

**DEPARTMENT OF LAW
STATE OF COLORADO**

ASSURANCE OF DISCONTINUANCE AND VOLUNTARY COMPLIANCE

IN THE MATTER OF THE RUN LOCAL LOCKSMITH, INC., AND MENI
AGABABAYEV, individually, and AL HASSAN, individually.

This Assurance of Discontinuance and Voluntary Compliance (“Assurance”) is entered into between the State of Colorado, *ex rel.* Attorney General John W. Suthers, through the undersigned Assistant Attorney General (“State”) and Run Local Locksmith, Inc., and Meni Agababayev, and Al Hassan, in their capacity as employees of Run Local Locksmith, Inc., (hereinafter collectively referred to as “Run Local” or “Respondents”). This Assurance is entered into pursuant to the Attorney General’s powers under C.R.S. § 6-1-110(2), and is being agreed to by the parties in lieu of the Attorney General filing a complaint against Respondents for the conduct described below.

PARTIES

1. John W. Suthers is the duly elected Attorney General for the State of Colorado and has express jurisdiction to investigate and to prosecute violations of the Colorado Consumer Protection Act (“CCPA”), C.R.S. § 6-1-101, *et seq.*

2. Respondent Run Local is a Michigan corporation incorporated on January 9, 2008 with a principal place of business at 26636 Van Dyke Ave., Center Line, Michigan 48015-1222. Run Local advertises mobile locksmith services nationally via the Internet. Run Local contracts with locksmiths operating in Colorado and is registered with the Colorado Secretary of State.

3. Respondent Mr. Meni Agababayev is an owner of Run Local and is involved in the day to day operations of the company.

4. Respondent Al Hassan is an employee of Run Local and is involved in the day to day operations of the company.

ALLEGATIONS

5. Run Local advertises mobile locksmith services nationally via the Internet. Colorado consumers who search for “Denver Locksmith” will likely see Run Local’s webpage advertised on search engines such as Google. Run Local’s Colorado webpage as of October 2010 advertised a “15 minute response” and a “\$15 service fee.”

6. The Colorado Attorney General has received complaints from consumers who complained of prices charged by Run Local’s locksmiths. Additionally, consumers have complained that the technicians did not arrive with fifteen minutes as advertised.

7. Run Local does not track the time from when a consumer calls until when its technicians arrive. Therefore, Run Local is unable to substantiate the advertised fifteen minutes response time.

8. The Colorado Attorney General interviewed more than thirty consumers who used Run Local’s vehicle locksmith services. The majority of these consumers stated that Run Local did not arrive within fifteen minutes of the time they called.

RESPONDENTS’ ASSURANCES

9. Respondents enter this Assurance as a compromise and settlement of the State’s allegations herein. This Assurance shall not be considered an admission of violation for any purpose. Respondents assure the State that Respondents and their employees, agents, assigns

and successors will comply with the Colorado Consumer Protection Act. as now constituted or as may hereafter be amended, in conducting business in the state of Colorado.

10. Respondents will not advertise a fifteen minute response time or any other specific number of minutes response time unless they maintain records supporting and substantiating such a claim.

11. Respondents will pay \$22,000 to the Colorado Department of Law and said payment shall be held in trust by the Colorado Attorney General to be used first for reimbursement of the State's actual costs and attorney fees and, second, to be held along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud, or antitrust enforcement actions. This amount will be paid in eleven monthly installments of \$2,000. The Colorado Attorney General may use any portion of this money, or no portion, to provide consumer restitution.

12. Any failure by Respondents to abide by paragraphs 9-11 herein shall negate this agreement allowing the State to file its contemplated Complaint and shall require respondents to pay an immediate penalty of \$100,000.

ADDITIONAL TERMS

13. The obligations set forth in this Assurance are of a continuing legal nature.

14. A violation of any of the terms of this Assurance shall constitute a *prima facie* violation of the CCPA under C.R.S. § 6-1-110(2). Upon Respondents' violation of any of the terms of this Assurance, the Attorney General shall be entitled to file a civil action under the CCPA in any court of competent jurisdiction and to seek an injunction or other appropriate order from such court to enforce the provisions of this Assurance.

15. In addition to any remedies provided under the CCPA, the Attorney General shall be entitled to apply for and seek from a court of competent jurisdiction an order converting this Assurance into a permanent injunction against Respondents as if the parties had fully litigated all issues contained herein, upon a showing by the Attorney General of a violation by Respondents of this Assurance. In such event, Respondents agree to waive any and all defenses and counterclaims that they may have had to such an action, except as to claims or defenses related to the alleged violation of this Assurance or as to the need for injunctive relief.

16. The State acknowledges by its execution hereof that this Assurance constitutes a complete settlement and release of all claims on behalf of the State against Respondents with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted with regard to the acts, practices or omissions alleged by the State in this Assurance that arose prior to this date under the cited statutes. Nothing in this Assurance shall be construed to release claims held by any other governmental authority or unit.

17. This Assurance shall not be construed to affect the rights of any private party to pursue remedies pursuant to C.R.S. § 6-1-113 of the CCPA, or under any other statutes through claims or actions in common law.

18. Pursuant to C.R.S. § 6-1-110(2), this Assurance shall be a matter of public record.

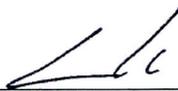
19. The person who signs this Assurance in a representative capacity for Run Local warrants that he or she is duly authorized to do so.

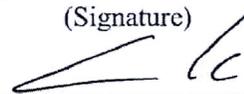
20. This Assurance may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance. Facsimile and

electronic copies of this Assurance and the signatures hereto may be used with the same force and effect as an original.

DATED this 9 day of March, 2012

RUN LOCAL LOCKSMITH

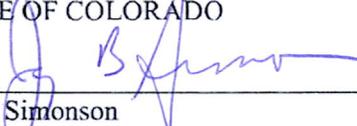
By: 
(Signature)


MENI AGABABAYEV, Individually


AL HASSAN, Individually

DATED this 11 day of April 2012.

JOHN W. SUTHERS
ATTORNEY GENERAL
STATE OF COLORADO

By: 
Jay B. Simonson
First Assistant Attorney General
Consumer Protection Section
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