

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

**CASE NO.: L06-3-1086
(November 28, 2006)**

**Copeland Marketing Corporation,
Jason Lunt and Andrea DeMarco Lunt**

Respondents.

_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the **STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS**, (hereinafter “the Department”), caused an investigation to be made into the business practices of **Copeland Marketing Corporation, Jason Lunt and Andrea DeMarco Lunt**, (hereinafter “Respondents.”)

Respondents are prepared to enter into this Assurance of Voluntary Compliance (“AVC”) for purposes of resolution of this matter only, and without any admission that Respondents have violated the law. The Department, by the signature of his Deputy Attorney General, affixed hereto, does in this matter accept this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Office of the Attorney General by said statute.

I. STIPULATED FACTS

1. Jason Lunt and Andrea DeMarco Lunt are individuals, and husband and wife, and reside at 6716 Merryvale Lane, Port Orange, FL 32128.
2. Jason Lunt and Andrea DeMarco Lunt are the owners, officers and directors of Copeland Marketing Corporation.
3. Copeland Marketing Corporation, (**Document Number** P02000093004, **FEI Number**

134209152), is an active for profit Florida corporation with its principal place of business at 1468 W. International Speedway Blvd., Daytona Beach, FL 32114.

4. Copeland Marketing Corporation engaged in timeshare resale marketing at internet addresses <http://www.copelandmarketing.com/> and <http://cmcvacationproperties.net/>
5. Copeland Marketing Corporation, is a business entity engaged in timeshare resale marketing through telemarketing and pop-up ads.
6. Respondents employed/employee an in-house staff of telemarketers to call consumers who own timeshares and solicit them to pay Copeland Marketing Corporation's fee to market the consumers' timeshares for resale or rent.
7. The Department, as of November 28, 2006, received complaints by **362** consumers requesting refunds of **\$175,030.00** for various reasons including unauthorized transactions, failure to provide services and failure to provide refunds. **See Exhibit "A."**
8. The Department initiated an investigation into the business practices of Respondents in connection with Respondents' telemarketers/ sales staff allegedly engaging in fraudulent representations, including but not limited to:
 - (a) misrepresentations to consumers that there was a willing buyer ready to purchase the consumers' timeshare, when in fact there was no buyer, in order to induce consumers to pay Copeland Marketing Corporation' advertising fee,
 - (b) misrepresentations concerning the marketing to be provided including falsely promising face to face sales presentations, gifts to prospective buyers, and that individual properties are promoted or advertised and that any offers to purchase were accepted as a result of Respondents' marketing program,
 - (c) misrepresentations concerning consumers' obtaining a refund of their "deposit", and
 - (d) Respondents' telemarketers misrepresented the services to be the selling the timeshares and other real-estate licensed services.
 - (e) once consumers paid the fee they were unable to obtain any further information about their timeshare, the status of any services and unable to verify whether any services were actually provided.

9. Respondents deny having violated the laws of Florida and make no admission of wrongdoing.

II. ACKNOWLEDGMENT OF UNFAIR OR DECEPTIVE ACTS OR PRACTICES

10. Respondents are on notice of and shall comply with Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and **16 C.F.R. § 310, the Federal Trade Commission’s Telemarketing Sales Rule**. In this regard, Respondents acknowledge that it shall be an unfair or deceptive act or practice to:

- (a) Make a false or misleading statement to induce any person to pay for goods or services, pursuant to 16 C.F.R. § 310.3(a)(4);
- (b) Misrepresent any material aspect of the performance, efficacy, nature or central characteristics of goods or services that are the subject of a sales offer, pursuant to 16 C.F.R. § 310.3(a)(2)(iii);
- (c) Misrepresent any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policies, pursuant to 16 C.F.R. § 310.3(a)(2)(iv); or
- (d.) Misrepresent any affiliation with, or endorsement by, any third-party organization, pursuant to 16 C.F.R. § 310.3(a)(2)(vii).

