



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

IN THE INVESTIGATION OF:
VISION SECURITY LLC,

AGENCY FILE NO. L14-3-1091

RESPONDENT.

ASSURANCE OF VOLUNTARY COMPLIANCE
FOR VISION SECURITY LLC

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of VISION SECURITY LLC (hereafter corporately and alternately referred to as "RESPONDENT").

RESPONDENT agrees to enter into this Assurance of Voluntary Compliance (AVC), without an admission that it has violated the law in order to amicably resolve the Attorney General's investigation of RESPONDENT, pursuant to Agency Case No. L14-3-1091 and Section 501.207(6) of the Florida Statutes.

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The Attorney General, by the signature of her South Florida Bureau Chief, Consumer Protection Division, affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns **RESPONDENT** by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. ATTORNEY GENERAL'S ALLEGATIONS

1. Respondent, **VISION SECURITY, LLC**, is an active Foreign Limited Liability company established in the State of Florida in or around December 7, 2007.
2. **VISION SECURITY LLC**, initially conducted business in the State of Florida as **VISION ALARM, LLC**; however, on or about January 20, 2011, **VISION ALARM, LLC** began conducting business in the State of Florida solely under the name, **VISION SECURITY LLC**.
3. **VISION SECURITY, LLC's** principal place of business is located in Orem, Utah, and it is a Utah Domestic LLC which was established on or about March 14, 2006.
4. **VISION SECURITY, LLC** conducts business in the State of Utah as **ION HOME CONNECTED, VISION MARKETING, VISION ALARM, VISION SECURITY GROUP, INC, VISION SECURITY HOLDINGS, LLC** and **VISION HOME SECURITY**.
5. **VISION SECURITY, LLC** markets and sells residential and commercial burglar alarms to consumers in Florida and elsewhere throughout the United States independently and through third party sales companies and/or partners.
6. **VISION SECURITY, LLC** additionally provides monitoring services to residential and commercial burglar alarms to consumers in Florida and elsewhere throughout the United States, independently and through third party sales companies and/or partners such as **SECURITY**

NETWORKS, LLC, MONOTRONICS, ALARM.COM and 2GIG TECHNOLOGIES.

7. Beginning in or around at least 2010, the Office of the Attorney General for the State of Florida began receiving complaints from consumers who claimed that **VISION SECURITY LLC** induced consumers to enter into new service contracts with **VISION SECURITY LLC** by falsely claiming: 1) that it represented alarm companies other than **VISION SECURITY LLC**; 2) that the alarm companies that alleged that it was representing were going out of business or exiting the respective consumer's local market; 3) that **VISION SECURITY LLC** had purchased the consumer's account from the alarm companies that it alleged that it was representing; 4) that the consumer's current alarm system was outdated, unsafe and/or incapable of protecting consumers if a burglar cut the telephone lines leading into the consumer's home; and 5) that the consumer's system needed upgrading, which required that the consumer enter into a new service and monitoring contract with **VISION SECURITY LLC**.

8. The Office of the Attorney General additionally received complaints that consumers had difficulty legitimately cancelling contracts without penalties and that members of the military who received relocation orders were not allowed to cancel and/or transfer their contracts with **VISION SECURITY LLC**.

9. **RESPONDENT** denies any wrongdoing and makes no admission of any violation of Florida Statute 501, Part II, or any other law, statute or regulation of the State of Florida.

II. NON-MONETARY TERMS AND CONDITIONS

10. Respondent, **VISION SECURITY LLC**, agrees to suspend any and all sales activities within the State of Florida for a two-year period beginning on the date upon which the instant investigation is closed by the Office of the Attorney General.

