



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

IN THE INVESTIGATION OF:

AG Case Number: L18-3-1253

**Vetmade Industries, Inc.,
and John S. Campbell,**

Respondents.

_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes (2018), the Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”) has investigated certain business acts and practices of Vetmade Industries, Inc., and John S. Campbell, (collectively “Respondents”).

Respondents enter into this Assurance of Voluntary Compliance (“AVC”) with the Attorney General without an admission of wrongdoing and for the purpose of resolving this matter only. Pursuant to Section 501.207(6), Florida Statutes, the Attorney General accepts this AVC in termination of its investigation.

JSC
Initials

1. STIPULATED FACTS

1.1. Vetmade Industries, Inc. (“Vetmade”) is an active Florida non-profit corporation with principal place of business located at 1517 West Cypress St., Tampa, Florida 33606. According to Vetmade’s website, www.Vetmade.org, its stated mission is to “Getting Disabled Veterans Back to Work.”

1.2. John S. Campbell, (“Campbell”), is an individual residing in Hillsborough County, Florida. Campbell is, and was at all times material hereto, the director and registered agent of Vetmade. Campbell directly participated in, managed, operated, and controlled Vetmade, including, but not limited to, making fundraising, operational, and financial decisions for Vetmade.

1.3. The Attorney General became aware of reports that Respondents engaged in unfair and deceptive business practices, including, but not limited to, receiving a portion of the proceeds from the sale of donated vehicles, holding the funds while providing little or no services to veterans, and directly and indirectly making false claims that “93% of our funds go directly to the cause of helping our heroes.”

1.4. The Attorney General has investigated the allegations pursuant to the provisions of Section 501.204, Florida Statutes, which prohibits unconscionable acts or practices and unfair or deceptive acts or practices in the conduct of any trade or commerce, including making false or misleading claims in charitable solicitations.

1.5. The Attorney General has reviewed information, including business contracts related to Respondents' business practices, and determined that during the relevant period Respondents received approximately \$308,000 in proceeds from the sale of donated cars and engaged in potentially unfair and deceptive business practices, including making false or misleading claims in charitable solicitations in violation of FDUTPA. Respondents maintain that approximately \$50,000 of the proceeds have been or are being used to cover rent and other operational expenses.

1.6. This AVC is based upon the stipulated facts stated herein. The Attorney General shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way or this AVC not be complied with in full.

2. JURISDICTION AND VENUE

2.1 The parties agree that the Attorney General has jurisdiction over Respondents for the purposes of entering into this AVC and any enforcement actions arising out of this AVC.

2.2 It is further agreed by the parties that this AVC shall be governed by the laws of the State of Florida, and the venue for any matters relating to or arising out of this AVC shall lie solely in Hillsborough County, Florida.

3. COMPLIANCE TERMS

3.1 Respondents shall not directly or indirectly cause, allow or make any false or misleading representations, or false and deceptive statements, in any communications with consumers about Vetmade, including but not limited to statements online or through any web site that describe Vetmade's activities.

3.2 Vetmade is permanently restrained and enjoined from directly or indirectly engaging, participating or assisting in the solicitation of any donation or gift of money or any other thing of value ("Charitable Contribution(s)) where Vetmade purports to be a nonprofit organization, charity or private foundation. Vetmade is further restrained from receiving, directly or indirectly, any Charitable Contribution. This provision does not apply to funds received as described in Paragraphs 3.4 and 4.2 below.

3.3 For a period of five (5) years from the effective date of this AVC, Campbell is restrained and enjoined from:

- a. Receiving any payment or other financial benefit by (a) engaging in, participating in, or assisting in, the solicitation of Charitable Contributions, directly or indirectly, including by advising, acting as an independent contractor, or as a consultant, or (b) controlling, directly or indirectly, or holding a majority ownership interest in, any entity engaged in the business of inducing Charitable Contributions;

b. Establishing, operating, controlling, or managing any nonprofit organization, charity, private foundation or any other entity that holds charitable assets, or any program thereof, directly or indirectly, whether compensated or not, including by serving as an officer, director, trustee, chief executive, manager, supervisor, incorporator, or other fiduciary; and

c. Managing, controlling, directing, distributing, or accounting for the use or application of any charitable asset, or engaging, participating, or assisting in managing, controlling, directing, distributing, or accounting for the use or application of any charitable asset, directly or indirectly, whether compensated or not, including by acting as an independent contractor, advisor, or consultant.