11. Respondents are on notice of and shall comply with Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and **Chapter 501, Part IV, Florida Statutes, the Florida Telemarketing Act**. In this regard, Respondents acknowledge that it shall be an unfair or deceptive act or practice to:

- (a) Engage in commercial telephone solicitation without a license, pursuant to Fla. Stat. § 501.623;
- (b) Employ or be affiliated with a salesperson who is engaging in commercial telephone solicitation without a license, pursuant to Fla. Stat. § 501.623;
- (c) Fail to include in a contract made pursuant to a commercial telephone solicitation, in at least 12-point type, immediately preceding the signature, the following statement: “You are not obligated to pay any money unless you sign this contract and return it to the seller,” pursuant to Fla. Stat. § 501.615(1)(h);
- (d) Exclude from a contract made pursuant to a commercial telephone solicitation any oral or written representations made by the commercial telephone seller or salesperson to the purchaser in connection with the transaction, pursuant to Fla. Stat. § 501.615(1)(i);
- (e) In connection with a commercial telephone solicitation, make or submit any charge to a purchaser’s credit card account or make or cause to be made any electronic transfer of

funds until after the commercial telephone seller receives from the purchaser a copy of a written contract, signed by the purchaser, pursuant to Fla. Stat. § 501.615(2);

- (f) In connection with a commercial telephone solicitation, fail to send a purchaser a written confirmation of the sale, pursuant to Fla. Stat. § 501.615(2);
- (g) Fail to include in a contract made pursuant to a commercial telephone solicitation an explanation of the purchaser's rights and a statement indicating when notice of cancellation should be sent, pursuant to Fla. Stat. § 501.615(3);
- (h) Refuse to cancel a contract made pursuant to a commercial telephone solicitation when the purchaser has given notice of cancellation in writing within 3 business days after receipt of written confirmation of the sale, pursuant to Fla. Stat. § 501.615(3); or
- (i) Refuse to give a refund or credit to a person who has purchased goods or services pursuant to a commercial telephone solicitation, where the goods or services are defective or not as represented, or any item described is not received as promised, and the person makes a written request for a refund or credit within 7 days after he or she receives the goods or services, pursuant to Fla. Stat. § 501.615(6).

12. Respondents are on notice of and shall comply with Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and **Rule 2-18.002, Florida Administrative Code, Contracts for Future Services**. In this regard, Respondents acknowledge that it shall be an unfair or deceptive act or practice to:

- (a) Fail to provide a purchaser of future consumer services with a fully completed copy of any contract pertaining to such sale at the time of its execution, which shows the date of the transaction and which contains the name and address of the seller, and, in immediate proximity to the space reserved in the contract for the signature of the purchaser, and in bold-faced type of a size of 10 points, a notice of the purchaser's right to cancel the contract without any penalty or obligation within 3 business days from the date of the transaction and receive a full refund of all payments made to the seller, pursuant to Rule 2-18.002(2), F.A.C.;
- (b) Fail or refuse to honor a request by a purchaser of future consumer services to cancel a contract, which request is made in accordance with the cancellation disclosure contained in the contract for future consumer services, pursuant to Rule 2-18.002(4), F.A.C.; or
- (c) Fail to issue a refund within 20 days after receipt of notice of cancellation made in accordance with the terms of the cancellation disclosure contained in a contract for future consumer services, pursuant to Rule 2-18.002(5), F.A.C.

III. REQUIRED FUTURE CONDUCT

13. Respondents will not make any false or misleading statements to induce any person to pay for goods or services, including but not limited to:
 - (a) Falsely representing to purchasers that Respondents have customers waiting to buy or rent purchasers' timeshares;
 - (b) Falsely representing to purchasers that Respondents have experienced a high demand for timeshares in the areas in which purchasers' timeshares are located;
 - (c) Falsely representing to purchasers that Respondents will be able to rent or sell their timeshares for a high price; and
 - (d) Falsely representing to purchasers that their timeshares will be sold within a short period of time.

14. Respondents will not misrepresent any material aspect of the performance, efficacy, nature or central characteristics of goods or services that are the subject of a sales offer, including but not limited to:
 - (a) Falsely representing to purchasers the number of timeshares sold or rented as a result of Respondents' advertising services;
 - (b) Misleading purchasers into believing that Respondents will advertise their timeshares at open houses;
 - (c) Misleading purchasers into believing that Respondents will advertise their timeshares at walk-in showrooms;
 - (d) Misleading purchasers into believing that Respondents will advertise their individual timeshares in newspapers and on billboards, when in fact Respondents only place a generic advertisement for their own listing service; and
 - (e) Misleading purchasers into believing that Respondents' sales representatives will personally market their timeshares.

