
IN RE: Jones Enterprise and Repair, Inc.) ASSURANCE OF DISCONTINUANCE

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ASSURANCE OF DISCONTINUANCE

This Assurance is given by Jones Enterprise and Repair, Inc. and accepted by the State of Iowa, pursuant to Section 537.6109 of the Iowa Consumer Credit Code. This Assurance shall be binding on Jones Enterprise and Repair, Inc., and the officers, employees, agents, and assigns of Jones Enterprise and Repair, Inc. (hereafter "Jones"). Jones agrees to enter into this Assurance in order to resolve this matter and all matters detailed below. Jones further agrees to comply in all respects with the Iowa Consumer Credit Code (hereafter the "ICCC") and the Iowa Uniform Commercial Code.

The State alleges that Jones has failed to comply with the provisions of the ICCC. Specifically, the State alleges that Jones has charged delinquency fees, notice of right to cure default fees, notice of repossession fees, and collection costs in violation of Iowa Code §§ 537.2501-2502 and 537.2507. Jones agrees to fully refund all fees charged to consumers in violation of the ICCC pursuant to Iowa Code § 337.5201(1). The refund may take the form of a check, an offset against money the consumer owes Jones, or the filing of a satisfaction of any judgment Jones has against the consumer. Within thirty days of signing this Assurance Jones will provide proof of refund to the State by sending copies of the checks mailed to consumers, copies of the consumer's account showing the amount being forgiven as an offset, or copies of the satisfaction filed with the court.

Jones further agrees to immediately edit its contracts so that they are in conformity with Iowa Code §§ 537.2501-2502 and 537.2507. This includes, but is not

limited too, ceasing the collection of any fees for the sending of a notice of right to right to cure default or notice of repossession and collecting only proper delinquent charges as provided for in the Iowa Code and shown in the Retail Installment Contract.

The State also alleges that Jones has failed to comply with the federal Truth in Lending Act, made part of Iowa law pursuant to Iowa Code §§ 537.3102, by rolling the costs of repairs into the original closed-end credit transaction. Jones agrees to immediately come into compliance with the federal Truth in Lending Act and cease rolling additional costs into original credit sale.

The state also alleges that Jones has failed to provide proper notice of right to cure default pursuant to Iowa Code § 537.5111. A right to cure default must include the total amount owed by the consumer, including an itemization of any delinquency charges assessed. Jones agrees to edit its notices of right to cure default to come in to compliance with § 537.5111.

The state further alleges that Jones has overcharged consumers for tax, title, and license fees. Iowa Code § 537.2501 allows for the collection of only what is actually paid for the tax, title, and license of the vehicle. Jones agrees to refund any additional charge imposed on consumers for tax, title, and license fees and to discontinue overcharging for these fees. The refund may take the form of a check, an offset against money the consumer owes Jones, or the filing of a satisfaction of any judgment Jones has against the consumer. Within thirty days of signing this Assurance Jones will provide proof of refund to the State by sending copies of the checks mailed to consumers, copies of the consumer's account showing the amount being forgiven as an offset, or copies of the satisfaction filed with the court.

Jones agrees to refund the difference between the illegal charges they imposed on consumers and the charges that are legally allowed. The refund may take the form of a check, an offset against money the consumer owes Jones, or the filing of a satisfaction of any judgment Jones has against the consumer. Within thirty days of signing this Assurance Jones will provide proof of refund to the State by sending copies of the checks mailed to consumers, copies of the consumer's account showing the amount being forgiven as an offset, or copies of the satisfaction filed with the court; at this time Jones will also provide the State updated contact information including name, phone number, and address for the consumers entitled to a refund.

For any provision above wherein Jones owes a consumer a refund, if Jones is unable to make contact with or provide remittance to any consumer within three months of signing this Assurance, Jones will notify the State and provide the funds to the State. The State will then attempt to contact the consumer and forward on the refund. If the State cannot locate a consumer after six months, then the money shall be deposited into the Consumer Education and Litigation Fund established by Iowa Code § 714.16C.

In cases where Jones has sued a consumer based on illegal fees and other conduct mentioned in this Assurance and the matters are still pending in court, Jones agrees to dismiss any pending actions or alter the lawsuit to accurately reflect only legal charges and conduct. In cases where Jones has received a judgment based on illegal fees and conduct, Jones agrees to the refund policies stated above, which may include filing a satisfaction of judgment if the refund is equal to or in excess of the judgment awarded. Within thirty days of signing this Assurance Jones will provide to the State copies of all documents from lawsuits affected by this Assurance.

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

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

By: Jessica Whitney
Jessica Whitney
Assistant Attorney General
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Subscribed and sworn to before me by the above-named individual on the 12 day of June, 2012.

Helen Alessio
NOTARY PUBLIC



FOR JONES ENTERPRISE AND REPAIR, INC.

By: W. L. Jones
President, JONES ENTERPRISE AND
REPAIR, INC.

Subscribed and sworn to before me by the above-named individual on the 18 day of 6, 2012.

Donna McIntosh
NOTARY PUBLIC