3.4 Subject to the limitations of subsection 3.3(a), 3.3(b), and 3.3(c) above, Campbell may be employed by or volunteer for any nonprofit organization, charity, private foundation or any other entity that holds charitable assets, or any program thereof, in any capacity not prohibited by the above, such as working in any non-supervisory role unrelated to the solicitation, management, custody, control, or distribution of any charitable asset.

3.5 In the event that any additional funds are due and owing to Vetmade based upon activities performed on Vetmade's behalf ("Additional Contributions"),

Vetmade shall transfer any such Additional Contributions to the Attorney General within ten (10) business days of receipt and pursuant to Section 4 of this AVC.

4. MONETARY TERMS

4.1 It is agreed by the parties that upon Respondents' execution of this AVC, Respondents shall immediately deliver a cashiers or certified check to the Florida Attorney General made payable to Florida Veterans Foundation, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("Donation"). The Donation shall be delivered to the attention of Assistant Attorney General Edward Carlton Carter, Office of the Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607 simultaneously with the submission of Respondents' partially executed copy of this AVC.

4.2 Respondents acknowledge and agree that the Donation and any Additional Contributions will be paid at the direction of the Attorney General in relation to the violations of state law discussed herein, and not on behalf of Respondents. Therefore, Respondents stipulate that neither Vetmade nor Campbell will claim any tax deduction, credit, or other benefit related to any charitable contributions discussed in this AVC to the extent that they can legally do so under existing federal law.

5. FAILURE TO COMPLY WITH TERMS AND CONDITIONS OF AVC

5.1 In the event Respondents fail to comply with any of the terms and

conditions of this AVC, Respondents shall be in default of this AVC and hereby stipulate to entry of a final judgment against them, jointly and severally, in favor of the Attorney General. Evidence of failure to comply with the terms and conditions of this AVC may be in the form of an affidavit from the Attorney General.

5.2 Respondents acknowledge and agree that any failure to comply with the terms and conditions of this AVC is, by statute, *prima facie* evidence of a violation of FDUTPA, and will subject Respondents to any and all civil penalties and sanctions provided by law, including the award of attorney's fees and costs.

6. ACCEPTANCE OF THE AVC

6.1 The payment of any monies by the Respondents to the Attorney General pursuant to Section 4 above, does not constitute acceptance by the Attorney General of the terms of this AVC without express written approval, and, unless otherwise agreed, any payments shall immediately be returned to Respondents in the event that all or a portion of this AVC is rejected by the Deputy Attorney General, or his/her designee.

6.2 The effective date ("Effective Date") of this AVC is the date on which the AVC is fully executed by the parties.

7. BUSINESS RECORDS

In connection with the Attorney General's future monitoring of Respondents, Respondents agree to retain documents and information reasonably sufficient to

establish their compliance with the provisions of this AVC for two (2) years from the Effective Date of this AVC. Respondents shall provide the Attorney General reasonable access to such documents and information upon written request from the Attorney General, and Respondents shall produce documents and information requested by the Attorney General within fifteen (15) calendar days of the written request.

8. CONSTRUCTION OF AVC

8.1 If any clause, provision, or section of the AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

8.2 This AVC is the result of joint negotiations between the parties and shall be deemed to have been drafted by both the Attorney General and Respondents. In the event of a dispute, this AVC shall not be construed against either party. Nothing herein shall be construed to limit or bar any other governmental entity from pursuing other available remedies against Respondents for acts and practices addressed by this AVC.

8.3 This AVC is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this AVC, and it supersedes all previous

negotiations and agreements. The parties have made no representations or warranties to each other than those representations expressly stated in this AVC. Moreover, neither party's decision to enter into this AVC is based upon any statements by the other party which are not contained in the instant AVC.

9. APPLICABILITY

9.1 Within thirty (30) calendar days of the Effective Date, Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, directors, employees, agents, independent contractors, or other persons who are substantially affected by this AVC and are involved in the businesses, projects, and/or activities of Respondents, or anyone else acting for or on behalf of Respondents.

9.2 The obligations imposed by this AVC are continuing in nature and shall apply to Respondents' successors and assigns as well as any and all current or new officers, employees, agents, representatives or any other persons who become engaged in the business or activities of Respondents.