15. Respondents will not misrepresent any material aspect of the nature or terms of any refund, cancellation, exchange or repurchase policies, including but not limited to:
 - (a) Misleading purchasers into believing that Respondents will be able to obtain refunds if their timeshares are not sold or rented as a result of Respondents' advertising services;
 - (b) Falsely representing to purchasers that they will receive free prizes, such as vacation packages, if their timeshares are not sold or rented as a result of Respondents' advertising services; and
 - (c) Falsely representing to purchasers that they will be able to obtain a refund within the time

- allowed by their credit card companies.
16. Respondents will not misrepresent their affiliation with, or endorsement by, any third-party organization, including but not limited to, falsely representing to purchasers that Respondents are affiliated with realtors or purchasers' timeshare resorts.
 17. Respondents will not engage in any commercial telephone solicitation without a properly issued license from the Florida Department of Agriculture and Consumer Services. Respondents further agree that they will not employ or be affiliated with any salesperson who is engaging in commercial telephone solicitation and who is not currently licensed with the Department or in compliance with **Rule 5J-6.005, F.A.C.**
 18. In any and all contracts made pursuant to a commercial telephone solicitation, Respondents will comply with Fla. Stat. § 501.615(1)(h) by including, in at least 12-point type, immediately preceding the signature, the following statement: **“You are not obligated to pay any money unless you sign this contract and return it to the seller.”**
 19. In any and all contracts made pursuant to a commercial telephone solicitation, Respondents will comply with Fla. Stat. § 501.615(1)(i) by not excluding any oral or written representations made by the commercial telephone seller or salesperson to the purchaser in connection with the transaction.
 20. With respect to any and all purchases of consumer services ordered as a result of a telephone of a commercial telephone solicitation, Respondents will comply with Fla. Stat. § 501.615(2) by not making or submitting any charge to a purchaser's credit card account or make or cause to be made any electronic transfer of funds until after they have received from the purchaser a copy of a written contract, signed by the purchaser. Respondents will then send the purchaser a written confirmation of the sale.

21. In any and all contracts made pursuant to a commercial telephone solicitation, Respondents will comply with Fla. Stat. §§ 501.615(3) and (4) by including an explanation of the purchaser's rights and a statement indicating when notice of cancellation should be sent. The purchaser may give notice of cancellation in writing within 3 business days after receipt of written confirmation of the sale without any penalty or obligation and receive a full refund of all payments made. Notice of cancellation given by the purchaser need not take a particular form and is sufficient if it indicates, by any form of written expression, the name and address of the purchaser and the purchaser's stated intention not to be bound by the sale. Notice of cancellation made through the use of facsimile or e-mail transmissions will be accepted, and a facsimile telephone number and e-mail address shall be displayed in the immediate proximity to the cancellation disclosure contained in the contract. A requirement that the facsimile or e-mail transmission be supplemented by the subsequent mailing of an original notice of cancellation is permissible; however, the date of the facsimile or e-mail transmission is controlling.
22. Pursuant to Fla. Stat. § 501.615(12), the requirements of Fla. Stat. § 501.615(1)-(5) will not apply to any sale in which a cancellation of services notice is given to Respondents within seven (7) days after receipt of the services by the purchaser, and Respondents process the refund within thirty (30) days after receipt of the notice of cancellation.
23. With respect to any and all purchases of consumer services made as a result of commercial telephone solicitation, Respondents will comply with Fla. Stat. § 501.615(6) by issuing a refund if the services are defective or not as represented, or if any item is not received as promised, and the purchaser makes a written request for a refund within 7 days after he or she receives the services. A request for a refund is timely if it is postmarked, properly addressed and postage prepaid, within the time provided. Requests for refunds made through the use of facsimile or e-mail

transmissions will be accepted. A requirement that the facsimile or e-mail transmission be supplemented by the subsequent mailing of an original notice of cancellation is permissible; however, the date of the facsimile or e-mail transmission is controlling.

