

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

IN THE INVESTIGATION OF:

AG CASE NO. L13-3-1134

U.S. METAL BUILDINGS CORP., U.S. BUILDING SYSTEMS CORP. d/b/a U.S. BUILDINGS, INTERNATIONAL BUILDING SYSTEMS, LLC, INTERNATIONAL BUILDINGS, LLC, GARY RACK, ANTHONY RACK, and ADAM RACK,

Respondents

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 active Florida entities U.S. Metal Buildings Corp., International Buildings, LLC, GV Global Investment Holdings, LLLP, International Building Systems, LLC and the dissolved Florida entity, U.S. Buildings Systems Corp. d/b/a U.S. Buildings, and their respective officers and owners (collectively hereinafter, "Respondents" or "U.S. Metal").

2. U.S. Metal Buildings Corp. is a Florida corporation located at 1182 East Newport Center Drive, Deerfield Beach, Florida 33442.

3. International Buildings, LLC is a Florida limited liability company located at 1121 South Military Trail, #297, Deerfield Beach, Florida 33342.

4. GV Global Investment Holdings, LLLP is a Florida limited liability limited partnership located at 324 East Coconut Palm Road, Boca Raton, Florida 33432.

5. International Building Systems, LLC is a Florida limited liability company located at 1182 East Newport Center Drive, Deerfield Beach, Florida 33442.

6. U.S. Buildings Systems Corp. d/b/a U.S. Buildings is a dissolved Florida corporation which was located at 1182 East Newport Center Drive, Deerfield Beach, Florida 33442.

7. Gary Rack is the owner and president of U.S. Metal Buildings Corp. and International Building Systems, LLC, the former president of U.S. Buildings Systems Corp. d/b/a U.S. Buildings, and trustee of GV Global Investment Holdings, LLLP.

8. Anthony Rack is the vice president of International Buildings, LLC and former vice president of U.S. Buildings Systems Corp. d/b/a U.S. Buildings and U.S. Metal Buildings Corp.

9. Adam Rack is the vice president of U.S. Metal Buildings Corp.

10. 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 resolving, in its entirety, the Department's investigation in the instant matter, case number L13-3-1334. Respondents deny any liability and are entering into this AVC to avoid the time and expense of litigation.

11. 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.

I. STIPULATED DEFINITIONS & FACTS

12. 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 limitation, shall be considered in determining whether a statement, claim, term, 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 or conveyed electronically, that it is not buried on the back or bottom, in a hyperlink, or in unrelated information or placed on the page where a person would not think it 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, if it is oral, it is at an understandable pace in the same tone and volume as the sales offer;
- vi. Whether, it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;
- vii. Whether the language and terms used are commonly understood by the consumer in the context in which they are used;
- viii. Whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, text or other offers that compete for the attention of the consumer;
- ix. Whether, in advertising on the Internet, it is made on the same page as any other term, statement, claim or representation that it modifies, and not in a hyperlink;
- x. Whether the disclosure, term, condition or representation appears on the Internet on a co-registration order path in which numerous offers for various goods and services are represented to be free, and the consumer is required to accept a certain number of offers.

II. ALLEGATIONS

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

During the time frame beginning at least June, 1997 through the present, Respondents have engaged in the business of supplying steel buildings to consumers in Florida and throughout the United States primarily through internet advertising.

14. The Department investigated allegations that some of Respondents' sales practices violated Florida's Deceptive and Unfair Trade Practices Act, including Respondents' provision of misleading sales information concerning, among other things, cost, availability, and time of delivery of buildings to consumers, Respondents' use of high pressure sales tactics, Respondents' failure to deliver product as advertised, Respondents' refusal to cancel consumer orders upon request and to provide consumers a refund of deposit, Respondents' practice of providing false information to consumers which caused consumers to believe there was reason to immediately place a deposit or enter into a contract with Respondents when, in fact, no such reason existed, and Respondents' practice of aggressively collecting additional charges allegedly incurred by consumers as a result of cancellation. Respondents deny these allegations in their entirety.

15. Respondents became aware of the Department's formal investigation in April 2014. Since Respondents became aware of the Department's formal investigation, Respondents have cooperated fully and provided responsive documents and information pursuant to the terms of various subpoenas and supplemental requests to the satisfaction of the Department.