10. CHANGES IN LAW OR BUSINESS PRACTICES

Respondents shall not alter either their business practices or the organizational identity of any existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this AVC.

11. MISCELLANEOUS

11.1 The Attorney General has not approved any of Respondents' business practices, and Respondents shall not use the existence of this AVC to in any way imply such approval.

11.2 Nothing in this AVC is to be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents or any other person or entity.

11.3 Respondents expressly acknowledge that they had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this AVC. Respondents have read this AVC, are aware of its terms and conditions, have voluntarily executed it, and acknowledge that to the extent they have waived any rights or defenses by entry into this AVC, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

11.4 Respondents acknowledge that no promises of any kind or nature whatsoever, other than the written terms of this AVC, were made to induce Respondents into entering into this AVC.

11.5 Respondents further waive and release any and all claims they may have against the Attorney General, its employees, representatives, or agents with respect to this investigation and AVC.

11.6 It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this AVC may be executed in counterparts the compilation of which shall constitute the full and final agreement.

11.7 Notice to any of the parties to this AVC as may be required shall be made by mail at the addresses set forth below unless any party notifies the other parties in writing of another address to which notices should be provided.

To Respondents:

Vetmade Industries, Inc.
1517 West Cypress Street
Tampa, FL 33606

and/or

John S. Campbell
4802 North Highland Avenue
Tampa, Florida 33603

To the Attorney General:

Edward Carlton Carter
Office of the Attorney General
Consumer Protection Division
3507 East Frontage Road, #325
Tampa, Florida 33607

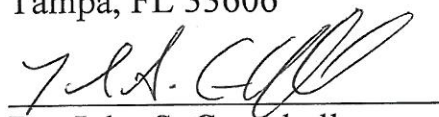
IN WITNESS WHEREOF, Respondents have caused this AVC to be executed by an authorized representative in the county and state listed below, as of the date affixed thereon.

SIGNATURES ON SEPARATE PAGE(S)

FOR VETMADE INDUSTRIES, INC.:

BY MY SIGNATURE, I, John S. Campbell, hereby affirm that I am acting in my capacity and within my authority as Director of Vetmade Industries, 1517 West Cypress Street, Tampa, Florida 33606, and that I am binding Vetmade Industries, Inc. to the terms and conditions of this AVC.

Vetmade Industries, Inc.
1517 West Cypress Street
Tampa, FL 33606



By: John S. Campbell

Title: Director

Date: 27 FEB, 2019

STATE OF FLORIDA
COUNTY OF Hillsborough

BEFORE ME, an officer duly authorized to take acknowledgments in the state of Florida, personally appeared John S. Campbell, as an authorized officer of Vetmade Industries, Inc., who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 27th day of February, 2019.

Sworn to and subscribed before me this 27th day of February, 2019.





NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Type of Identification Produced: FL Driver License

FOR JOHN S. CAMPBELL, INDIVIDUALLY:

Agreed to and signed this 27th day of February, 2019, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I affirm that my signature below binds me personally and individually to the terms and conditions of this AVC.

[Signature]
By: John S. Campbell, Individually
Date: 27 FEB, 2019

STATE OF FLORIDA
COUNTY OF Hillsborough

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared John S. Campbell, individually, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 27th day of February, 2019.

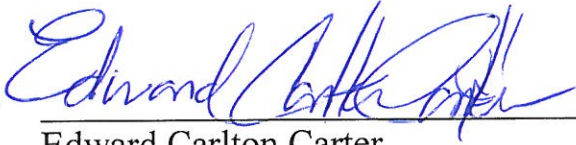
Sworn to and subscribed before me this 27th day of February, 2019.



[Signature]
NOTARY PUBLIC
(print, type or stamp commissioned name of Notary Public)

Type of Identification Produced: FL Driver License

**FOR THE OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS**



Edward Carlton Carter
Assistant Attorney General
Office of the Attorney General
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515
Electronic mail: Edward.Carter@myfloridalegal.com



Patricia A. Conners
Chief Associate
Deputy Attorney General
Office of the Florida Attorney General
Capitol - Plaza Level - Room PL-01
Tallahassee, FL 32399
Tel: 850-245-0140
Fax: 850-487-2564

Accepted this _____ day of _____, 2019