

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Global Travel International, Inc.,

Respondent.

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The undersigned state and agree as follows:

1. The State of Iowa *ex rel.* Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with Global Travel International, Inc. ("GTI" or "Respondent") to resolve the Attorney General's concerns regarding Respondent's compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL"), and Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"). Hereinafter, "Membership Programs" refers to any Buying Club Membership programs as defined in the BCL, including but not limited to Valu-Pass, Journey Pass, and Go Shop and Save.

2. Respondent has agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry into Respondent's advertising and marketing of membership programs in Iowa. Respondent is entering into this Assurance solely for the purposes of settlement and 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 Respondent denies.

3. The Effective Date of this Assurance is the date of the last signature below.

**IT IS THEREFORE AGREED** that Respondent and Respondent's employees, successors and assigns shall cease enrolling consumers residing in the State of Iowa in any Membership Programs as of the effective date of this Assurance.

**IT IS FURTHER AGREED** that Respondent and Respondent's employees, successors, and assigns shall immediately cease billing Iowa residents for enrollments in any Membership Program that occurred at any time prior to the effective date of this Assurance.

**IT IS FURTHER AGREED** that Respondent and Respondent's employees, successors, and assigns shall cease any advertising and marketing to consumers residing in the State of Iowa of any other merchandise, as defined at Iowa Code § 714.16(1)(i). To the extent some mode of solicitation cannot reasonably be adjusted to avoid Iowa, Respondent shall ensure both that Iowans receive due notice prior to enrolling that the solicitation is not applicable to Iowa consumers, and that no Iowa transactions are consummated through completed sales or otherwise.

**IT IS FURTHER AGREED** that Respondent pay to the State of Iowa the sum of \$44,706.29, to be applied by the Attorney General in its discretion to making full or partial payments to Iowa consumers of amounts they spent for a membership program, to the extent payment in full for such amounts has not previously been made, pursuant to the BCL and the CFA (Iowa Code § 714.16(7)). At least one-half such amount shall be paid within five (5) days following the Effective Date, and the remainder within thirty (30) days thereafter. Respondent agrees to cooperate with reasonable requests from the Attorney General for last known contact information (full name, mailing or billing address, email address, and telephone number) and prior payment and refund information for Iowa residents in connection with efforts to effect such payments. To the extent that consumers eligible for payments cannot be located through reasonable efforts, the money that is not paid to consumers shall be retained by the Attorney General to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7), and shall be deposited into the fund created by Iowa Code § 714.16A (2013). No part of this payment shall be deemed a penalty of any kind. This payment to the Attorney General for distribution to Iowa consumers for amounts spent for program memberships shall not affect Respondent's established

pre-Assurance policy regarding consumer-requested refunds or payments as it applies to Iowans, which policy the Attorney General neither approves nor disapproves. This requirement shall not be interpreted to limit in any way refunds or payments to consumers by Respondent in circumstances in which a refund or payment is not expressly required.

**IT IS FURTHER AGREED** that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this Assurance are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law; provided however that if the Attorney General believes a violation of this Assurance has occurred and wishes to bring an enforcement action based on the violation, the Attorney General shall first notify Respondent and provide Respondent thirty (30) days within which to address the Attorney General's concerns and obviate the enforcement action.

**IT IS FURTHER AGREED** that Respondent shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance.

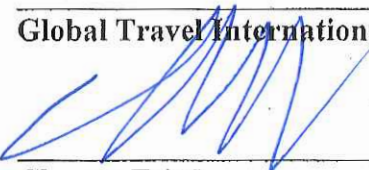
**IT IS FURTHER AGREED** that this Assurance constitutes a complete settlement and release by the State of Iowa of all claims for violation of the BCL and/or CFA arising out of the advertising, marketing or sale by Respondent of membership programs to consumers residing in the State of Iowa that arose before the Effective Date and that were asserted by the Attorney General against Respondent. Releasees include Respondent and Respondent's employees, successors, and assigns.

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.

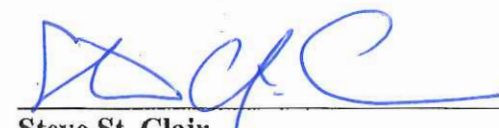
Date: April 1, 2015

  
As CEO  
Global Travel International, Inc.

Date: 4/3/15

  
Clayton Friedman  
Attorney for Respondent

Date: 4/6/15

  
Steve St. Clair  
Assistant Attorney General