

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

**IN THE INVESTIGATION OF:**

**AG Case Number: L15-31238**

**MICHAEL GATEWOOD,  
an Individual,  
Respondent.**

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**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 Michael Gatewood (“Gatewood” or “Respondent”).

Respondent enters 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.

Initials

## 1. STIPULATED FACTS

1.1. Michael Gatewood is an individual residing in Hillsborough County, Florida. Gatewood was, at all times material hereto, the President, Chief Executive Officer, and sole owner of Husky Cargo, LLC (“Husky”), a currently inactive Florida limited liability company that was engaged in the business of manufacturing and sale of custom-built automotive and cargo trailers (“Trailers”).

1.2. Gatewood directly participated in, managed, operated, controlled, and had the ability to control the operations of Husky, including, but not limited to, making operational and financial decisions for Husky.

1.3. The Attorney General opened an investigation following its receipt of numerous consumer complaints concerning Husky’s business practices. Consumers have also complained to the Better Business Bureau.

1.4. Specifically, the complaints allege that consumers placed sales orders with Husky for Trailers and paid advance deposits but did not receive the Trailers that Husky promised nor any refund of the purchase price.

1.5. Consumer complaints also allege that Husky failed to provide customer service, including, but not limited to, failing to answer business phones and failing to return consumers’ phone calls or emails.

1.6. 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.

1.7. The Attorney General has reviewed information, including consumer complaints and supporting documentation, and determined that during the relevant period Husky engaged in potentially unfair and deceptive business practices, including failing to deliver products ordered and paid for by consumers, failing to respond to customer inquiries, and failing to honor consumer requests for refunds. Respondent has contested the allegations against him, alleging that the acts complained of were caused by the manager of Husky and its bookkeeper.

1.8. This AVC is based upon the stipulated facts detailed 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 Respondent 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 Gatewood is permanently restrained and enjoined from soliciting orders and/or collecting funds for or on behalf of Husky from new or existing customers relating to the marketing and/or sales of automotive or cargo trailers, parts or equipment.

3.2 Gatewood is restrained and enjoined for a period of two (2) years from (a) establishing, (b) owning, (c) operating, (d) controlling, or (e) managing any corporation, limited liability company or any other entity that engages in the manufacturing, production, or customization of enclosed trailers, unless such activity is undertaken with a co-owner that controls at least fifty percent (50%) of the new entity.

### **4. MONETARY RELIEF**

Based on the restitution paid by Respondent on behalf of Husky pursuant to the terms of the Consent Final Judgment<sup>1</sup>, no additional restitution from Respondent is required under this AVC.

### **5. FAILURE TO COMPLY WITH TERMS AND CONDITIONS OF AVC**

5.1 In the event Respondent fails to comply with any of the terms and conditions of this AVC, Respondent shall be in default of this AVC and hereby

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<sup>1</sup> The Consent Final Judgment is being sought in *Office of the Attorney General, State of Florida, Department of Legal Affairs v. Husky Cargo, et al.* in the Circuit Court of The Tenth Judicial Circuit, Polk County, Florida.

stipulates to entry of a final judgment against him, 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 Respondent acknowledges and agrees 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 Respondent 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 Attorney General may refuse to accept this AVC at its discretion, and this AVC shall only become effective upon the execution of this AVC by the Deputy Attorney General or a 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 Respondent, Respondent agrees to retain documents and information reasonably sufficient to establish his compliance with the provisions of this AVC for two (2) years from the Effective Date of this AVC. Respondent shall provide the Attorney General reasonable access to such documents and information upon written request from the Attorney General, and Respondent 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 Respondent. 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 Respondent 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, Respondent 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 Respondent, or anyone else acting for or on behalf of Respondent.

9.2 The obligations imposed by this AVC are continuing in nature and shall apply to Respondent's 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 Respondent.

**10. CHANGES IN LAW OR BUSINESS PRACTICES**

Respondent shall not alter either his 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. RELEASE**

Subject to Sections 1.8, 5.1, and 5.2 herein, and in consideration of and in return for the promises and covenants in this AVC, the Attorney General hereby acknowledges the satisfaction, release and discharge of Respondent, his relatives, assigns and heirs, as well as creditors of Respondent and Husky, from any future claim or charge levied by the Attorney General, which claim or charge stems from

or is otherwise directly related to the actions of Respondent and Husky described in this AVC. This release shall not apply to any actions taken by Respondent or Husky following the Effective Date of this AVC.

## 12. MISCELLANEOUS

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

12.2 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 Respondent or any other person or entity.

12.3 Respondent expressly acknowledges that he had the opportunity to obtain the advice and counsel of an independent attorney of his choosing to assist in the negotiation and preparation of this AVC. Respondent has read this AVC, is aware of its terms and conditions, has voluntarily executed it, and acknowledges that to the extent he has 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.

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



12.5 Respondent further waives and releases any and all claims he may have against the Attorney General, its employees, representatives, or agents with respect to this investigation and AVC.

12.6 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.

12.7 Notice to any of the parties to this AVC as may be required shall be made by certified 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 Respondent:

Michael Gatewood  
c/o R. Marshall Rainey  
Burr & Forman, LLP  
P.O. Box 380  
Tampa, FL 33601

To the Attorney General:

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


**IN WITNESS WHEREOF**, Respondent has caused this AVC to be executed  
in the county and state listed below, as of the date affixed thereon.

**SIGNATURES ON SEPARATE PAGE(S)**

**MICHAEL GATEWOOD, INDIVIDUALLY**

Agreed to and signed this 28 day of March 2019, by the below-stated person who states and affirms as follows:

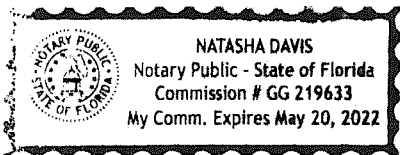
**BY MY SIGNATURE**, I affirm that my signature below binds me personally and individually to the terms and conditions of this AVC.

  
\_\_\_\_\_  
Michael Gatewood, Individually

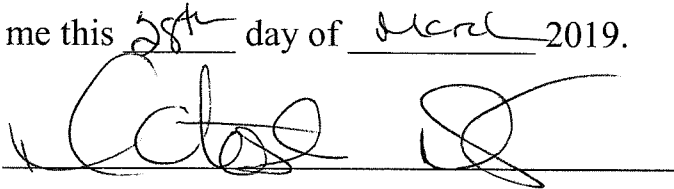
STATE OF FLORIDA)  
COUNTY OF HILLSBOROUGH)

**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Michael Gatewood, individually, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 28 day of March 2019.

Sworn to and subscribed before me this 28<sup>th</sup> day of March 2019.



[NOTARY SEAL]

  
\_\_\_\_\_

Notary Public  
Personally known \_\_\_\_\_  
OR Produced Identification # E32055076010  
Type of Identification Produced FD

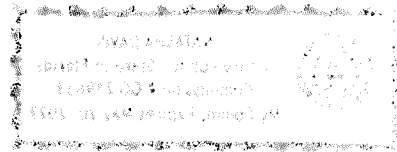
**THE OFFICE OF THE ATTORNEY GENERAL  
STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS**



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State of Florida  
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Accepted this 3<sup>rd</sup> day of April, 2019