16. 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. Respondents deny the allegations contained in this AVC in their entirety.

III. COMPLIANCE

17. The following injunctive terms apply to Respondents, entities affiliated with Respondents, including those owned, managed, or controlled by Respondents, Respondents' representatives, agents, employees, successors, assigns, independent contractors and any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or by way of any corporate or other device:

- a. Shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes;
- b. Shall not falsely or misleadingly represent, shall not falsely or misleadingly omit or shall not falsely or misleadingly misrepresent any term or material fact in communication with consumers in order to facilitate a sale, including, but not limited to, information regarding the potential necessity of obtaining permits to erect the buildings, ease of set up or assembly of the buildings, the anticipated time of delivery of the buildings, and the potential need for concrete slabs or foundations to support the buildings, all of which are potential additional expenses that are unknowable to Respondents;
- c. Shall not falsely represent contract terms to consumers while marketing to consumers over the telephone, and then furnish written contracts to consumers which contain different terms;
- d. Shall clearly and conspicuously disclose all terms and conditions related to the sale of metal buildings prior to completion of any sale;
- e. Shall require a consumer's handwritten signature or electronic signature on the sales contract or agreement, which contract clearly and conspicuously outlines all terms and conditions to which the contract is subject, as well as the consumer's initials, handwritten or electronic, on each page of the contract or agreement;
- f. Shall advise consumers prior to completion of any sale that there may be potential additional expenses incurred in the construction of a steel building, due to the physical and/or regulatory environment of the proposed steel building site, and that such potential additional expenses, such as costs of constructing concrete slabs or foundations, costs of obtaining permits, taxes owed on the purchase, and

costs of hiring contractors or obtaining heavy equipment to facilitate assembly, and that such potential additional expenses are unknowable to Respondents;

- g. Shall require the consumer to specifically acknowledge in any sales contract or agreement that the consumer understands that potential additional expenses may be incurred in the construction of a steel building due to the physical and/or regulatory environment of the proposed steel building site, and that such potential additional expenses are unknowable to Respondents;
- h. Shall not provide consumers with any false information which may cause consumers to believe there is reason to immediately place a deposit or enter into a contract with Respondents when, in fact, no such reason exists;
- i. Shall not represent to consumers that buildings offered are being sold at a special or discounted price, or are available for sale only for a limited time unless there is objective inventory to support the subject promotion;
- j. Shall not falsely represent to consumers that buildings are set to be sold at auction;
- k. Shall not falsely represent to consumers that they will receive building plans, blueprints or sketches that are stamped, sealed or otherwise formally approved by licensed architects or engineers in connection with their contracts;
- l. Shall not provide consumers with building plans, blueprints or sketches which were not prepared specifically with respect to the particular building the consumer is contracted to purchase, unless such fact is clearly and conspicuously disclosed to consumers;
- m. Shall not unilaterally cancel consumer contracts without providing consumers with prior written notice of the Respondents' intention to cancel and reasons for cancellation and a five (5) business day period during which the consumer will be given the right to cure any deficiency;
- n. Shall be able to enforce and/or collect outstanding consumer invoices in accordance with relevant Florida and Federal law, but shall not utilize collection agencies to collect on such invoices;
- o. Shall not report consumers to credit agencies and/or credit bureaus in the event that consumers fail to pay outstanding invoices; and
- p. Shall respond to written consumer complaints within five (5) business days of receipt of such complaint. Within sixty (60) calendar days of receipt of such complaint, Respondents must either (1) fully resolve or settle consumer's complaint via a refund, contract modification, or otherwise or, (2) provide the consumer with a detailed explanation of facts explaining why resolution or settlement has not yet occurred or is not merited.

18. Respondents shall refund consumers the full amount of their initial deposit in the event that a consumer notifies Respondents in writing or by e-mail of the cancellation within three (3) business days of the contract's execution. For any cancellation which occurs after the expiration of the three (3) business day period, but before an order is placed by Respondents with the manufacturer of the building the consumer has contracted for, or before engineering for an individual consumer's customized order is drafted and sent to said individual consumer, or if cancellation is within (14) calendar days from the contract's execution, whichever is sooner, Respondents must refund consumers the amount of the consumer's initial deposit less any actual documented costs Respondents have expended in connection with performance of cancelling consumer's contract. Respondents shall clearly and conspicuously disclose these terms and conditions to consumers in their sales contracts.