11. Respondent, **VISION SECURITY LLC**, further agrees that should it again wish to conduct business in the State of Florida, at the end of the above-referenced two-year period, that it will conduct business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act and that **RESPONDENT**, its owners, agents, servants, employees, officers, managers, representatives, independent contractors, partners, subsidiaries, successors, assignees, transferees of the business or its assets and/or those acting in active concert with any of them, will adopt and adhere to the following business practices:

A. General Requirements

- a. No advertisements or other marketing tools shall falsely state or imply that **VISION SECURITY LLC** is representing any alarm company other than **VISION SECURITY LLC**.
- b. No advertisements or other marketing tools shall falsely state or imply that **VISION SECURITY LLC** is a representative of any other alarm company and/or is acting in any manner on behalf of or with the consent or approval of any alarm company other than **VISION SECURITY LLC**.
- c. No advertisements or other marketing tools shall falsely state or imply that **VISION SECURITY LLC** has acquired, merged with, taken over and/or is now affiliated with, or

part of, any alarm company other than **VISION SECURITY LLC**.

- d. **VISION SECURITY LLC** shall provide its representative with substantive and ongoing training concerning the requirements of this Assurance of Voluntary Compliance.
- e. No employee, subcontractor, third-party vendor, call center and/or any other person or entity marketing, offering and/or selling alarm services and monitoring agreements to consumers on behalf of **VISION SECURITY LLC** shall engage in and/or participate in any manner in sales tactics which violate any Florida statute

B. Sales Practices

- a. Employees and other representatives of **VISION SECURITY LLC** shall at all times wear some article of clothing, in addition to a photo identification badge which provides the representatives' first and last name, which states clearly and conspicuously that the individual is an employee or other representative of **VISION SECURITY LLC**.
- b. Employees and other representatives of **VISION SECURITY LLC** shall at all times drive vehicles to consumers' residences or businesses which clearly and conspicuously identify the vehicle as a business vehicle of **VISION SECURITY LLC**.
- c. Employees and other representatives of **VISION SECURITY LLC** shall immediately upon initial contact with consumer advise consumers that they are sales persons (or other similar titles); that they are not affiliated with the consumer's current alarm company; and they shall state the purpose of their visit (i.e., door-to-door solicitation of security alarm and/or monitoring agreements with **VISION SECURITY LLC**).
- d. No employee or other representative of **VISION SECURITY LLC** shall falsely state or imply that the employee or representative is a representative of any other alarm company

and/or is acting in any manner on behalf of, or with the consent or approval of, any alarm company other than **VISION SECURITY LLC**.

- e. No employee or other representative of **VISION SECURITY LLC** shall falsely state or imply to consumers that **VISION SECURITY LLC** has acquired, merged with, taken over and/or is now affiliated with, or part of, any alarm company or alarm equipment manufacturer.
- f. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that their current alarm systems are obsolete or need upgrading or updating for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.
- g. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that their current alarm systems are no longer being monitored by the company cited in the consumer's current monitoring service agreement for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.
- h. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that their home was specially selected to receive a security system from **VISION SECURITY LLC**.
- i. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that their home is located in a high-crime area or on a street or in a subdivision where a recent crime occurred.

- j. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that **VISION SECURITY LLC** has installed a specific number of security systems in consumers' subdivisions or on consumers' streets.
- k. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that **VISION SECURITY LLC** will cancel the consumers' contracts with alarm companies other than **VISION SECURITY LLC** for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.
- l. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that **VISION SECURITY LLC** will cancel or assist consumers in canceling their current service and/or monitoring agreements with alarm companies other than **VISION SECURITY LLC** for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.
- m. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that **VISION SECURITY LLC** will pay money to either consumers or consumers' current alarm company to cover the costs associated with consumers canceling their current service and/or monitoring agreements with alarm companies other than **VISION SECURITY LLC** for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.

- n. No employee or other representative of **VISION SECURITY LLC** shall falsely advise consumers that **VISION SECURITY LLC** is present at consumers' residence either on behalf of an alarm equipment manufacturer or in order to perform routine maintenance on equipment belonging to alarm companies other than **VISION SECURITY LLC** for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with **VISION SECURITY LLC**.
- o. **VISION SECURITY LLC** must permit consumers who have a legitimate basis for canceling service and/or monitoring agreements to cancel the service and/or monitoring agreements pursuant to the terms of the service and/or monitoring agreement.
- p. **VISION SECURITY LLC** must include terms in contracts for service and/or monitoring agreements which permit members of the military to cancel and/or to transfer their service and/or monitoring agreements upon providing proof to **VISION SECURITY LLC** that they have been transferred and/or deployed to another military location.
- q. Employees and other representatives of **VISION SECURITY LLC** must inform consumers verbally, at the time that consumers sign service and/or monitoring agreements of consumers' contract cancellation rights and may not either misrepresent in any manner consumers' cancellation rights or fail to honor the terms outlined in the "NOTICE OF CANCELLATION" detailed herein.
- r. Employees and other representatives of **VISION SECURITY LLC** must additionally furnish consumers with a fully completed receipt or copy of any contract pertaining to the sale or transaction at the time of its execution, which is in the same language used in the oral sales presentation which preceded the sale or transaction and which shows the date of