24. In any and all contracts for future consumer services, Respondents will comply with Rule 2-18.002(2), Florida Administrative Code, by furnishing purchasers with fully completed copies of any contracts pertaining to such purchases at the time of their execution. Respondents further agree that their contracts will contain Respondents' name and address and, in immediate proximity to the space reserved in the contract for the signature of the purchaser, in bold-face type of a size of 12 points, the following statements:

CONSUMER'S RIGHT OF CANCELLATION

YOU ARE ENTITLED TO A REFUND IF YOU PROVIDE COPELAND MARKETING CORPORATION WITH NOTICE OF CANCELLATION OF YOUR ADVERTISEMENT WITHIN TEN (10) DAYS AFTER THE DATE YOUR SIGN AND RETURN WAS MAILED TO YOU.

IF YOU PROVIDE COPELAND MARKETING CORPORATION WITH NOTICE OF CANCELLATION WITHIN THE 10-DAY TIME PERIOD, YOUR ADVERTISEMENT WILL BE REMOVED FROM OUR ADVERTISING PROGRAM, AND YOUR REFUND WILL BE PROCESSED WITHIN THIRTY (30) DAYS AFTER RECEIPT OF YOUR NOTICE OF CANCELLATION.

25. The mailing date of the sign and return is the date on which the sign and return is postmarked by the U.S. Postal Service. Notice of cancellation given by the purchaser need not take a particular form and is sufficient if it indicates, by any form of written expression, the name and address of the purchaser and the purchaser's stated intention not to be bound by the sale. Notice of cancellation made through the use of facsimile or e-mail transmissions will be accepted, and a facsimile

telephone number and e-mail address shall be displayed in the immediate proximity to the cancellation disclosure contained in the contract. A requirement that the facsimile or e-mail transmission be supplemented by the subsequent mailing of an original notice of cancellation is permissible; however, the date of the facsimile or e-mail transmission is controlling.

26. Respondents will make the substantive terms and conditions of this AVC known to all officers, directors, partners, managers, employees, agents, representatives, licensees, franchisees, independent contractors, successors, and assigns engaged in Respondents' business.
27. Respondents will not effect any change in the form of doing business or organizational identity as a method of avoiding the terms set forth in this AVC.

IV. APPLICABILITY

28. This AVC shall apply to and bind Respondents and their respective successors and assigns.

V. INJUNCTIVE TERMS

29. Respondents shall refrain from violating the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act (2006). Additionally, Respondents acknowledge that it shall be an unfair or deceptive act or practice to:
 - (a) Falsely represent to consumers that consumers will be able to sell or rent their timeshares quickly or within a certain period of time;
 - (b) Any sales presentations that are not consistent with the written agreement;
 - (c) Falsely represent or imply to consumers that Respondents will sell or rent timeshares;
 - (d) Falsely represent to consumers that Respondents have people interested in purchasing or renting the consumers' timeshares;
 - (e) Falsely represent to consumers that individual properties are promoted or advertised and that any offers to purchase have been accepted as a result of Respondents' marketing program.
30. Respondents shall immediately:
 - (a) Modify all scripts to speak of only the services to be provided, the true history and true capabilities and qualifications of the business;

- (b) Exercise meaningful control over the sales tactics employed by its telemarketers And all employees to ensure that coercive techniques are not used;
- (c) Implement measures to monitor the quality of the sales and services furnished; and
- (d) Implement a customer service program to respond to, and in good faith endeavor to resolve all future consumer complaints and requests for refunds.

31. **NOTICE TO CONSUMERS** Respondents will post, in bold, conspicuous type, on the home page of their websites, including but not limited to <http://www.copelandmarketing.com/> and

<http://cmcvacationproperties.net> the following notice to consumers:

NOTICE TO CONSUMERS

PURSUANT TO AN AGREEMENT WITH THE FLORIDA ATTORNEY GENERAL'S OFFICE, COPELAND MARKETING CORPORATION HAS AGREED TO MODIFY CERTAIN OF ITS BUSINESS PRACTICES TO ENSURE THAT IT IS COMPLYING WITH FLORIDA LAW, INCLUDING PROVIDING ADDITIONAL NOTICES AND GUIDELINES TO CONSUMERS AND MODIFYING THE TERMS AND CONDITIONS OF ITS CONTRACTS.