19. Respondents shall also clearly and conspicuously disclose to consumers in their sales contracts their cancellation policy and any penalty for cancellations which occur after the cancellation periods outlined in Paragraphs 18 *supra*, such as forfeiture of the initial deposit. Respondents shall strictly comply with their cancellation policy and any penalty schedules.

20. Respondents shall honor the contracts of consumers who previously have signed written contracts with Respondents, whose contracts were canceled and still desire to purchase buildings from Respondents, pursuant to the original terms and conditions, as modified by the provisions of this AVC. This provision applies only to consumers who meet both of the following conditions:

- a. consumers who notify Respondents or the Department in writing of such request within ninety (90) calendar days of execution of this AVC, and

- b. consumers who do not choose to receive restitution from the Florida Office of the Attorney General, Department of Consumer Protection, in connection with the Department's investigation in the instant matter, case number L13-3-1334.

21. Within sixty (60) calendar days of the execution of this AVC, Respondents shall institute a system where all inventory not sold directly to consumers who initially placed the orders, such as stranded buildings or cancelled custom-ordered buildings, which are already manufactured or already in production, is tracked. The status of this inventory is to be reported regularly, but not less than daily, to management and employees or other individuals involved in direct marketing to consumers.

22. Within ninety (90) calendar days of the execution of this AVC, Respondents shall provide the Department with a sworn affidavit by a person with knowledge attesting to the establishment of the tracking system. The affidavit must include information regarding the operation of the tracking system, how inventory is monitored, in what manner and how often the status of the buildings is reported to management and employees or other individuals involved in direct marketing to consumers, and the name(s) of the person(s) responsible for overseeing the tracking system.

23. Respondents shall preserve and retain all relevant business and financial records relating to the tracking system and other information reasonably sufficient to establish compliance with the provisions of Paragraph 21 *supra* for two (2) years from the date of execution of this AVC, and shall provide access to such documents and information to the Department within fourteen (14) calendar days following receipt of any written request.

IV. BUSINESS RECORDS

24. 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 years from the date of this AVC, and shall provide access to such documents and information to the Department within fourteen (14) days following receipt of any written request.

V. CONSUMER RECORDS

25. Any personal or financial information of consumers in the custody, control or possession of Respondents shall be stored securely 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 in the care, custody or control of Respondents.

VI. NOTICE

26. Respondents' and their executive team shall ensure full compliance with this AVC by its managers, members, officers, directors, employees, agents, independent contractors or anyone else acting for or on behalf of Respondents. 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.

27. 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.

VII. MONETARY FUNDS

28. The parties agree that Respondents shall pay the sum of Five Hundred Thousand Dollars (\$500,000) to the Department in accordance with Section 501.207(6), Florida Statutes ("Monetary Funds"). The Monetary Funds shall be allocated at the discretion of the Department pursuant to Section 501.207(6), Florida Statutes. Respondents shall make the Monetary Funds payment according to the following schedule:

- a. Lump sum payment of Two Hundred Fifty Thousand Dollars (\$250,000), payable upon execution of this AVC;
- b. Payment of Fifty Thousand Dollars (\$50,000), payable on May 15, 2015;
- c. Payment of Fifty Thousand Dollars (\$50,000), payable on August 15, 2015;
- d. Payment of Fifty Thousand Dollars (\$50,000), payable on November 15, 2015;
- e. Payment of Fifty Thousand Dollars (\$50,000), payable on February 15, 2016; and
- f. Payment of Fifty Thousand Dollars (\$50,000), payable on May 15, 2016.

29. Payment to the Department of Legal Affairs shall be made by certified check payable to the Department of Legal Affairs, and shall be delivered to Gerald Johnson, Office of the Attorney General, The Capitol, PL-01, Tallahassee, FL 32399-1050, or by wire transfer as per the wiring instructions provided to the Respondents' counsel by the Department. The parties shall cooperate in effecting the transfer, including providing notice to the undersigned counsel when the wire is sent.