the sale or transaction and which contains the name and street address of the Seller, and the following statement in **bold, ten (10) point font type** in immediate proximity to the space reserved in the contract for consumers' signatures or on the front page of the receipt, if a contract is not used:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR A MORE DETAILED EXPLANATION OF YOUR CANCELLATION RIGHTS.

- s. Prior to providing the above "NOTICE OF CANCELLATION" to consumers, employees and other representatives of VISION SECURITY LLC must complete both copies of the "NOTICE OF CANCELLATION" by entering VISION SECURITY LLC'S name, address, date of the transaction and specific date, not earlier than the third business day following the date of the transaction, by which consumers must give notice of cancellation.
- t. Employees and other representatives of VISION SECURITY LLC must furnish consumers, at the time that consumers sign the sales contract or otherwise agree to buy goods or services from VISION SECURITY LLC, with a completed form in duplicate, captioned "NOTICE OF CANCELLATION" which shall be attached to the contract or

receipt and easily detachable, and which shall contain in ten (10) bold font type the following statement in the same language as that used in the contract:

NOTICE OF CANCELLATION

(Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS OF THE ABOVE DATE. NOTE, HOWEVER, IF YOU DO CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU ELECT, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, THEN YOU MAY EITHER RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. NOTE, HOWEVER, IF YOU FAIL TO EITHER MAKE THE GOODS AVAILABLE TO THE SELLER OR RETURN THE GOODS TO THE SELLER AFTER AGREEING TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, YOU MUST MAIL OR OTHERWISE DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO SELLERS' PLACE OF BUSINESS, NO LATER THAN MIDNIGHT OF

[Insert Date]

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C. Sales Verification Calls

- a. During Sales Verification Calls, employees and other representatives of **VISION SECURITY LLC** must inform consumers verbally of the consumers' right to cancel the sale within three (3) business days of the sale and must explain to consumers the exact procedure to be followed to cancel the sale.
- b. During Sales Verification Calls, employees and other representatives of **VISION SECURITY LLC** must inform consumers, if applicable, of the following:
 - 1. **VISION SECURITY LLC** is not affiliated with consumers' current alarm and/or monitoring company;
 - 2. Neither **VISION SECURITY LLC** nor its employees or other representatives can cancel or assist consumers' in canceling consumers' service or/monitoring agreements with their current alarm and/or monitoring company; and
 - 3. Neither **VISION SECURITY LLC** nor its representatives can pay money to either consumers or their current alarm and/or monitoring company to cover the costs associated with consumers canceling their service and/or monitoring agreements with consumers' current alarm company.

III. MONETARY TERMS AND CONDITIONS

12. Respondent, **VISION SECURITY LLC**, agrees to pay a total of **EIGHTEEN THOUSAND ONE HUNDRED THIRTY FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$18,134.84)** in current and future attorneys' fees, investigative fees and/or costs made payable by cashier's check or other certified funds to the "Legal Affairs Revolving Trust Fund" and deliverable at the time upon which **RESPONDENT** and its attorney affix their signatures to this

document and return it to the Office of the Attorney General.

13. The payment described above shall be paid as stated and shall be directed to the attention of Assistant Attorney General Carol E. A. DeGraffenreidt, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

14. Respondent, **VISION SECURITY LLC**, further agrees to resolve the complaints of each of the **forty (40) consumers** listed on the spreadsheet attached hereto as "Exhibit A", who are Florida consumers who have presented complaints against **RESPONDENT** to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida, and whose complaints may remain unresolved. Each of the above-referenced consumer complaints listed on the attached spreadsheet shall be resolved by **RESPONDENT** in full within **ninety (90)** of the date upon which this document is fully executed by all required Parties.

