

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT

Case Type: Other Civil  
(Consumer Protection)

Court File No. \_\_\_\_\_

In the Matter of Tradebloc, Inc.

**ASSURANCE OF  
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“Attorney General”) and Tradebloc, Inc. (“Tradebloc”);

WHEREAS, Tradebloc is a Texas corporation with its principal place of business at 701 Commerce Street, Dallas, TX 75202;

WHEREAS, Minnesota Statute § 8.31 vests the Attorney General with authority to enforce Minnesota’s laws respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade, including by bringing a civil action in Minnesota state court and pursuing injunctive relief, restitution and/or disgorgement, a civil penalty of up to \$25,000 per violation, and recovery of the State’s attorneys’ fees and costs;

WHEREAS, Tradebloc marketed, sold, and provided “timeshare exit” services whereby Tradebloc offers to aid in the resolution, settlement, elimination, default, avoidance, or evasion of contractual payment obligations or other debt arising from existing timeshare arrangements to which Minnesota consumers are bound;

WHEREAS, the Attorney General alleges that Tradebloc engaged in debt-settlement services without first becoming registered with Minnesota’s Department of Commerce as required by Minn. Stat. § 332B.03 and that Tradebloc performed for Minnesota consumers, and imposed charges or received payment from Minnesota consumers for, debt-settlement services without first executing written debt-settlement services agreements that complied with Minn. Stat. § 332B, as required by Minn. Stat. § 332B.06, and without first performing all of the services it agreed to perform, as required by Minn. Stat. § 332B.09;

WHEREAS, the Attorney General further alleges that Tradebloc initiated contact with Minnesota consumers and solicited sales in which the agreement or offer to purchase was made at a place other than the place of business of the seller, thereby engaging in home solicitation sales and personal solicitation sales, and that Tradebloc’s first contact with consumers failed to satisfy certain notices requirements and disclosure obligations required by Minn. Stat. §§ 325G.07–08 (requiring oral and written disclosure of 3-day right to cancel), 325G.13 (requiring disclosure at initial contact of seller’s name, business name, the identity of goods or services being sold, and that the seller wishes to sell such goods or services);

WHEREAS, the Attorney General alleges that the above-described alleged conduct violates Minn. Stat. §§ 332B.03-.12, 325G.06 *et seq.*, and 325G.12 *et seq.*;

WHEREAS, Tradebloc denies the Attorney General's allegations;

WHEREAS, Timothy Dwight Clark ("Mr. Clark") is the CEO and owner of Tradebloc;

WHEREAS, the Attorney General's Office was further investigating potential violations of the Minnesota Consumer Fraud Act, 325F.69-.70, False Statement in Advertising Act, Minn. Stat. § 325F.67, and Deceptive Trade Practices Act, Minn. Stat. § 325D.44;

WHEREAS, Minnesota Statute § 8.31 vests the Attorney General with authority to accept an assurance of discontinuance to resolve its investigations, and such an assurance may include a stipulation for performance or remedies provided by § 8.31, and violation of such an assurance is punishable as contempt;

WHEREAS, the Attorney General and Tradebloc (collectively, the "Parties") desire to resolve fully this matter by entering into this Assurance;

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

### **REPRESENTATIONS AND WARRANTIES**

1. On November 13, 2024, Tradebloc provided the Attorney General with a list of Minnesota consumers with whom Tradebloc contracted, along with the amount Tradebloc collected from each Minnesota consumer on the list ("Minnesota Consumer List"). According to the Minnesota Consumer List, Tradebloc contracted with 13 Minnesota consumers, who paid a total of \$95,029.16. Of those 13 consumers, six requested and received full refunds totaling \$35,576.

2. Tradebloc represents and warrants that the Minnesota Consumer List is complete and accurate. The Attorney General relies upon Tradebloc's representations and warranties in its investigation and resolution of this matter.

### **INJUNCTIVE RELIEF**

3. Tradebloc, including its principals, officers, directors, employees, independent contractors, affiliates, subsidiaries, and successors, as well as other persons in active concert or participation with Tradebloc (including any agents or affiliates who may have acted on its behalf or who may act on its behalf in the future) who receive actual notice of this order, shall comply with the following permanent injunctive terms and provisions:

4. Tradebloc shall rescind any contracts it has in effect with any consumer listed on the Minnesota Consumer List within 10 days of the Court's acceptance of this Assurance. Tradebloc shall not enforce the terms of any existing contract with any consumer on the Minnesota Consumer List.

