

STATE OF NORTH DAKOTA

IN DISTRICT COURT

BURLEIGH COUNTY

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.
WAYNE STENEHJEM,
ATTORNEY GENERAL,

Civil No. _____

Petitioner,

**ASSURANCE OF
VOLUNTARY COMPLIANCE**

-vs-

SAFE HANDS TRANSFERS LLC; and
YVONNE BARKAS, Individually;

Respondents.

CPAT 100141.001

WHEREAS Wayne Stenehjem, Attorney General of the State of North Dakota (Attorney General), acts in the public interest pursuant to North Dakota Century Code (N.D.C.C.) ch. 51-15, (commonly known as the Consumer Fraud Law), (N.D.C.C.) ch. 51-04 (commonly known as the Transient Merchants Law), and (N.D.C.C.) ch. 51-18 (commonly known as the Home Solicitation Sales Law);

WHEREAS Yvonne Barkas is the principal owner of Safe Hands Transfers LLC, a Delaware limited liability company, and its principal place of business is located at 2 Ravinia Dr., Suite 500, Atlanta, Georgia 30346-2105;

WHEREAS Respondents are engaged in the business of soliciting and selling merchandise, as that term is defined in N.D.C.C. § 51-15-01, in the State of North Dakota, namely providing timeshare transfer services;

WHEREAS Respondents are not licensed as a Transient Merchant pursuant to N.D.C.C. ch. 51-04;

WHEREAS Petitioner alleges Respondents have engaged in sales activity in North Dakota without being licensed as a Transient Merchant and pursuant to N.D.C.C. ch. 51-04;

WHEREAS Petitioner alleges Respondents have conducted sales in North Dakota that are not in compliance with N.D.C.C. ch. 51-18 by, among other things, failing to provide consumers with an oral notice of a three (3) day right of cancellation, and consumers age sixty-five (65) years or older with oral and written notice of a fifteen (15) day right of cancellation;

WHEREAS the parties desire to settle this matter without litigation and without any admission of liability by Respondents.

NOW, THEREFORE, it is hereby agreed as follows:

1. This Assurance of Voluntary Compliance shall constitute the statutory Assurance of Discontinuance as provided in N.D.C.C. § 51-15-06.1. Nothing in this Assurance of Voluntary Compliance is intended to waive any rights or private remedies available to consumers.

2. Respondents, their agents, employees, representatives, assigns and all other persons in active concert or participation with them agree to not engage in any deceptive sales practices or make any false or misleading statements in connection with the advertisement or sale of merchandise, as that term is defined in N.D.C.C. ch. 51-15-01, in the state of North Dakota, including the sale of timeshare transfer services.

3. Respondents, their agents, employees, representatives, assigns and all other persons in active concert or participation with them agree to not engage in the advertisement or sale of merchandise, as that term is defined in N.D.C.C. ch. 51-15-01,

in the state of North Dakota, including the sale of timeshare transfer services, unless Respondents have a Transient Merchant's License pursuant to N.D.C.C. ch. 51-04.

4. Respondents, their agents, employees, representatives, assigns and all other persons in active concert or participation with it agree to comply with N.D.C.C. ch. 51-18, including, but not limited to, providing consumers with an oral and written notice of a three (3) day right of cancellation, and consumers age sixty-five (65) years or older with oral and written notice of a fifteen (15) day right of cancellation.

5. Respondents agree to provide, upon execution of this Assurance of Voluntary Compliance, all North Dakota consumers with the opportunity to cancel and receive a full refund for all sales that occurred prior to the execution of this agreement, whether or not the consumer's agreement is currently owned by Respondents or another business entity. Respondents shall provide consumers at least thirty (30) days after receipt of the notice to cancel the contracts. Respondents shall provide, via certified mail-retained receipt requested, notice to each consumer of the opportunity to cancel, pursuant to a letter and cancellation form approved by the Attorney General. Respondents shall make refunds within fourteen days after receipt of the consumer's cancellation and refund request. If Respondents do not receive a response from a consumer, they shall treat the consumer's lack of response the same as a request to cancel. Respondents agree to return any and all timeshare deeds to consumers whose agreements are canceled. Respondents, within forty-five (45) of executing this Assurance of Voluntary Compliance, will provide the Attorney General copies of any cancellation letters to consumers (including mail delivery receipts), copies of any cancellation letters received from consumers, and proof of any consumer refunds including the return of their timeshare deed.

6. The parties stipulate and agree that any North Dakota consumers that have not been properly refunded or disclosed by Respondents shall be subject to the relief provided herein. The parties stipulate and agree that the Attorney General can apply to the court to amend this Assurance of Voluntary Compliance in the event that there are North Dakota consumers that have not been provided the opportunity to cancel and receive a full refund or their timeshare deed.