TO SEE THE ADDITIONAL TERMS AND CONDITIONS ADOPTED BY COPELAND MARKETING CORPORATION AS RESULT OF THIS AGREEMENT, PLEASE SEE THE "TERMS & CONDITIONS" PAGE OF THIS WEBSITE.

This notice shall be posted for a period of ninety (90) days after the execution of the AVC.

VI. PAYMENT OF COSTS

32. On December 15, 2006, upon the execution of this AVC, Respondents shall pay the Department's attorneys' fees and costs of investigation and future monitoring, a total sum of one hundred thousand dollars, (\$100,000.00). Payment will be made on December 15, 2006, by cashier's check, payable to the **Department of Legal Affairs Revolving Trust Fund** and delivered to Angelia Sheridan, Office of the Attorney General, Economic Crimes Division, 135 W. Central Blvd., Ste. 1000, Orlando, Florida 32801. This sum shall be deposited in the Department of Legal

Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes.

33. Upon receipt of the executed AVC and accompanying check, Angelia Sheridan will sign the AVC and then forward it to the Deputy Attorney General, together with said check. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee decline to authorize and execute this AVC, then this AVC shall be rendered void and any monies transferred to The Department shall be returned to Respondents. However, consumer refunds/refunds/ charge backs **will not** be reimbursed.

VII. CONSUMER REDRESS

34. Respondents have provided at least 109 consumer refunds, credits, charge backs and restitution, prior to the date of this AVC totaling not less than \$52,372.00. **See Exhibit "A."**
35. Every consumer who submits a complaint to the Department on or before May 31, 2007, shall receive a full refund from Respondents.
36. Respondents shall, by December 31, 2008, refund all consumers enumerated in **Exhibit "A"** to this AVC, the full amount listed.
37. The Department will provide Respondents with a list of complaints received after execution of the AVC, and the amounts to be refunded as per the allegations in each complaint. Said list and any updates will be dated. Respondents will have a period of fourteen days (14) from the receipt of the list(s) with which to review said complaints, verify the restitution payments or provide written notice of a dispute as to any consumer's particular restitution amount.
38. Should there be a dispute as to the amount of restitution as to any particular consumer, the amount to be paid shall be determined from the data within the complaint or otherwise verified by the parties within a period of 30 days from the date on which the dispute is

noticed.

39. All undeliverable refunds, credits, charge backs and returned restitution checks for consumers must be aggregated and delivered, with a list of consumers and the amount attributable to each, to **the Florida Bureau of Unclaimed Property, per the requirements of Chapter 717, Florida Statutes.**
40. Verification of payments shall be supplied to the Department no later than 10 days after each payment period, including an electronic listing of each and every person to whom restitution was made pursuant to the terms of the AVC, to include: the name, address and telephone number of the person; the amount and dates paid by the consumer and the methods, dates and amounts refunded; check numbers and/or electronic transaction numbers.
41. Within fifteen (15) days after receipt of a written request for proof of payment by the Department, Respondents must submit additional written reports, under oath, and produce supporting documents with respect to any conduct subject to this AVC.
42. **SCHEDULE OF PAYMENTS** The restitution payments to be made by Respondents pursuant to Paragraphs 35 through 41 of this AVC shall be made monthly in amounts not less than **\$10,000.00 (ten thousand dollars)** per month, starting December 15, 2006.
43. Thereafter, Respondents shall continue to make refunds and provide consumer restitution until such time as all outstanding refund requests have been fulfilled.

VIII. ADDITIONAL TERMS

44. **FUTURE VIOLATIONS** Any subsequent failure to comply with the provisions of this AVC is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs.

