

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

**Wishbone Marketing, LLC;
Savings Galore LLC;
and
Barry Walker;**

Respondents.

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 the above-named Respondents, and each of them, to resolve the Attorney General's concerns regarding Respondents' 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 Savings Galore and SavingsGalore.com.

2. Respondents have agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry into Respondents' marketing of membership programs in Iowa. Respondents are 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 Respondents deny.

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

IT IS THEREFORE AGREED that Respondents and Respondents' employees, successors and assigns shall either (1) cease enrolling consumers residing in the State of Iowa in membership programs subject to the BCL no later than the effective date of this Assurance; or (2) comply with the BCL. Without limiting the foregoing, should Respondents (or any of them) continue to enroll consumers residing in the State of Iowa in a membership program subject to the BCL, this Assurance requires compliance with all notice, disclosure, and other requirements of Iowa Code §§ 555A.1 through 555A.5 (incorporated by section 552A.3 of the BCL) and with all requirements relating to contracts set forth in Iowa Code §§ 552A.3 and 552A.4, as applicable, in connection with the advertising, marketing or sale of Buying Club Memberships as defined in the BCL to consumers residing in the State of Iowa.

IT IS FURTHER AGREED that Respondents and Respondents' 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 Respondents and Respondents' employees, successors, and assigns shall comply with the CFA in connection with any marketing to consumers residing in the State of Iowa of any program involving periodic payments for access to purported benefits, whether or not such program is subject to the BCL. Without limiting the foregoing, this paragraph requires clear and conspicuous disclosure to prospective purchasers of such programs of all material terms.

IT IS FURTHER AGREED that Respondents pay to the State of Iowa the sum of \$19,037.44, 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)). Respondents agree 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. This payment to the Attorney General for distribution to Iowa consumers for amounts spent for program memberships shall not affect Respondents' 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 Respondents in circumstances in which a refund or payment is not expressly required.

IT IS FURTHER AGREED that Respondents pay to the State of Iowa the sum of \$5,000.00, to be deposited into the fund created by Iowa Code § 714.16A. The total sum to be paid to the Attorney General under this Assurance (\$24,037.44) shall be paid in full in six (6) equal instalments of \$4,006.24, the first instalment no later than five (5) days following the Effective Date, and each subsequent instalment at thirty (30) day intervals thereafter, with the understanding that if circumstances reasonably permit earlier payment of part or all of the required amount Respondents will effect such earlier payment, and that in any event payments shall be applied to the restitution obligation first.

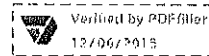
IT IS FURTHER AGREED that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement

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. Respondents 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 Respondents 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 Respondents.

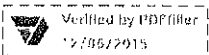

The undersigned who have the authority to consent and sign on behalf of Respondents and the Attorney General of Iowa hereby consent to the form and contents of this Assurance.

Date: 12/7/2015



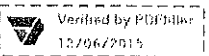
Wishbone Marketing, LLC

Date: 12/7/2015



Savings Galore, LLC

Date: 12/7/2015



Barry Walker

Date: _____



Linda Goldstein

Attorney for Respondents

Date: 12/15/2015



Steve St. Clair
Assistant Attorney General