

COPY  
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JUL 25 2007

THOMAS R. FALLQUIST  
SPOKANE COUNTY

STATE OF WASHINGTON  
SPOKANE COUNTY SUPERIOR COURT

07203302-0

In the matter of  
TITLEIST MEATS, LLC, a  
Washington limited liability  
corporation, RICHARD A.  
VECCHIO II, an individual, and  
TAMMI VECCHIO, an individual,

Respondents

ASSURANCE OF  
DISCONTINUANCE

1. GENERAL

1.1 This Assurance of Discontinuance ("Assurance") is between the Attorney General of the State of Washington, Titleist Meats, LLC, a Washington limited liability corporation, Tammi J. Vecchio, an individual, and Richard A. Vecchio II, an individual (each, a "Party", and collectively, the "Parties"), and shall be effective as of the date it is filed with the Spokane County Superior Court. Titleist Meats, Tammi J. Vecchio and Richard A. Vecchio II are sometimes collectively referred to as "Titleist."

1.2 This Assurance shall be binding on, and apply to, each of Titleist and their respective owners, directors, successors, assigns, transferees, officers, agents, partners, servants, employees, representatives, and all other persons acting in concert or participating with Titleist in the context of conducting Titleist's business.

1           1.3 Pursuant to the Washington Consumer Protection Act, RCW Ch. 19.86, the  
2 Attorney General has investigated Titleist's business practices concerning door to door marketing  
3 and sale of meats.

4           1.4 Titleist has voluntarily cooperated in the Attorney General's inquiry.

5           1.5 At this time, the Attorney General has determined to conclude his inquiry and  
6 Titleist has agreed to a set of practices regarding certain aspects of its business.

7           1.6 The Parties agree this Assurance does not constitute evidence or an admission by  
8 any Party regarding the existence or non-existence of any issue, fact, or violation of any law  
9 alleged by Washington.

10          1.7 Titleist recognizes and states that this Assurance is entered into voluntarily and  
11 that no promises, representations or threats have been made by the Attorney General's Office or  
12 any member, officer, agent or representative thereof to induce them to enter into this Assurance,  
13 except for the promises and representations provided herein.

14          1.8 Titleist further agree their payments made or due pursuant to this Assurance are  
15 not amenable to discharge in bankruptcy and they shall not seek or support their discharge in  
16 bankruptcy, nor oppose their being determined not amenable to discharge in bankruptcy.

17          1.9 Titleist further agree their payments made or due pursuant to this Assurance are  
18 not preferential transfers of assets and they shall not make nor support arguments to the contrary  
19 in bankruptcy court or elsewhere.

20  
21    2.    **BASIS OF THE ATTORNEY GENERAL'S INQUIRY**

22          2.1 The Attorney General commenced an investigation into Titleist's marketing and  
23 sales practices.

24          2.2 The Attorney General asserted, among other things, that Titleist failed to  
25 sufficiently disclose the refund and cancellation policies with respect to its door to door sales and  
26

1 otherwise failed to act as required by 16 CFR 429, the Rule Concerning Cooling-Off Period for  
2 Sales Made at Homes or at Certain Other Locations.

3 **3. SALES PRACTICES**

4 **3.1** The provisions of this Section 3 shall apply to Titleist and to their respective  
5 owners, directors, successors, assigns, transferees, officers, agents, partners, servants, employees  
6 and representatives, and all other persons or entities that act in concert or participate with Titleist.

7 **3.2** Titleist shall immediately provide to managers having responsibility for operations  
8 within the State of Washington a copy of a memorandum setting out the pertinent provisions of  
9 this Assurance.

10 **3.3** Titleist and their owners, directors, successors, assigns, transferees, officers,  
11 agents, partners, servants, employees, representatives, and all other persons acting in concert or  
12 participating with Titleist in the context of conducting Titleist's marketing and sales, shall not  
13 directly or indirectly engage in the following acts or practices in the State of Washington:

14 **a.** Failing to provide a buyer of any door to door sale with all notices,  
15 receipts, contracts or other documents and information, including but not limited to a  
16 fully completed receipt or copy of any contract pertaining to the sale, as required by 16  
17 CFR 429 and all other applicable regulations and statutes.

18 **b.** Failing to inform each buyer orally, at the time the buyer signs the  
19 contract or purchases the goods or services, of the buyer's right to cancel as required  
20 by 16 CFR 429 and all other applicable regulations and statutes.

21 **c.** Misrepresenting in any manner the buyer's right to cancel or any other  
22 material term or condition of a sale, including but not limited to guarantees, rebates or  
23 refund policies.

24 **d.** Failing to clearly and conspicuously disclose material limitations of any  
25 offer, guarantee, cancellation policy, refund policy or any other material term or  
26

1 condition of a sale at the time the sale terms are discussed or if a written offer of sale  
2 in reasonable proximity to the language it modifies.

