

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

**GLOBAL FINANCIAL SUPPORT, INC.,**  
dba Student Financial Resource Center,  
and formerly dba College Financial Advisory,

and

**ARMOND ARIA,**

Respondents.

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The office of the Iowa Attorney General and the above-named Respondents hereby agree as follows:

This Assurance of Voluntary Compliance ("Assurance") constitutes a full and final resolution of any and all claims by the Iowa Attorney General against Respondent for alleged violations of the Iowa Consumer Fraud Act, Iowa Code § 714.16 ("CFA") that occurred or may have occurred prior to the effective date of this Assurance and that were raised by the Attorney General in the investigation and/or resolution of this matter.

Nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondents expressly deny. No part of this Assurance constitutes or shall be deemed to constitute an admission by Respondents that they have ever engaged in any conduct proscribed by this Assurance or failed to comply with any federal or state statute or regulation or the common law, and no payment required by this Assurance shall be deemed a penalty. This Assurance shall take effect when the last signature below is added (the "Effective Date").

**IT IS THEREFORE AGREED** that Respondents, whether (as appropriate) through principals, employees, agents, servants, representatives, subsidiaries, affiliates, successors, or assigns, shall refrain as of the Effective Date from the lease, sale, advertisement, or other marketing of any nature of any merchandise (as defined at Iowa Code § 714.16(1)(i)) to Iowa residents or from an Iowa location.

**IT IS FURTHER AGREED** that Respondents shall provide a prompt refund of any previously-unrefunded payment made to Global Financial Support, Inc. (or a dba thereof) to any Iowa resident who made such a payment and requests a refund, whether the request is communicated directly to a Respondent or is channeled through the Attorney General's office; provided further that an Iowa resident requesting such a refund need provide reasonable proof of payment if and only if records reasonably accessible to either Respondent do not reflect the payment in question having been made.

**IT IS FURTHER AGREED** that Respondents shall refrain from selling, renting, sharing, transferring, making available for use by others, or making any use whatsoever of the names and/or other identifying or personal information of persons with Iowa addresses who previously responded to solicitations from Global Financial Support, Inc., or one of its dba's.

**IT IS FURTHER AGREED** that Respondents shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance and/or for information relating to possible refunds to customers.

**IT IS FURTHER AGREED** that nothing herein shall be interpreted to create any private right of action for consumers that would not otherwise exist, nor to diminish any rights or remedial

options available to consumers that would otherwise exist (except as necessary to prevent double recovery by an individual consumer).

**IT IS FURTHER AGREED** that, in addition to whatever other legal remedies may be available, a material violation of this Assurance constitutes a violation of the Consumer Fraud Act, Iowa Code § 714.16 (2015) (CFA), and each such violation by a Respondent of this Assurance, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to the remedies provided in the CFA, as determined by the court.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, Respondents pay to the Attorney General \$25,000.00, in the manner instructed by the Attorney General, such sum to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16C, provided however that this sum may be paid one-half at or before the effective date of this Assurance, and one-half within ninety (90) days thereafter.

The undersigned who have the authority to consent and sign on behalf of Respondent and the Attorney General of Iowa hereby consent to the form and contents of this Assurance.

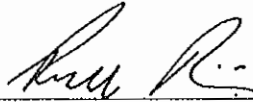
Date: 10/08/2015

CEO. Armond Aria  
Global Financial Support, Inc.  
dba Student Financial Resource Center,  
and formerly dba College Financial  
Advisory, by Armond Aria - CEO

Date: 10/08/2015

Armond Aria  
Armond Aria

Date: 10-08-15



Russell F.A. Riviere, Esq.  
Olins Riviere Coates and Bagula, LLP  
Attorney for Respondents

Date: 10-15-15



Steve St. Clair  
Assistant Iowa Attorney General