15. At the end of the above-referenced 90-day period, **RESPONDENT** agrees to present to the Office of the Attorney General a notarized statement attesting to the fact that each of the complaints in Exhibit A were resolved and to attach to the notarized statement a revised copy of the same spreadsheet which shall be labeled "AVC Spreadsheet" and which has a new entry and/or column next to the name of each consumer which confirms that each consumer complaint listed therein has been resolved and which additionally provides a clear, explanation as to the manner in which each consumer complaint was resolved.

16. To the extent that **RESPONDENT** has insufficient information upon which to resolve a complaint, counsel for **RESPONDENT** shall promptly, and within the above-stated period, notify **Financial Investigator Randi Shapiro**, at **(954) 712-4600** and/ or

randi.shapiro@myfloridalegal.com, so that she may determine if additional information is available to assist **RESPONDENT** in resolving a specific consumer complaint.

17. **“Resolved” shall include, but not be limited to: 1) cancellation of a consumer’s contract for alarm and/or monitoring services; and/or 2) any other alternative means of complaint resolution which was made to, and accepted by, a consumer in satisfaction of his/her complaint against RESPONDENT.**

18. **“Complaints” as used in this section refers to the consumer complaints listed in Exhibit A which the Attorney General represents are written requests for refunds, affidavits, correspondence, requests to cancel memberships and/or any other written communication which constitute a claim and were presented against RESPONDENT to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida.**

19. **The Parties agree that RESPONDENT shall not be responsible for the payment and/or resolution of any consumer complaints listed on the attached spreadsheet which are not valid complaints against RESPONDENT, which have already been resolved as defined herein and/or which do not relate to an actual customer of Respondent, VISION SECURITY LLC.**

20. **The Parties further agree that RESPONDENT shall not be responsible for any payments and/or refunds in excess of the amount actually paid by a complaining consumer to the Respondent, VISION SECURITY LLC.**

21. **RESPONDENT’S interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all Parties.**

IV. PENALTIES

22. Provided that Respondent, **VISION SECURITY LLC**, complies with the terms of this AVC, no civil penalties shall be sought against it or imposed hereunder for any conduct arising prior to the date of the execution of this AVC. However, in the event that **RESPONDENT** fails to comply with the terms and conditions of this AVC, then such action is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes. **RESPONDENT'S** failure to comply with the terms of the AVC may subject it to any and all civil penalties and sanctions authorized by law, including, but not limited to, up to **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** in penalties, attorney's fees and costs, and any other available relief permitted by law.

23. In the event that Respondent, **VISION SECURITY LLC**, fails to make any payment(s) required by the terms of this AVC within the time period provided by the AVC, then such non-payment shall constitute a material breach and default of the terms of the AVC.

24. Respondent, **VISION SECURITY LLC**, moreover consents to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the AVC, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

V. MISCELLANEOUS TERMS

25. Respondent, **VISION SECURITY LLC**, and its representatives, agents, employees, successors, assigns and/or any other person(s) acting under, by, through or on behalf of **RESPONDENT**, 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.

26. Respondent, **VISION SECURITY LLC**, shall further ensure that all of the terms and conditions of this AVC are known to its representatives, agents, employees, managers, officers, directors, assigns, successors and/or any other persons acting under, by, through or on their behalf.

27. Respondent, **VISION SECURITY LLC**, shall not implement 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 to avoid the obligations, terms and conditions set forth in this AVC.

28. Respondent, **VISION SECURITY LLC**, agrees to preserve and to retain all business records in its possession at the time of the execution of this document which are related to the consumers who are the subject of the instant litigation for a minimum of **two (2) years** from the **Effective Date of the AVC**.

29. Respondent, **VISION SECURITY LLC**, agrees to provide any such records requested by the Attorney General and/or make them available for inspection within **fourteen (14) business days** of **RESPONDENT'S** receipt of the request from the Attorney General.