3 e. Failing to abide by the requirements of 16 CFR 429 as applicable and  
4 all other applicable regulations and statutes.

5 f. Failing to respond in good faith to buyers' requests for refunds, requests  
6 to cancel, complaints or inquiries, and to offer to resolve the matter in good faith where  
7 appropriate.

8 **4. ATTORNEY'S FEES AND COSTS**

9 **4.1** Pursuant to RCW 19.86.080, Washington shall recover and Titleist shall pay the  
10 costs and reasonable attorneys' fees incurred by Washington in pursuing this matter in the amount  
11 of \$2,500 pursuant to Section 5 of this Assurance.

12 **4.2** If not paid when due, interest will accrue on any unpaid balance of attorneys' fees  
13 and costs at the rate of twelve percent (12%) per annum.

14 **4.3** In any successful action to enforce this Assurance against Titleist, Titleist shall  
15 bear Washington's reasonable costs, including reasonable attorneys' fees.

16 **5. TERMS OF PAYMENT**

17 **5.1** Titleist shall pay a total of \$2,500, payable in twelve consecutive monthly  
18 payments of \$208.33 with the first payment due on or before July 15, 2007, or at such other times  
19 as agreed to by Washington in writing.

20 **5.2** Titleist shall make all payments to Washington by one or more check payable to  
21 the Attorney General - State of Washington, and shall be mailed or delivered to the Office of the  
22 Attorney General, Consumer Protection Division, 800 5<sup>th</sup> Avenue, Suite 2000, Seattle,  
23 Washington, 98164-1012 Attention: Cynthia Lockridge, unless otherwise agreed to in writing by  
24 Washington.

25 **5.3** Titleist's failure to timely make a payment, without written agreement by  
26 Washington, shall be a material breach of this Assurance.

1     **6.     ENFORCEMENT**

2           **6.1**     Under no circumstances shall this Assurance, or the name of the State of  
3 Washington, the Office of the Attorney General, the Consumer Protection Division or any of their  
4 employees or representatives be used by Titleist or any of their owners, directors, successors,  
5 assigns, transferees, officers, agents, servants, employees, representatives, and all other persons  
6 acting in concert or participating with Titleist, in connection with any selling, advertising, or  
7 promotion of products or services, or as an endorsement or approval of Titleist's acts, practices or  
8 conduct of business.

9           **6.2**     Washington shall be permitted, upon thirty (30) days' advance notice to Titleist,  
10 to access, inspect and/or copy, pursuant to RCW 19.86.110, all relevant and non-privileged  
11 business records or documents in possession, custody or under control of Titleist to monitor  
12 compliance with this Assurance, provided that the inspection and copying shall be done in such  
13 a way as to avoid unreasonable disruption of Titleist's business activities.

14           **6.3**     Washington shall be permitted to question Titleist or any officer, director, agent  
15 or employee of Titleist by deposition, pursuant to the provisions of RCW 19.86, to monitor  
16 compliance with this Assurance.

17           **6.4**     Titleist shall provide Washington with notice of all complaints it receives from  
18 Washington residents for a period of one year from the date this Assurance is entered by the  
19 court and copies of all documents that memorialize Titleist's response to each of the  
20 complaints. Failure to do so is a material breach of this Assurance.

21           **6.5**     Nothing in this Assurance shall be construed to limit or bar any other  
22 governmental entity or person from pursuing other available remedies against Titleist or any  
23 other person.

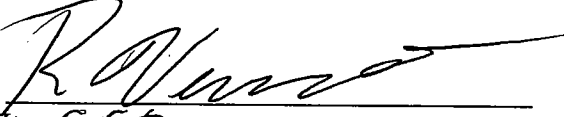
24           **6.6**     Jurisdiction is retained by this court for the purpose of enabling any Party to this  
25 Assurance to apply to the court for enforcement of or compliance with this Assurance, to  
26 punish violations thereof or clarify the terms of this Assurance.





1 APPROVED:

2 TITLEIST MEATS, LLC

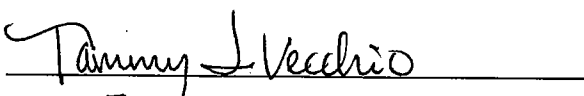
3 By: 

4 Its CEO

5 Dated: 7/13/07

7 APPROVED:

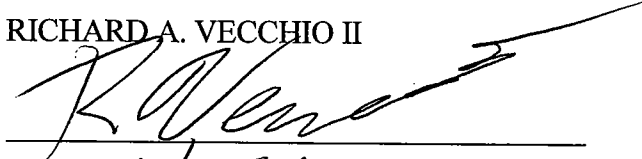
8 TAMMY J. VECCHIO

9 

10 Dated: 7/13/07

14 APPROVED:

15 RICHARD A. VECCHIO II

16 

17 Dated: 7/13/07