STATE OF INDIANA) IN THE MARION SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO. 49D03-0201-PL-000088

STATE OF INDIANA,)
)
Plaintiff,) AVC NO. 02-060
)
v.)
)
CARPETLAND USA OF GREENWOOD, INC.,)
)
Defendant.)

FILED
DEC 27 2002
CLERK OF THE MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Carpetland USA of Greenwood, Inc., enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Defendant is an Indiana corporation engaged in the home improvement business, with a principal place of business at 8965 South Madison Avenue, Indianapolis, Indiana, and transacts business with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon Defendant, its employees, agents, representatives, successors, and assigns.

3. Defendant acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code Ch. 24-5-0.5.

4. Defendant agrees that in every home improvement transaction it enters into, it will provide a completed home improvement contract complying with Ind. Code § 24-5-11-10 to the consumer before it is signed by the consumer. Defendant agrees that the contract must contain at a minimum the following:

(a) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

(c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(d) A reasonably detailed description of the proposed home improvements;

(e) If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(f) The approximate starting and completion dates of the home improvements;

(g) A statement of any contingencies that would materially change the approximate completion date;

(h) The home improvement contract price; and

(i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or a typed version of that person's name placed directly after or below the signature.

5. Defendant agrees that each of its home improvement contracts will be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

6. Defendant agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Defendant will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

7. Defendant agrees that it will give a fully executed copy of the home improvement contract, showing the dates the Defendant and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

8. Defendant, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code Ch. 24-5-11.

9. Defendant agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses or permits required by law.

10. Defendant, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code Ch. 24-5-0.5.

11. Upon execution of this Assurance, Defendant shall pay costs in the amount of One Hundred and Fifty Dollars ($150.00) to the Office of the Attorney General.

12. Defendant shall not represent that the Office of the Attorney General approves or endorses Defendant's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Defendant shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Attorney General shall file this Assurance with the Superior Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 17 day of December, 2002.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney General

By: Terry Tolliver
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49

Office of Attorney General
402 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

DEFENDANT

CARPETLAND USA OF GREENWOOD, INC.

Name

President
Title

Approved: Howard Howe
HOWARD HOWE
Counsel for Defendant

APPROVED this 30th day of December, 2002.

Patrick L. McCarty
Judge, Marion County Superior Court

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D03-0201-PL-000088

STATE OF INDIANA,

Plaintiff,

v.

CARPETLAND USA OF GREENWOOD, INC.,

Defendant.

FILED
DEC 23 2002
CLERK OF THE
MARION CIRCUIT COURT

MOTION TO APPROVE ASSURANCE OF VOLUNTARY COMPLIANCE AND DISMISS COMPLAINT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, moves the Court to approve an Assurance of Voluntary Compliance between the parties pursuant to Indiana Code §24-5-0.5-7, and to dismiss the Plaintiff's Complaint in this action with prejudice, and in support of its motion states:

1. The Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties in this action was filed on January 16, 2002.

2. The Plaintiff and Defendant have engaged in settlement negotiations, and have reached an agreement resolving the issues raised by the Plaintiff's Complaint.

3. The parties' agreement, in the form of an Assurance of Voluntary Compliance, is submitted herewith for the Court's approval pursuant to Ind. Code §24-5-0.5-7.

4. Following approval of the Assurance of Voluntary Compliance, the Plaintiff's Complaint in this action should be dismissed with prejudice.

WHEREFORE, the Plaintiff requests the Court approve the Assurance of Voluntary Compliance between the parties, dismiss the Plaintiff's Complaint in this action with prejudice, and for all other just and proper relief.

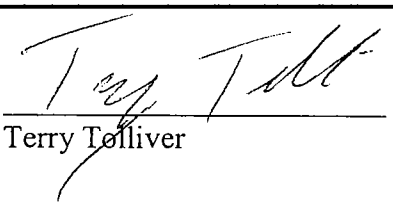
Respectfully submitted,

Steve Carter
Indiana Attorney General
Attorney No. 4150-64

By:
Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the above Motion was mailed by United States Mail, first class postage prepaid, to Defendant's counsel, Howard Howe, 50 South Meridian Street, #605, Indianapolis, Indiana, 46204-3540, on this 23rd day of December, 2002.


Terry Tolliver

Office of the Attorney General
Indiana Government Center South, 5th floor
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Indianapolis, IN 46204
(317) 233-3300

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D03-0201-PL-000088

STATE OF INDIANA,

Plaintiff,

v.

CARPETLAND USA OF GREENWOOD, INC.,

Defendant.

FILED

DEC 24 2002

CLERK OF THE MARION CIRCUIT COURT

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE AND DISMISSING COMPLAINT WITH PREJUDICE

The Plaintiff, State of Indiana, having filed its Motion to Approve Assurance of Voluntary Compliance and Dismiss Complaint in this action, and the Court having considered the Plaintiff's Motion and the Assurance of Voluntary Compliance between the parties, now finds that the Plaintiff's Motion should be granted.

IT IS THEREFORE ORDERED by the Court that the Assurance of Voluntary Compliance between the parties dated December 17, 2002, is hereby approved.

IT IS FURTHER ORDERED by the Court that the Plaintiff's Complaint in this action is dismissed with prejudice.

Dated this 24th day of December, 2002.

Patrick L. McCarty

Judge, Marion County Superior Court

Distribution:

Terry Tolliver
Office of the Attorney General
402 W. Washington Street, IGCS 5th floor
Indianapolis, IN 46204

Howard Howe
50 South Meridian St., #605
Indianapolis, IN 46204-3540