantially affected by this AVC and are involved in the businesses, projects and activities of Respondents or anyone else acting for or on behalf of Respondents, by providing written notice of the terms of this AVC. The obligations imposed by this AVC are continuing in nature and shall apply to Respondents' successors and assigns as well as any and all new officers, employees, agents, representatives or any other persons who become
engaged in the business or activities of Respondents or any new business entities created by Respondents.

14. Respondents shall not affect 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 obligations and terms and conditions set forth in this AVC.

CONSUMER RESTITUTION

15. Consumer Restitution.

A. The consumers listed in the consumer restitution spreadsheet compiled by the Parties and attached as Exhibit A have filed complaints relating directly or indirectly to Respondents with the Department, the Better Business Bureau, or another entity (the “prior complaints” or “prior complainants”). The Department provided Respondents with the consumer complaints identified in Exhibit A. Respondents reviewed the complaints and Respondents shall provide the restitution provided in Exhibit A under the column entitled “Restitution from Respondents.” Respondents submitted an affidavit, attached as Exhibit B, attesting to the responses included in Exhibit A, including refunds to be provided in the amount of two hundred eighty dollars ($280.00) to be provided to the Department simultaneously upon execution of this AVC, and indicating that all consumers contained in Exhibit A have been added to Respondents Do-Not-Contact list. The Department shall not be estopped from taking further action in this matter should the responses provided by Respondents herein be shown to be inaccurate in any material way.

B. The parties agree that the Respondents shall jointly and severally contribute the sum of two hundred eighty dollars (“$280.00”) (“Restitution Funds”) simultaneously upon execution of this AVC which shall be used to pay the claims of individuals

Initials: [Signature]
who have filed complaints against Respondents through entities including, but not limited to, the
Department and the Better Business Bureau. The manner in which the funds are to be distributed
shall be within the sole discretion and/or reasonable judgment of the Department.

C. In addition, Respondents are directed to pay to the Department the sum of
one thousand dollars ($1,000.00) ("Escrow Funds") simultaneously upon execution of this AVC,
to satisfy future consumer restitution for a period of sixty (60) days from the date of execution of
this AVC. In the event actual restitution for future complainants exceeds the amount of the
Escrow Funds, then the Escrow Funds will be distributed pro-rata to the complainants who have
submitted complaints to the Department within the sixty (60) day period. However, no individual
consumer who submits a complaint in the sixty (60) day period will receive more than the
amount of damages actually sustained. Upon the conclusion of this sixty (60) day period of time,
any remaining monies shall revert back to the Department of Legal Affairs Revolving Trust Fund
and shall be used to defray the cost of attorneys' fees and costs and restitution distribution.

D. The Restitution and Escrow Funds identified above shall be made by
certified or cashier's check, payable to the Department of Legal Affairs Escrow Fund, and
shall be sent to the attention of Assistant Attorney General Ryann Flack, Office of the Attorney
General, Consumer Protection Division, 444 Brickell Avenue, 6th Floor, Miami, FL 33131. Upon
receipt, the checks shall be deposited into the Department of Legal Affairs Escrow Fund, in
accordance with Section 501.2101(1), Florida Statutes. If any restitution monies remain after the
distribution of restitution the Attorney General's office will deposit the remaining monies into
the Department of Legal Affairs Revolving Trust Fund and same shall be used to defray the cost
of restitution distribution and any attorneys' fees and costs incurred in enforcing this Judgment,
or as fees and costs associated with ongoing and future enforcements initiatives pursuant to Chapter 501, Part II, Florida Statutes.

E. After the sixty (60) day time period is complete, Respondents are entitled to request a list of those individuals who were sent funds in conjunction with this investigation.

F. Respondents shall continue to respond and in good faith attempt to resolve each consumer complaint received from and after the Effective Date to the reasonable satisfaction of Respondents and the consumers including, but not limited to, resolution via refund and adding consumers to Respondents' do not contact list. Respondents shall use commercially reasonable efforts to commence the consumer complaint resolution process within seven (7) days of Respondents receipt of a legitimate or bona fide customer complaint. Respondents shall provide the Department with written notice of the outcome of resolution with respect to each customer complaint that is received by Respondents within sixty (60) days following the Effective Date of this Agreement.

G. To the extent that Respondents have insufficient information upon which to resolve any prior complaint or consumer complaint received by Respondents within sixty (60) following the Effective Date, Respondents shall promptly notify the Department, in writing, through Assistant Attorney General Ryann Flack, so that she may determine if additional information is available to assist Respondents in resolving such complaint in accordance with terms of this Article.

