

1 EXPEDITE
2 No Hearing Set
3 Hearing is Set
4 Date:
5 Time:
6 (Exparte)

7 **STATE OF WASHINGTON**
8 **THURSTON COUNTY SUPERIOR COURT**

9 **In Re the Matter of:**

10 VITO ENTERPRISES, U.S., LTD.,
11 d/b/a West Prairie Village, LLC,

12 **Respondents.**

NO.

**ASSURANCE OF
DISCONTINUANCE**

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15 **1. GENERAL**

16 **1.1** This Assurance of Discontinuance (“Assurance”) is between the Attorney General
17 of the State of Washington and Vito Enterprises, U.S., LTD., and West Prairie Village, LLC
18 (Respondents), and shall be effective the date it is filed with the Thurston County Superior Court.

19 **1.2** This Assurance shall be binding on, and apply to, Respondents and their owners,
20 directors, successors, assigns, transferees, officers, agents, partners, servants, employees,
21 representatives, and all other persons acting in concert or participating with Respondents in the
22 context of conducting Respondents’ business.

23 **1.3** Pursuant to the Washington Consumer Protection Act, RCW 19.86, the Attorney
24 General has investigated Respondents’ business practices concerning the selling of
25 manufactured/mobile homes.
26

1 **1.4** Respondents voluntarily cooperated in the Attorney General's inquiry.

2 **1.5** At this time, the Attorney General has determined to conclude his inquiry and
3 Respondents agree to a set of practices regarding certain aspects of their business.

4 **1.6** The Parties agree this Assurance does not constitute evidence or an admission by
5 any Party regarding the existence or non-existence of any issue, fact, or violation of any law
6 alleged by Washington.

7 **1.7** Respondents recognize and state that this Assurance is entered into voluntarily and
8 that no promises, representations or threats have been made by the Attorney General's Office or
9 any member, officer, agent or representative thereof to induce them to enter into this Assurance,
10 except for the promises and representations provided herein.

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12 **2. BASIS OF THE ATTORNEY GENERAL'S INQUIRY**

13 **2.1** The Attorney General commenced an investigation into Respondents' marketing
14 and sales practices.

15 **2.2** The Attorney General asserted, among other things, that Respondents have
16 violated the Consumer Protection Act, RCW 19.86.020, by failing to timely transfer ownership
17 upon sale of a mobile or manufactured home and adding a five (5) year term to the purchase
18 contract without defining or disclosing the meaning of the term to the purchaser.

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20 **3. SALES PRACTICES**

21 **3.1** The provisions of this Section 3 shall apply to Respondents and to their respective
22 owners, directors, successors, assigns, transferees, officers, agents, partners, servants, employees
23 and representatives, and all other persons or entities that act in concert or participate with
24 Respondents.

25 **3.2** Respondents and their owners, directors, successors, assigns, transferees,
26 officers, agents, partners, servants, employees, representatives, salespersons and all other

1 persons acting in concert or participating with Respondents in the context of conducting
2 Respondents' marketing and sales, shall not directly or indirectly engage in the following
3 unfair or deceptive acts or practices in the State of Washington:

4 a. Failing to comply with RCW 46.12.105 by failing to pay excise tax and
5 timely transfer ownership of the mobile home when sold; and

6 b. Misrepresenting, directly or by implication, the terms of the Purchase
7 Note by using unclear and undefined terms.

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

10 4.1 Pursuant to RCW 19.86.080, Washington shall recover and Respondents shall pay
11 the costs and reasonable attorneys' fees incurred by Washington in pursuing this matter in the
12 amount of \$14,500.00.

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

15 4.3 The costs and fees in the amount of \$14,500.00 are to be paid in full, on or before
16 August 10, 2009. Respondents shall pay by check payable to the Attorney General - State of
17 Washington, and timely mail or deliver the check to the Office of the Attorney General,
18 Consumer Protection Division, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104-3188
19 Attention: Cynthia Lockridge, unless otherwise agreed to in writing by Washington.

20 4.4 In any successful action to enforce this Assurance against Respondents,
21 Respondents shall bear Washington's reasonable costs, including reasonable attorneys' fees.

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23 **5. ENFORCEMENT**

24 5.1 This Assurance shall not be considered an admission of violation of the
25 Consumer Protection Act, RCW 19.86, or any other statute for any purpose, but failure to
26 comply with this Assurance shall be *prima facie* evidence of violations of RCW 19.86.020 and

1 raise the possibility of imposition by the court of injunctions, restitution, civil penalties of up to
2 \$2,000.00 per violation, and an award of costs including reasonable attorneys' fees.

3 **5.2** Under no circumstances shall this Assurance, or the name of the State of
4 Washington, the Office of the Attorney General, the Consumer Protection Division, or any of
5 their employees or representatives be used by Respondents or any of their owners, directors,
6 successors, assigns, transferees, officers, agents, servants, employees, representatives, and all
7 other persons acting in concert or participating with Respondents, in connection with any
8 selling, advertising, or promotion of products or services, or as an endorsement or approval of
9 Respondents' acts, practices or conduct of business.

10 **5.3** Washington shall be permitted, upon thirty (30) days' advance notice to
11 Respondents, to access, inspect, and/or copy, pursuant to RCW 19.86.110, all relevant and
12 non-privileged business records or documents in possession, custody or under control of
13 Respondents to monitor compliance with this Assurance, provided that the inspection and
14 copying shall be done in such a way as to avoid unreasonable disruption of Respondents'
15 business activities.

16 **5.4** Washington shall be permitted to question Respondents or any officer, director,
17 agent or employee of Respondents by deposition, pursuant to the provisions of RCW
18 19.86.110, to monitor compliance with this Assurance.

19 **5.5** Nothing in this Assurance shall be construed to limit or bar any other
20 governmental entity or person from pursuing other available remedies against Respondents or
21 any other person.

22 **5.6** Jurisdiction is retained by this court for the purpose of enabling any party to this
23 Assurance to apply to the court for enforcement of or compliance with this Assurance, to
24 punish violations thereof or clarify the terms of this Assurance.

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