

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Gerald L. Sanders, in his personal capacity,

and

Inner City Solutions, LLC,

Respondents.

STATE OF IOWA ex rel. Thomas J. Miller, Attorney General of Iowa, by J. Andrew Cederdahl, Assistant Attorney General of Iowa (hereinafter "the Attorney General"), and the Respondents hereby enter into this Assurance of Voluntary Compliance ("Assurance") pursuant to Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"), Iowa Code § 555A, the Iowa Door-to-Door Sales Act ("DTDSA") and Iowa Code § 13C, Organizations Soliciting Public Donations.

1. Respondent Gerald L. Sanders is a Georgia resident and organizer of Inner City Solutions, LLC. He is principal and owner of the organization.

2. Respondent Inner City Solutions, LLC is a Georgia corporation with a principal place of business at 1445 Woodmont Ln NW, Suite 568, Atlanta, Georgia 30318.

3. The term "Respondents" as used herein shall apply to Gerald L. Sanders, in his personal capacity, as well as Inner City Solutions, LLC, and the company's employees, independent contractors, successors, principals, affiliates, members, agents, representatives, subsidiaries, assigns, parent or controlling entities, and all other persons, corporations, agents, trusts or other entities acting in concert or participating with the company and/or Gerald L. Sanders who have actual or constructive knowledge of this Assurance.

4. This Assurance constitutes a full and final resolution of all claims by the Attorney General against the Respondents for the alleged violations of the CFA, DTDSA, and Iowa Code § 13C outlined herein that occurred or may have occurred prior to the effective date of this Assurance. The effective date of this Assurance is the date that Respondents execute and return it to the Attorney General.

ALLEGATIONS

5. The Attorney General alleges the Respondents sent door-to-door salespersons to Des Moines to solicit Iowans to purchase various trinkets. During these solicitations and sales, the Attorney General alleges the Respondents violated the CFA, DTDSA and Iowa Code § 13C as follows:

- a. The Respondents made various misrepresentations that the items they solicited Iowans to buy would benefit specific local charities, such as Blank Children's Hospital and Animal Rescue League of Iowa. In fact, the Respondents were lying to Iowans and took the money for themselves;
- b. The Respondents referred to local charities such as Blank Children's Hospital and Animal Rescue League of Iowa during their solicitations, despite the fact the Respondents never had permission to refer to such charities during their pitches in violation of Iowa Code § 13C. The Respondents have no bona fide affiliation with any Iowa charity;
- c. The Respondents completely failed to obtain peddler permits, register with the Attorney General's Office, or otherwise comply with state and local laws regulating door-to-door sales and charitable solicitations; and

- d. The Respondents completely failed to comply with the DTDSA. For example, they did not:
- i. Provide all Iowa consumers a written three-day notice of their right to cancel door-to-door sale transactions;
 - ii. Orally instruct all Iowa consumers of their rights to cancel; and
 - iii. Complete the written notices of cancellation by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction by which the buyer could give a notice of cancellation.

6. The Respondents deny they violated the above-referenced laws or that (as applicable) their agents, owners, officers, directors, or employees engaged in acts or practices which had the tendency to mislead a substantial number of consumers as to a material fact or facts.

7. The Respondents understand and acknowledge that this settlement is binding as between them and the Consumer Protection Division of the Iowa Attorney General's Office and is not binding upon other state or federal regulatory or law enforcement agencies.

RESOLUTION

8. The Respondents shall refrain, now and permanently in the future, from the following activities to (a) one or more Iowa consumers or (b) that are conducted in whole or in part from any location in the State of Iowa:

- a. Soliciting, offering or selling products or services door-to-door (as defined by the DTDSA), whether for-profit or not-for-profit;

- b. soliciting others to contribute money or items of value for purported or actual charitable purposes of any kind whatsoever; and
- c. engaging in any business activities in any way involving the solicitation of people on behalf of other charitable causes, corporations or organizations, including “professional fundraising” activities, whether via door-to-door, in person, online, mail or telemarketing.

