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

IN THE MATTER OF:
OCEAN AUTO SALES, LLC and
EASY AUTO REPAIR AND TOWING, LLC Attorney General Case No.
L 13-3-1130

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2016), the STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, ("the Attorney General") investigated certain business practices by OCEAN AUTO SALES, LLC (d/b/a Motormall) and EASY AUTO REPAIR AND TOWING, LLC, (hereinafter referred to as "RESPONDENTS"), Florida limited liability companies having their principal place of business located at 8550 Atlantic Blvd., Jacksonville, Florida 32211 and having Mr. Vadim Gavrilov as their managing member at the same address.

For the purpose of resolving the Matters Investigated, OCEAN AUTO SALES, LLC and EASY AUTO REPAIR AND TOWING, LLC enter into this Assurance of Voluntary Compliance ("AVC") with the Office of the Attorney General. By signing this AVC, RESPONDENTS do not admit any of the alleged facts or any violation of any law, regulation or rule, RESPONDENTS expressly reserve all rights and defenses available to them, and RESPONDENTS enter into
this AVC solely for the purpose of resolving the investigation. The Attorney General accepts this AVC in termination of the investigation pursuant to Section 501.207(6), Florida Statutes (2016).

**MATTERS INVESTIGATED**

1. RESPONDENTS are engaged in the ownership and operation of a used car dealership and repair facility in Jacksonville, Florida.

2. RESPONDENTS sell used vehicles and vehicle repair services to consumers through their website, Craigslist, magazine advertisements, and other means and methods of promotion.

3. The Attorney General received complaints about RESPONDENTS’ business practices from consumers who contacted the Attorney General’s Office of Citizen Services, the Better Business Bureau, and other consumer protection agencies.

4. Consumers complained that their vehicles were repossessed after they had missed only one payment, that they were sold vehicles with mechanical defects, that they were charged excessively for repairs, and that they were charged for repairs that were not made or were made improperly.

**DEFINITIONS**

5. “Clear and conspicuous” or “clearly and conspicuously” means readily noticeable and readily understandable. The following factors shall be
present to indicate that the statement is clear and conspicuous:

A. The statement is sufficiently prominent as to be readily noticeable to and readily understandable by the persons to whom it is directed.

B. The statement is expressed on its own instead of in the midst of other information.

C. The statement is expressed in plain and simple English.

D. The statement is in close proximity to any statement(s) that it purports to clarify, or to which it is logically related.

E. The statement is consistent with other statement(s) and is not confusing.

F. The statement is presented without distractions that compete for the attention of the consumer, including but not limited to inconsistent information.

G. The statement is presented prior to the consumer incurring any financial obligation.

6. “Matters Investigated” shall mean those matters set forth in Paragraphs 1 through 5 of this AVC.

IT IS HEREBY AGREED BY THE PARTIES:
COMPLIANCE

7. RESPONDENTS shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Parts II and VI, Florida Statutes (2016).

8. RESPONDENTS will comply with the provisions of the Florida Motor Vehicle Repair Act, Chapter 559, Part IX, Florida Statutes (2016).

9. RESPONDENTS will comply with the FTC Used Motor Vehicle Trade Regulation Rule, 16 C.F.R. Sections 455.1 through 455.3.

10. RESPONDENTS will not install a GPS tracking or monitoring device on any vehicle without first notifying the owner or purchaser of the vehicle of the installation of the device and first obtaining written consent from the owner or purchaser to the installation and monitoring of such device.

11. If RESPONDENTS accept a deposit from any consumer to be applied to the purchase or repair of any vehicle, RESPONDENTS will Clearly, Conspicuously, accurately, and completely disclose on a separate document signed by the consumer all conditions, limitations, terms, and requirements regarding the refunding of such deposit to such consumer and any conditions under which such deposit will not be refunded to the consumer.

12. If RESPONDENTS sell any vehicle with a "Salvage" or "Rebuilt" certificate of title to any consumer, RESPONDENTS will Clearly, Conspicuously, accurately and completely disclose in writing to the buyer the meaning of those
terms and any defect in the vehicle known to the RESPONDENTS.

