

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL**

IN THE MATTER OF:

**S and K OF QUINCY, Inc., aka KELLY JUNIOR #9, 1958 W. Jefferson St.,
Quincy, Florida**

Respondent.

CASE NO. L08-3-1216

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the OFFICE OF THE ATTORNEY GENERAL has opened an investigation into S and K of Quincy, Inc., 1958 W. Jefferson St., Quincy, Florida (hereinafter referred to as "S and K") in connection with the sale of gasoline to Florida consumers during a declared state of emergency.

This Assurance of Voluntary Compliance (AVC) is solely intended to resolve the investigation against S and K. S and K enters into this AVC without any admission of liability and for the purpose of the resolution of this matter only.

The Office of the Attorney General, by the signatures affixed hereto, does in this matter accept this AVC in termination of its investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Office of the Attorney General by said statute.

INJUNCTIVE TERMS

1. S and K agrees that it will refrain from violating the following acts and practices:

a) Price-gouging during a declared state of emergency, as that term is defined in Section 501.160(3), Florida Statutes (2007); more specifically, S and K agrees to sell any essential commodity, including fuel products, only at a price that does not grossly exceed those prices found in the local market area within the 30 days preceding the date of the declaration of the state of emergency or at a price that does not grossly exceed that price at which it sold fuel products within the 30 days preceding the date of the declaration of the state of emergency, unless the increase in the amount charged is attributable to additional costs incurred in connection with the provision of these products.

MONETARY TERMS

Consumer Restitution

2. Within 30 days from the execution of this Assurance of Voluntary Compliance, S and K agrees to provide the Attorney General with proof of a contribution to the American Red Cross National Disaster Relief Fund in the amount of \$2,000.00 (two thousand dollars). In addition S and K agrees to provide restitution to every customer who comes forward with a receipt or other proof of purchase for the period September 12, 2008, through September 15, 2008, in the full amount the customer was overcharged.

Settlement Funds

3. S and K shall pay to the Attorney General the sum of One Thousand Dollars (\$1,000.00) for attorney's fees and costs of this investigation, made payable to the Legal Affairs Revolving Trust Fund and sent to Gerard Johnson, Office of the Attorney General, Department of Legal Affairs, PL-01, The Capitol, Tallahassee, Florida 32399-1050, pursuant to Section 501.2101, Florida Statutes.

FUTURE VIOLATIONS

4. In consideration for the fulfillment of the injunctive and monetary obligations set forth above, no penalties are to be imposed under this AVC. However, the Attorney General reserves the right to seek penalties under Chapter 501, Part II, Florida Statutes for any future violations of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney's fees and costs in the event of any future non-compliance. Finally, pursuant to Section 501.207, Florida Statutes, a violation of this AVC is *prima facie* evidence of a violation of the Florida Deceptive and Unfair Trade Practices Act, Section 501, Part II, Florida Statutes.

APPLICABILITY

5. This AVC shall apply to and bind S and K, the Company's officers, directors, employees, agents, representatives, independent contractors, successors and assigns.

ACCEPTANCE

6. This AVC shall become effective upon its acceptance by the Office of the Attorney General, which may refuse to accept it at its discretion. The receipt or deposit by the Office of the Attorney General of any monies pursuant to the AVC does not constitute acceptance, and any monies received will be returned if the AVC is not accepted.

7. Upon the execution of this AVC by the parties, payment of the amounts specified in paragraphs 2 & 3, above, and subject to the Company's full compliance with the terms of the AVC, the Office of the Attorney General shall terminate its investigation and shall not pursue any further investigation of S and K regarding claims of price-gouging up to the date of the execution of this AVC.

IN WITNESS WHEREOF, S and K of Quincy, Inc. has caused this Agreement to be executed by Raed Abuaisha as President of S and K of Quincy, Inc., a duly authorized representative of S and K of Quincy, Inc., in Florida as a true act and deed, in Leon County, Florida, this 2nd day of October 2008.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity with S and K

of Quincy, Inc., 1958 W. Jefferson St., Quincy, Florida in Florida, and that by my signature I am binding said corporation to this Agreement.

Raed Abuaishe

STATE OF FLORIDA
COUNTY OF Leon

BEFORE ME, this 2nd day of October, 2008, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Raed Abuaishe, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of

CJWS

NOTARY PUBLIC



Claudia Y. Johns
Commission # DD562437
Expires June 11, 2010

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

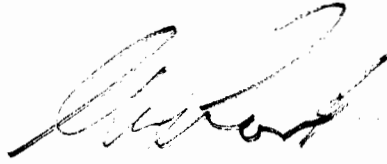
Personally known or Produced
Identification (check one)

Type of Identification Produced:
FL DL A120-720-64-133-0

FOR THE OFFICE OF THE ATTORNEY GENERAL

ACCEPTED this 2ND day of OCTOBER 2008

Michael A. Palecki
MICHAEL A. PALECKI
ASSISTANT ATTORNEY GENERAL
OFFICE OF THE ATTORNEY
GENERAL
DEPARTMENT OF LEGAL AFFAIRS
The Capitol, PL-01
Tallahassee, Florida 32399-1050
850-414-3600



MARY LEONTAKIANAKOS
DIRECTOR
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