An “Iowa consumer” means any person or corporate entity with an Iowa address.

9. The Respondents shall immediately circulate a copy of this executed Assurance to all current and future employees, independent contractors and other agents of Inner City Solutions, LLC, but Respondents agree that all such individuals have actual and constructive notice of the Assurance upon the date of its execution by the Respondents.

10. It is agreed that the Respondents shall comply with all requests from the Attorney General for information relating to compliance with this Assurance.

11. The Respondents agree they shall not participate directly or indirectly in any activity to form or proceed as a separate entity, trust or corporation for the purpose of engaging in, or benefitting from, acts in Iowa or directed at Iowans that are prohibited by this Assurance or for any other purpose which circumvents any part of this Assurance.

12. The Respondents agrees that any violation whatsoever by the Respondents of any requirement of this Assurance, in addition to whatever other legal remedies may be available, constitutes a violation of the CFA, and each such violation by the Respondents of this Assurance, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all of the remedies provided in the CFA.

13. Both of the Respondents consent to the venue and jurisdiction of the Polk County Iowa District Court in the event the Attorney General, in his sole discretion, determines to file an enforcement action against the Respondents for any failure whatsoever to comply with this Assurance. Both of the Respondents waive the service requirements of the Iowa Rules of Civil Procedure, and consent to service of any such action(s) by the Attorney General via email. Service of any such action by the Attorney General shall be deemed complete upon the Attorney General sending a copy of any file petition, motion or other legal process via email to: ics5star@gmail.com. Respondents shall maintain access to said email address and continue to regularly monitor such address, or otherwise provide an alternative email address for service in the event they cannot maintain or otherwise access said email address at any time in the future. An alternative email address for service shall be effective only upon the written verification the Attorney General received notice of it. Service of any legal process shall be deemed complete only upon the Attorney General's sending of said documents to the respective email address.

14. It is further agreed that nothing herein shall be interpreted to create any private right of action for consumers that would not otherwise exist, nor to diminish any rights or remedial options available to consumers that would otherwise exist. Nothing contained in this Assurance shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity or agency.

15. The Attorney General's execution of this Assurance constitutes a settlement, and a release of the Respondents from any and all liability for conduct described in Paragraph 8 that (i) occurred prior to the final execution of this Assurance; and (ii) would violate the CFA, DTDSA and IC § 13C; provided, the Attorney General may seek to enforce violations of this Assurance.

The undersigned, who have the authority to consent and sign on behalf of the Respondents and the Attorney General of Iowa, hereby consent to the form and contents of this Assurance. The undersigned parties also agree that transmission of their signatures by facsimile and/or electronic mail shall have the same validity and enforceability as manually executed signatures.

Approved:

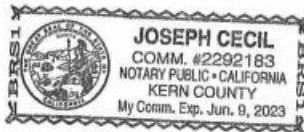
Date:

6/11/21

[Signature]
Gerald L. Sanders
Respondent in his personal capacity

STATE OF California) ss:
COUNTY OF Kern)

Subscribed and sworn to by Gerald L. Sanders before the undersigned notary public in and for the state of California on this 11 day of June, 2021.



[Signature]
Notary Public in and for the State of California

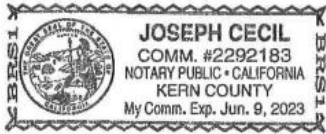
Date: 6/11/21

[Signature]
Inner City Solutions, LLC
Respondent

By: Gerald L. Sanders
On behalf of Inner City Solutions, LLC

STATE OF California)
) ss:
COUNTY OF Kern)

Subscribed and sworn to by Gerald L. Sanders before the undersigned notary public in
and for the state of CA on this 11 day of June, 2021.



Joseph Cecil
Notary Public in and for the State of CA

Approved:

Date: 6/11/2021

/s/ J. Andrew Cederdahl
J. Andrew Cederdahl
Assistant Iowa Attorney General