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IN RE: Goldy's Auto  
304 North Court Street  
Ottumwa, Iowa 52501

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) ASSURANCE OF DISCONTINUANCE  
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**ASSURANCE OF DISCONTINUANCE**

This Assurance is given by Goldy's Auto (hereinafter "Goldy's"), and accepted by the State of Iowa (hereinafter "the State"), pursuant to § 537.6109 of the Iowa Consumer Credit Code. This Assurance shall be binding on Goldy's, and the officers, employees, agents, and assigns of Goldy's. Goldy's agrees to enter into this Assurance in order to resolve this matter and all matters detailed below. Goldy's further agrees to comply in all respects with the Iowa Consumer Credit Code (hereafter the "ICCC").

The State alleges that Goldy's violated Iowa Code § 537.1107 by attempting to have consumers to waive the right to a Notice of Right to Cure prior to repossession through signing a document that purported to waive that right. Goldy's agrees to reform all of its existing and future contracts to exclude any attempt to waive a consumer's rights protected by any section of the Iowa Code, including but not limited to discontinuing use of any documents that purport to waive the rights given to consumers under the ICCC. Goldy's also agrees to, within 30 days of signing this Assurance, provide the State with a list of all contracts reformed. This list shall include the name, address, and contact information of the consumers whose contracts were reformed to exclude the above mentioned waiver as well as the VIN of the vehicle that coincides with the contract for

each consumer listed; Goldy's will also attach to that list a sample of its reformed contract.

The State also alleges that Goldy's has failed to comply with Iowa Code §§ 537.5110-.5111 by failing to provide consumers with a proper Notice of Right to Cure. Repossessing vehicles without providing a proper Notice of Right to Cure is a serious violation. All repossessions made without providing a proper Notice of Right to Cure are illegal repossessions. Goldy's agrees to reform its practices to come into compliance with Iowa Code §§ 537.5110-.5111 by providing consumers with a Notice of Right to Cure after default has occurred and before repossession. This notice must describe the alleged default, the steps that must be taken to cure the default and allow the consumer twenty days to correct the default before repossession can occur.

Goldy's further agrees to resolve its outstanding consumer complaint by refunding the consumer's down payment and total of payments made, as well as forgive any other indebtedness related to that consumer's transaction. Goldy's also agrees to forgive any outstanding balance/money owed for any consumer who has had his/her vehicle repossessed in the past two years without being provided a proper Notice of Right to Cure. Goldy's also agrees that it will refund the amounts paid after repossession by every consumer who has had his/her vehicle repossessed without receiving a proper Notice of Right to Cure and has paid the charges incurred by that repossession. These refunds will be made within sixty (60) days of receipt of this Assurance. Goldy's will provide the State with a list of all consumers to whom refunds are made; this list shall include the consumer's name, contact information, and VIN of the vehicle associated with the refund. Photocopies of all refund checks should also be attached to this list. If

Goldy's cannot locate any consumer, that consumer's refund, name, and contact information shall be provided to the state; the state will attempt to locate the consumer for six (6) months to make the refund, if the State cannot locate the consumer within six (6) months, the refund will go into the Consumer Litigation Fund.

The State also alleges that Goldy's is a creditor engaged in the business of consumer credit transactions, See Iowa Code §§ 537.1301(12), (18), specifically consumer credit sales regarding motor vehicles. The State alleges that Goldy's failed to file creditor notification with this office and pay fees, violating Iowa Code §§ 537.6201-.6203.

Goldy's also agrees to immediately submit the proper forms notifying this office that it is a creditor engaged in the business of consumer credit transactions. Goldy's will pay fees and late fees for the past two years it has done business. Goldy's, pursuant to Iowa Code § 537.6203, will pay the required \$10 annual fee; an additional \$10 for each \$100,000 of outstanding consumer credit; and a \$25 late fee. These fees need to be paid for each of the last two years, pursuant to Iowa Code §§ 537.6201-.6203.

Goldy's further agrees that for every year in the future that Goldy's is a creditor engaged in the business of consumer credit transactions Goldy's will timely notify this office and pay fees pursuant to Iowa Code §§ 537.6201 through 537.6203.

Finally, thirty days after the execution of this Assurance, Goldy's agrees to send the State copies of all the documents involved in its five most recent credit transactions.

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

4th day of September, 2012.

John J. Canino  
NOTARY PUBLIC



FOR GOLDY'S

By: M. M. M.  
President or Owner, GOLDY'S

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

28th day of August, 2012.

Mary Strunk  
NOTARY PUBLIC



Mary R. Strunk  
Commission Number 760383  
My Commission Expires  
1-28-13