VIII. RESTITUTION

30. Given the nature and scope of this investigation, the parties agree restitution needs to be provided by Respondents. Through payment of Monetary Funds, Respondents shall contribute to the Department toward restitution. The Department reserves the right to seek restitution on behalf of consumers for any additional violations of the terms of this AVC for any

sales that occur after the execution of this AVC, and for any other violations of Florida Statutes 501.201 et seq. or any other applicable statutes that occur for sales after the execution of this AVC.

IX. COSTS AND ATTORNEYS' FEES

31. Through payment by Respondents of the Monetary Funds, the Department shall allocate the Monetary Funds, as it deems appropriate, towards the Department's attorneys' fees, costs and costs of investigation incurred in this matter, pursuant to Section 501.2105, Florida Statutes.

X. CIVIL PENALTIES

32. It is the Department's position, which Respondents deny, that pursuant to § 501.2075 and 501.2077, Fla. Stat., Respondents are liable for civil penalties in the amount of Five Million Eight Hundred Forty Five Thousand Dollars (\$5,845,000) as of the date of this AVC as a result of Respondents' violations of Chapter 501, Part II, Florida Statutes.

33. Subject to Respondents' full, complete and timely compliance with the terms of this AVC, the Department is expressly waiving, pursuant to this settlement and in consideration of the Respondents' performance hereunder, any and all civil penalties that would otherwise be due for the acts and/or practices at issue under Sections 501.2075 or 501.2077, Florida Statutes, of up to fifteen thousand Dollars (\$15,000) per violation.

34. In the event Respondents fail to satisfy the injunctive provisions of this AVC, the Department intends to seek civil penalties from Respondents for all past and future violations of Florida's Deceptive and Unfair Trade Practices Act and for violations of the terms of this AVC. Respondents reserve all defenses.

35. Respondents hereby agree and consent that in the event that Respondents fail to fully and timely perform the monetary obligations set forth in this AVC in Paragraph 28 *supra*,

with time being of the essence in all respects and upon two (2) business days notice to Respondents, and should there be an uncured default in payment by Respondents to Department, Respondents consent to and will not oppose or contest entry by a Court of competent jurisdiction of the Stipulated Order attached hereto as **Exhibit A** without the need of a hearing or submission of evidence and waive all defenses to a Court's entry of the same.

XI. FUTURE VIOLATIONS

36. 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 and any other legal or equitable relief as the court may deem appropriate.

37. The Department shall provide notice of default if the Department intends to investigate Respondents for a breach or violation of this AVC. Respondents shall have fourteen (14) calendar days from the date Respondents receive a notice of default or are otherwise notified by the Department to cure the material violation or breach (hereinafter referred to as the "cure period"). Should the material violation or breach not be cured within the cure period, then that shall constitute an uncured default under this AVC and entitle the Department to seek the remedies set forth in this AVC. Venue for any matter relating to or arising out of this AVC shall be in Broward County, Florida.

XII. EFFECTIVE DATE

38. The effective date of this AVC shall be the date of its execution and delivery by the Department. Acceptance by the Department shall be established by the signature of the Deputy Attorney General. 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.

XIII. MISCELLANEOUS

39. 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.

40. Notice to any of the parties to this AVC as may be required shall be made by certified mail and email 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:

Paul B. Ranis, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301
ranisp@gtlaw.com

To the Department:

Kristen Pesicek
Assistant Attorney General
Office of the Attorney General
110 Southeast 6th St., 10th Floor
Fort Lauderdale, FL 33301
kristen.pesicek@myfloridalegal.com

41. 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.

42. Notwithstanding any other provision of this Settlement Agreement, nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the Office of the Attorney General for the State of Florida.

43. It is a condition of each of the Department's and Respondents' obligations under this AVC that the other party has fully and timely performed all of its obligations previously due under this AVC.

44. 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.

45. 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.

46. 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 acting within the scope of my authority as corporate representative, and that by my signature I am binding the party/parties indicated to the terms and conditions of this AVC.

SIGNATURE PAGES FOLLOW ON SEPARATE PAGES

For Respondents:

U.S. METAL BUILDINGS CORP.