7. Respondents shall pay the Attorney General the sum of Two Thousand and No/100 Dollars (\$2,000) in lieu of civil penalties for reimbursement of attorney's fees, investigations costs, and expenses. The Attorney General, however, will suspend One Thousand and No/100 Dollars (\$1,000) of Respondents' payment so long as Respondents fully comply with and satisfies the terms of this Assurance of Voluntary Compliance. Respondents' One Thousand and No/100 Dollars (\$1,000) payment shall be due upon execution of this agreement and shall be in the form of a check or money order payable to:

Office of Attorney General – North Dakota, and delivered to:

Michael C. Thompson
Assistant Attorney General
Consumer Protection & Antitrust Division
Office of Attorney General
Gateway Professional Center
1050 E. Interstate Ave., Suite 200
Bismarck, ND 58503-5574

8. In the event of a breach of this Assurance of Voluntary Compliance, the Attorney General may, without further notice to Respondents, make application to a State of North Dakota District Court to have the entire amount still owing under the Assurance of Voluntary Compliance entered as a formal judgment so it may be filed on

the judgment roll and docketed pursuant to North Dakota law. See N.D.C.C. §§ 28-20-11, 28-20-12 and 28-20-13.

9. Respondents agree they will comply with this Assurance of Voluntary Compliance and further acknowledges and agrees any violations of this Assurance of Voluntary Compliance shall be punishable as contempt of court pursuant to N.D.C.C. ch. 27-10. Further Respondents may be subject to all other civil penalties and sanctions provided by law, including attorney's fees. In addition, Respondents agree to pay a civil penalty of at least \$500 per violation for any violations of this Assurance of Voluntary Compliance, or any future violations of N.D.C.C. chs. 51-04 or 51-18; provided, however, the Attorney General shall not be precluded from seeking more than \$500 per violation, or any other remedies provided in North Dakota law.

10. If Respondents are adjudged in contempt of court for violations of this Assurance of Voluntary Compliance, adjudged in violation of this Assurance of Voluntary Compliance, or adjudged in violation of N.D.C.C. chs. 51-04 or 51-18, Respondents shall also be responsible for payment to the Attorney General for reasonable investigation costs, expenses, and attorney's fees.

11. Respondents represent the signer below is competent and fully authorized to act with respect to this matter. Respondents acknowledge it has been provided the opportunity to review with an attorney this Assurance of Voluntary Compliance, understands the implications and obligations imposed by it and has freely and willingly entered into this Assurance of Voluntary Compliance. Respondents further agree this Assurance of Voluntary Compliance may be approved by and filed with the District Court without any further notice or hearing. Respondents agree to and acknowledge the sufficiency of service by facsimile, and/or first-class mail at its last-known address, with

respect to any and all actions taken with regard to this Assurance of Voluntary Compliance. Signatures transmitted electronically or via facsimile by Respondents shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

Dated this 26 day of July, 2010.

SAFE HANDS TRANSFER LLC.

[Signature]

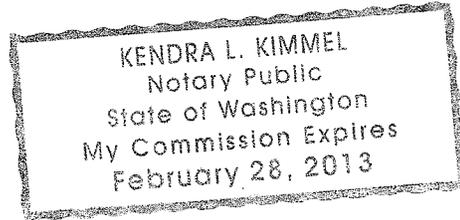
By: Yvonne Barkas
(print name)

Its: Member Manager
(title)

STATE OF WA)
COUNTY OF Thurston) ss

Subscribed and sworn to before me this
_____ day of July, 2010.

[Signature]
Notary Public

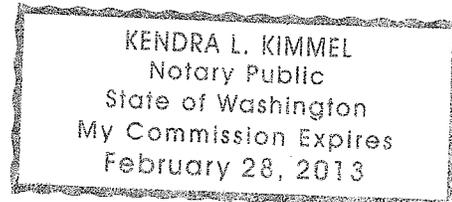


[Signature]
Yvonne Barkas

STATE OF WA)
COUNTY OF Thurston) ss

Subscribed and sworn to before me this
_____ day of July, 2010.

[Signature]
Notary Public

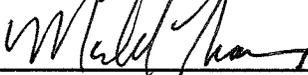


This Assurance of Voluntary Compliance is hereby received and accepted.

Dated this 9th day of August, 2010.

STATE OF NORTH DAKOTA

Wayne Stenehjem
Attorney General

By:  _____

Michael C. Thompson,
State ID No. 06550
Assistant Attorney General
Office of Attorney General
Consumer Protection & Antitrust Division
Gateway Professional Center
1050 E. Interstate Ave., Suite 200
Bismarck, ND 58503-5574
Telephone (701) 328-5570
Facsimile (701) 328-5568

Attorneys for Petitioner

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