
IN RE: A1 Quality Tire & Car Service,)
Inc., dba A1 Used Cars) ASSURANCE OF DISCONTINUANCE
)
)

ASSURANCE OF DISCONTINUANCE

This Assurance is given by A-1 Quality Tire & Car Service, Inc. doing business as A1 Used Cars (hereinafter "A1") and accepted by the State of Iowa, pursuant to Section 537.6109 of the Iowa Consumer Credit Code. This Assurance shall be binding on A1 and the officers, employees, agents, and assigns of A1. A1 agrees to enter into this Assurance in order to resolve this matter and all matters detailed below. A1 further agrees to comply in all respects with the Iowa Consumer Credit Code (hereafter the "ICCC").

The State alleges that A1 has failed to comply with the provisions of the ICCC. Specifically, the State alleges that A1 has repeatedly charged consumers a finance charge in excess of the legal usury limited mandated by the Iowa Code, the ICCC, and Iowa Code § 322.19.

A-1 agrees to refund the difference between the finance charge they imposed on consumers and the legally allowed finance charge. The refund may take the form of a check or an offset against money the consumer owes A-1. Within thirty days of signing this Assurance A-1 will provide proof of refund to the State by sending copies of the checks mailed to consumers or copies of the consumer's account showing the amount being forgiven as an offset; at this time A-1 will also provide the State updated contact

information including name, phone number, and address for the consumers entitled to a refund.

The State further alleges that A1 is a creditor engaged in the business of consumer credit transactions, specifically consumer credit sales regarding motor vehicles. The State alleges that A1 failed to file creditor notification with this office and pay fees, pursuant to Iowa Code §§ 537.6201 through 537.6203.

A1 agrees to immediately submit the proper forms notifying this office that it is a creditor engaged in the business of consumer credit transactions. A1 will pay fees and late fees for the past two years it has done business. A1 further agrees that for every year in the future that A1 is a creditor engaged in the business of consumer credit transactions A1 will timely notify this office and pay fees pursuant to Iowa Code §§ 537.6201 through 537.6203.

Finally, three months after the signing of this Assurance, A-1 will send the State a copy of all the documents involved in its ten most recent consumer credit transactions that were financed by A-1.

FOR THE STATE OF IOWA
THOMAS J. MILLER, ATTORNEY GENERAL

By: Jessica Whitney
Jessica Whitney
Assistant Attorney General
Deputy Administrator-Consumer Credit Code
1305 E. Walnut St.
Des Moines, IA 50319
(515)281-5926

Subscribed and sworn to before me by the above-named individual on the 9th day of March, 2012.

Anna M. Cimino
NOTARY PUBLIC



FOR A1 QUALITY TIRE & CAR SERVICE, INC.

By: John A. Wiemers JOHN WIEMERS
President, A1 QUALITY TIRE & CAR
SERVICE, INC.

Subscribed and sworn to before me by the above-named individual on the

7 day of March, 2012.

Tammy S. Dietz
NOTARY PUBLIC