Signed: _____ 3-6-15

Its: President

By: Gary Rack

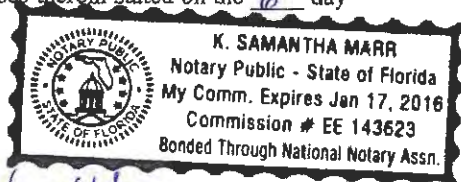
STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared GARY RACK of U.S. METAL BUILDINGS CORP., who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____

INTERNATIONAL BUILDINGS, LLC

Signed: _____ 3-6-15

Its: President

By: Gary Rack

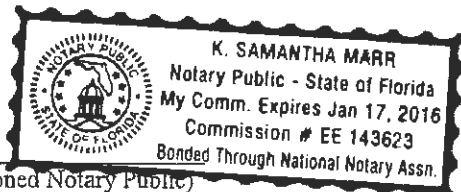
STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared GARY RACK of INTERNATIONAL BUILDINGS, LLC, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____

GV GLOBAL INVESTMENT HOLDINGS, LLLP

Signed: _____ 3-6-15
Its: Partner
By: Gary Rack

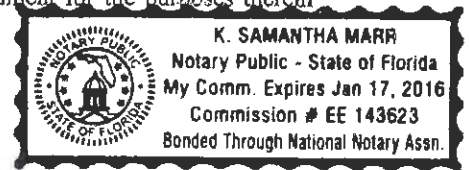
STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared GARY RACK of GV GLOBAL INVESTMENT HOLDINGS, LLLP, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____

INTERNATIONAL BUILDING SYSTEMS, LLC

Signed: _____ 3-6-15
Its: President
By: Gary Rack

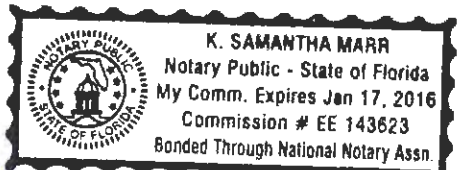
STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared GARY RACK of INTERNATIONAL BUILDING SYSTEMS, LLC, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____

WITNESSED:

Paul B. Ranis

Dated: 3/5/15

PAUL B. RANIS, ESQ.
Florida Bar No. 64408
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301
(954) 768-8239
(954) 759-5506 facsimile
ranisp@gtlaw.com

GARY RACK, Individually

[Signature]
Signed: _____ 3-6-15

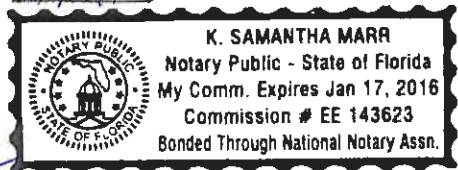
STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared GARY RACK, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____

ANTHONY RACK, Individually

Signed: Anthony Rack 3-6-15

STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

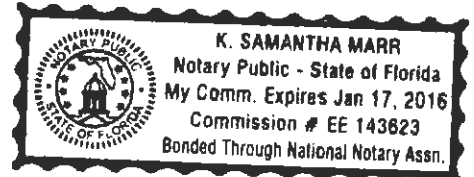
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared ANTHONY RACK, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

NOTARY PUBLIC

K. Samantha Marr
(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____



ADAM RACK, Individually

Signed: Adam Rack 3-6-15

STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

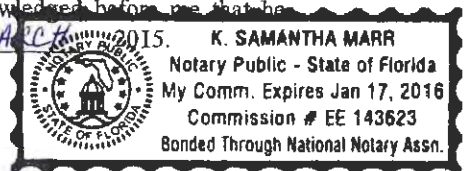
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, appeared ADAM RACK, who produced _____ as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 6 day of MARCH, 2015.

Subscribed to before me this 6 day of MARCH, 2015.

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Personally known or Produced Identification _____ (check one)
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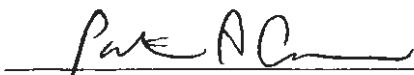


OFFICE OF THE ATTORNEY GENERAL



KRISTEN PESICEK
Florida Bar No. 109212
Assistant Attorney General
Consumer Protection Division
110 S.E. 6th Street, 9th Floor
Fort Lauderdale, FL 33301
(954) 712-4600
(954) 527-3708 facsimile
Kristen.Pesicek@myfloridalegal.com

Dated: 3/18/15



PATRICIA A. CONNORS
Deputy Attorney General
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 3/23/15