45. **ACCEPTANCE** This AVC will become effective upon its acceptance by the Attorney General, who may refuse to accept it at his discretion. The receipt or deposit by the Office of the Attorney General of any monies pursuant to this AVC does not constitute acceptance by the Attorney General, and any monies received by the Department will be returned if this AVC is not accepted.
46. **CHANGE IN LAW** If the statutes and/or administrative rules referred to in this AVC change due to amendment, repeal or disposition by the legislature, an agency, or a court, so that they would permit any action prohibited by any section of this AVC, that section shall no longer have any force or effect.
47. **CLOSURE OF INVESTIGATION:** Upon entry of this AVC, the Office of the Attorney General agrees to close its investigation into the activities of Respondent, concerning the following issue: whether Respondents engaged in unfair and deceptive trade practices concerning marketing services, telephone solicitations, resale and/or rental of timeshares as alleged in the consumer complaints identified in Exhibit "A."
48. **NO GOVERNMENTAL APPROVAL OF MARKETING PRACTICES:** The Department has not approved of Respondents' past, current, or proposed business or marketing practices and no portion of this AVC shall be construed of such approval.
49. **TIME IS OF THE ESSENCE.** Time is of the essence in performance of all terms and conditions of this agreement.
50. **ACCOUNT BALANCES AND FUTURE PAYMENTS TO BE PLACED AND HELD IN ESCROW FOR RESTITUTION:** Respondents shall place all merchant credit card account balances, payments, refunds and reserve accounts, together with all interest Respondents have in the accounts and all proceeds thereof, in an escrow account to be used for payment of restitution to the consumers listed on Exhibit "A." Within 30 days of receipt of said

monies, restitution shall be paid to the consumers to the full extent available.

Respondents

further acknowledge that there are no prior assignments or claims against the

accounts listed below:

(name, address, account number, phone number of all merchant accounts:)

51. **CONDITIONAL RELEASE:** The consideration for this settlement is not the naked promise to pay settlement funds, but rather, the actual payment of such funds and the Attorney General's ability to utilize such funds for the purposes set forth herein. Should the Respondents fail to make any payment promised hereunder, or should a Debtor in possession or Trustee in Bankruptcy file an action to set aside any payment hereunder, as preferential or otherwise, then, the Attorney General shall have the option to entirely rescind this settlement, declaring the same null and void. The Attorney General may then re-assert any right, claim, or cause of action which he could have asserted but for this settlement. However, such a rescission will not occur if the Debtor-in-possession or Bankruptcy Trustee, within 30 days after the filing of bankruptcy, moves for bankruptcy court approval of this settlement, and further provided that within 90 days from the filing of the bankruptcy, that the Debtor in fact obtains unconditional Bankruptcy Court approval of this settlement."

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Jason Lunt, individually and as an owner, officer and director of Copeland Marketing Corporation, has caused this Assurance of Voluntary Compliance to be executed as a true act and deed, in _____ County, _____, Florida, this _____ day of December, 2006.

By my Signature I hereby affirm that I am personally bound to this agreement.

(Signature:) _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared **Jason Lunt , individually and as an owner, officer and director of Copeland Marketing Corporation**, who acknowledged before me that he executed the foregoing Assurance of Voluntary Compliance for the purposes stated therein, on this _____ day of December, 2006.

Sworn to and subscribed before me this _____ day of December, 2006.

Notary Public – Signature

(Printed, typed or stamped name of Notary Public)

Personally known _____ or produced identification _____ (check one)

Type of identification produced: _____

IN WITNESS WHEREOF, Andrea DeMarco Lunt, individually and as an owner, officer and director of Copeland Marketing Corporation, has caused this Assurance of Voluntary Compliance to be executed as a true act and deed, in _____ County, _____, Florida, this _____ day of December, 2006.

By my Signature I hereby affirm that I am personally bound to this agreement.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared **Andrea DeMarco Lunt**, individually and as an owner, officer and director of Copeland Marketing Corporation, who acknowledged before me that she executed the foregoing Assurance of Voluntary Compliance for the purposes stated therein, on this _____ day of December, 2006.

Sworn to and subscribed before me this _____ day of December, 2006.

Notary Public – Signature

(Printed, typed or stamped name of Notary Public)

Personally known _____ or produced identification _____ (check one)

Type of identification produced: _____

FOR THE OFFICE OF THE ATTORNEY GENERAL

Recommended this _____ day of December, 2006.

ANGELIA SHERIDAN
Assistant Attorney General
135 West Central Boulevard
Suite 1000
Orlando, Florida 32801
Telephone (407) 245-0833
Fax (407) 245-0365

Accepted this _____ day of _____, 2006.

DEPUTY ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050

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