30. Finally, Respondent, **VISION SECURITY LLC**, agrees to honor any request by the Attorney General to provide or to make available such records pursuant to a valid subpoena.

31. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against Respondent, **VISION SECURITY LLC**.

32. Similarly, nothing contained herein shall waive the right of Respondent, **VISION SECURITY LLC**, to assert lawful defenses in response to a consumer complaint.

33. Subject to the full and complete compliance with this AVC by Respondent, **VISION SECURITY LLC**, the Attorney General will waive civil penalties otherwise due for the acts and

practices which are the subject of the instant AVC, pursuant to Sections 501.2075 and/or 501.2077 of the Florida Statutes, that is, up to \$15,000 per violation, in consideration of **RESPONDENT'S** entry into this AVC.

34. Upon entry of this AVC, confirmation that all consumer complaints have been resolved as set forth in Paragraph 17 above and payment of all funds required by this AVC, the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of Respondent, **VISION SECURITY LLC**.

35. Notwithstanding any other provision of this AVC, the Parties acknowledge that any future violations of either this AVC or Florida law by **RESPONDENT** may subject **RESPONDENT** to additional and unrelated civil penalties and sanctions, as provided by law.

36. In the event that Respondent, **VISION SECURITY LLC**, violates any of the terms and conditions of this AVC, **RESPONDENT** shall pay reasonable attorney's fees and/or investigative costs which arise from the future violation and shall be subject to any additional remedies available by law.

37. Although the Parties jointly participated in the negotiation of the terms articulated in this AVC, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the AVC and/or its terms.

38. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Carol E. A. DeGraffenreidt
Assistant Attorney General - Economic Crimes
1515 North Flagler Drive # 900
West Palm Beach, FL 33401
Office Telephone Number: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic Mail Address: carol.degraffenreidt@myfloridalegal.com

AS TO THE RESPONDENTS:

Attorney Raymond B. Evanson
Evanson Weber, PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84083
Telephone No. (801) 753-8084
Facsimile No. (801)
Electronic Mail Address: brett@evansonweber.com

VII. EFFECTIVE DATE

39. The effective date of this AVC shall be the date of its execution and delivery by the Department of Legal Affairs. Acceptance by the Department of Legal Affairs shall be established by the signature of the South Florida Bureau Chief of the Consumer Protection Division. The receipt by the Department of Legal Affairs of any monies pursuant to the AVC does not constitute acceptance of the AVC by the Department of Legal Affairs, and any monies received shall be returned to RESPONDENT in the event that this AVC is not accepted and fully executed by the Department of Legal Affairs.

IN WITNESS WHEREOF, Respondent, **VISION SECURITY LLC**, has caused this Assurance of Voluntary Compliance 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.

PARTIES' SIGNATURES ON FOLLOWING PAGES

INITIALS gan

VISION SECURITY LLC

Agreed to and signed this 18 day of February, 2015, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the Owner/Principal Officer of **VISION SECURITY LLC**, and that by my signature I am binding **VISION SECURITY LLC**, to the terms and conditions of this AVC.

By: 
J. DANIEL NOBLE, OFFICER
VISION SECURITY LLC

STATE OF UTAH)
COUNTY OF UTAH)


BEFORE ME, this 19th day of February, 2015, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared **J. DANIEL NOBLE** who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Cherie Monahan
(print, type or stamp commissioned name of Notary Public)



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

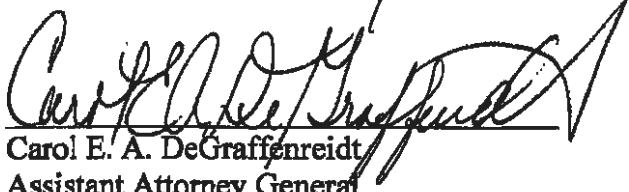
INITIALS 

Dr. Brett Evanson

Attorney Raymond B. Evanson
Evanson Weber, PLLC
2975 W. Executive Parkway, Suite 201
Lehi, UT 84083
Telephone No. (801) 753-8084
Facsimile No. (801)
Electronic Mail Address: brett@evansonweber.com

FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 3rd day of March, 2015



Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 3 day of March, 2015



Katherine A. Kiziah
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