13. Before repossessing any vehicle, RESPONDENTS will notify consumers in writing that the consumer is in default of his or her financing agreement with RESPONDENTS, the amount of money owed by reason of the default, and how the default may be cured without surrendering possession of the consumer’s vehicle.

14. RESPONDENTS agree that, for a period of two years after the date of this AVC, they will promptly respond to all written complaints from consumers that are sent directly to RESPONDENTS by consumers or that are sent to RESPONDENTS by the Office of the Attorney General or by any other consumer protection agency on behalf of any consumer. RESPONDENTS agree to respond to all complaints forwarded to RESPONDENTS by the Office of the Attorney General within thirty (30) days of receiving such complaints, and to provide the Office of the Attorney General with a copy of each response at the same time that the response is provided to the consumer. RESPONDENTS further agree to designate one person whose responsibilities include coordinating with the Attorney General to receive consumer complaints forwarded by the Attorney General and to respond to such complaints.

15. RESPONDENTS agree to respond to any court complaint or small claims complaint filed against them by any consumer, and to promptly pay any
final judgment that is or has been entered against RESPONDENTS in favor of any consumer as a result of any action filed by a consumer against RESPONDENTS in any court of law or small claims court in Florida.

16. RESPONDENTS shall pay a total of Twenty Five Thousand Dollars ($25,000.00) by check made out to the Attorney General’s Revolving Trust Account for the Attorney General’s attorneys’ fees and costs of monitoring future performance of this AVC. Payments of $5,000.00 shall be made to Gerald Johnson, Business Manager, Consumer Protection Division, Office of the Attorney General, Capitol, PL-01, Tallahassee, Florida, 32399-1050 on the first day of each month for 5 consecutive months beginning on the first day of the first month after the acceptance of this AVC by the Office of the Attorney General until the total of $25,000.00 has been paid.

MISCELLANEOUS PROVISIONS

17. It is further agreed that any failure to comply with the terms of this AVC is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes (2016), and shall subject RESPONDENTS to any and all civil penalties and sanctions authorized by law, including attorney’s fees and costs, as may be determined by a court of law.

18. RESPONDENTS shall not represent directly or indirectly that the Attorney General has approved any of their business practices.
19. Nothing in this AVC limits the Attorney General’s ability to investigate and take action regarding any business practices by RESPONDENTS apart from the Matters Investigated.

20. This AVC shall become effective upon its execution by or on behalf of RESPONDENTS and the Attorney General.

21. This AVC is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by RESPONDENTS.

22. This AVC shall bind RESPONDENTS and their officers, directors, employees, representatives, agents, managers and any persons operating under the control or direction of any such person, and shall likewise be binding upon any other business entity run, managed, operated by, owned by, or under common ownership with RESPONDENTS.

23. RESPONDENTS shall not change any way of doing business or corporate form or organizational identity so as to avoid compliance with the terms and conditions set forth in this AVC.
24. RESPONDENTS shall make the terms and conditions of this AVC known to their officers, directors, managers, representatives, agents, affiliates, employees, successors and assigns within thirty (30) days of the execution of this AVC.

OCEAN AUTO SALES, LLC
and EASY AUTO REPAIR AND TOWING, LLC, Respondents

[Signature]
VADIM GAVRILOV,
MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF

BEFORE ME, an officer duty authorized to take acknowledgments in the State of Florida personally appeared VADIM GAVRILOV, as the Managing Member of OCEAN AUTO SALES, LLC and EASY AUTO REPAIR & TOWING, LLC and as the duly authorized representative of OCEAN AUTO SALES, LLC and EASY AUTO REPAIR & TOWING, LLC, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 2nd day of 2016. August, 2016

[Notary Public Signature]
Notary Public (signature)

Personally Known or Produced Identification [X]
Type of Identification Produced: [DL]

[Commissioned Name of Notary]
FOR THE OFFICE OF THE ATTORNEY GENERAL:

ACCEPTED this ___9th___ day of ___August___, 2016.

STEVEN GARD
SENIOR ASSISTANT ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS
1300 Riverplace Blvd., Ste. 405
Jacksonville, Florida 32207
(904) 348-2720

VICTORIA BUTLER
DIRECTOR
CONSUMER PROTECTION DIVISION
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 414-3600