ATTORNEYS' FEES AND COSTS

16. Respondents shall contribute Fifteen Thousand Five Hundred Dollars ($15,000.00) to the Department pursuant to Section 501.2105, Florida Statutes, in payment of attorneys' fees, costs and investigative fees regarding this investigation, and future investigative
fees and costs, payable by cashier’s check or other certified funds payable to Department of Legal Affairs Revolving Trust Fund. The payment due hereunder, along with the original AVC bearing the notarized signature of Respondents shall be delivered to the attention of Assistant Attorney General Ryann Flack, Office of Attorney General, Consumer Protection Division, 444 Brickell Avenue, 6th Floor, Miami, FL 33131.

**CIVIL PENALTIES**

17. Subject to Respondents full, complete and timely compliance with the terms of this AVC, the Department is waiving pursuant to this settlement and in consideration of the Respondents performance hereunder the civil penalties that would otherwise be due for the acts and practices at issue under Sections 501.2075 or 501.2077, Florida Statutes, of up to $15,000 per violation in consideration of the parties’ entry into this AVC.

18. The original AVC bearing the notarized signatures of Respondents and the payment(s) due hereunder will be delivered to the attention of Assistant Attorney General Ryann Flack, Office of Attorney General, Consumer Protection Division, 444 Brickell Avenue, 6th Floor, Miami, FL 33131.

**FUTURE VIOLATIONS**

19. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC by Respondents is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorneys’ fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this AVC has occurred, then Respondents shall be liable for a consent judgment against Respondents in the
amount of $500,000.00 (Five Hundred Thousand Dollars) in civil penalties, as well as attorneys’ fees and costs and any other legal or equitable relief as the court may determine appropriate.

**EFFECTIVE DATE**

20. The effective date of this AVC shall be the date of its execution by all parties. Acceptance by the Department shall be established by the signature of the Bureau Chief, South Florida Consumer Protection Division, Department of Legal Affairs, Office of the Attorney General. This AVC shall become effective on the “Effective Date,” which shall be the date on which the Director accepts and executes this AVC. The receipt by the Department of any monies pursuant to the AVC does not constitute acceptance by the Department, and any monies received shall be returned to Respondents if this AVC is not accepted and fully executed by the Department.

**MISCELLANEOUS**

21. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this AVC may be executed in counterparts the compilation of which shall constitute the full and final agreement.

22. Notice to any of the parties to this AVC as may be required shall made by certified mail at the addresses set forth below unless any party notifies the other parties in writing of another address to which notices should be provided.

To Respondents:

Michael A. Thurman, Esq.
Thurman Legal
1055 E. Colorado Blvd., 5th Floor
Pasadena, CA 91106

Michael L. Mallow, Esq.

Initials: [Signature]
To the Department:

Ryann Flack, Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
444 Brickell Avenue, 6th Floor
Miami, Florida 33131

23. Nothing in this AVC is to 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 or any other person or entity.

24. It is a condition of each of the Department’s obligations under this AVC that Respondents have fully and timely performed all of Respondents’ obligations previously due under this AVC.

25. This AVC is the final, complete, and exclusive statement of the parties’ agreement on the matters contained in this AVC, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this AVC, the parties have not made any representations or warranties to each other, and neither party’s decision to enter into this AVC is based upon any statements by the other party outside of those in this AVC.

26. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for or against any party on the grounds that one party had more control over establishing the terms of this AVC than another.

27. By my signature, I hereby affirm that I have authority to execute this AVC on behalf of the party indicated and, to the extent I am acting in a representative capacity, I am 

Initials: [Signature]
acting within the scope of my authority as corporate representative, as well as in my individual
capacity, and that by my signature I am binding myself and the businesses/parties indicated to
the terms and conditions of this AVC.

SIGNATURES ON SEPARATE PAGE(S)
By: William Clutter, as Owner and Manager of Creative Data Management, LLC, d/b/a Sentry Armored Dispatch, Sentry Armored Dispatch Company

By: William Clutter, Individually

STATE OF Colorado ss:
COUNTY OF Arapahoe ss:

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Colorado, personally appeared William Clutter who produced CO DL as identification. He who acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 20 day of May, 2013.

Subscribed to before me this 20 day of May, 2014.

AMISHA PADHIAR
Notary Public
State of Colorado
Notary ID 2014401795

Personally known or Produced Identification (check one)

Type of Identification Produced: CO DL
COUNSEL FOR RESPONDENTS

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Pasadena, CA 91106
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