5. Without first becoming registered as a debt settlement services provider pursuant to Minn. Stat. ch. 332B, Tradebloc shall not hereinafter conduct any timeshare exit or other debt-settlement business, directly or indirectly, individually or in conjunction with any other person or entity in the State of Minnesota, including but not limited to collecting payments from, marketing to, selling to, and providing goods or services to consumers located in Minnesota related to exiting timeshares. For purposes of this Assurance, “timeshare exit or other debt-settlement business” shall refer to any service offered to aid in the resolution, settlement, elimination, default, avoidance, or evasion of contractual payment obligations or other debt arising from any Minnesota consumer’s timeshare arrangement in exchange for payment(s) from consumers, as well as any other conduct as described in Minn. Stat. § 322B.02, subdivision 10.

6. Tradebloc shall fulfill the terms of this Assurance, and all of its parents, subsidiaries, and successors shall be bound by this Assurance as if they had signed this Assurance, so as to accomplish the full relief contemplated by this Assurance. Tradebloc shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

### **MONETARY PAYMENT**

7. Tradebloc shall pay to the Attorney General the sum of \$59,453.16 (“Monetary Payment”) pursuant to Minn. Stat. § 8.31. The Monetary Payment shall be made in three monthly installments as follows:

<b>Amount</b>	<b>Deadline for Payment</b>
\$20,000	30 days after Court approval of this Assurance
\$20,000	60 days after Court approval of this Assurance
\$19,453.16	90 days after Court approval of this Assurance

The above payments shall be payable to the State of Minnesota and sent by check to Assistant Attorney General Adam Welle, Minnesota Attorney General’s Office, 445 Minnesota Street, Suite 1200, St. Paul, Minnesota 55101. All or any portion of the Monetary Payment may be distributed to individuals identified in Minnesota Consumer List by the Attorney General, in his discretion, pursuant to section 8.31. To the extent that identified consumers cannot be located or payment to such consumers is otherwise impracticable, the Attorney General may remit that portion of the monetary payment to the general fund of the State of Minnesota pursuant to sections 8.31 and 16A.151.

8. If Tradebloc does not cure a failure to comply with the payment schedule specified in Paragraph 7 above, Tradebloc and Mr. Clark consent to and authorize the AGO to, ex parte, immediately file with the Court the Confession of Judgment that Mr. Clark has executed in relation to this Assurance pursuant to Minn. Stat. § 548.22, thereby rendering Mr. Clark immediately liable for the entire Monetary Payment, minus any amounts already paid by Tradebloc pursuant to this Assurance. Tradebloc and Mr. Clark consent to the Court Administrator or Clerk of Court entering the Confession of Judgment forthwith without any additional notice or other action. Tradebloc and Mr. Clark further consent to and authorize the Attorney General, at his sole discretion, to request and receive a copy of Tradebloc and Mr. Clark credit reports from Equifax, Experian, and

TransUnion after entry of this Assurance, and Tradebloc and Mr. Clark acknowledge and admit that such procurement of credit reports constitutes a permissible purpose for a consumer reporting agency to furnish the reports under 15 U.S.C. § 1681b(a).

### **STAYED CIVIL PENALTY**

9. Tradebloc shall pay a stayed civil penalty of \$50,000 to the Attorney General upon application to the Court, with an opportunity for Tradebloc to respond to such application, and a finding by the Court indicating that Tradebloc has violated any of the terms of this Assurance and Order, or failed to provide the Attorney General with an accurate and complete list of Minnesota consumers with whom Tradebloc contracted for the provision of goods or services related to exiting timeshares.

### **GENERAL TERMS**

10. Nothing in this Assurance shall relieve Tradebloc of its obligation to comply with all applicable Minnesota and federal laws and regulations.

11. Per Minnesota Statute § 8.31, subd. 2b, this Assurance is not considered an admission of a violation for any purpose.

12. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

13. The person signing this Assurance for Tradebloc warrants that Tradebloc has authorized the person to execute this Assurance and that he or she executes this Assurance in an official capacity that binds Tradebloc and its subsidiaries and successors.

14. This Assurance constitutes the full and complete terms of the agreement entered into by Tradebloc and the Attorney General.

15. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

16. The Ramsey County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

17. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

18. Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

19. Tradebloc agrees that the Stayed Civil Penalty in Paragraph 9 of this Assurance, if imposed by any court, represents a civil penalty owed to the State of Minnesota, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

20. Tradebloc understands that if a Court of competent jurisdiction holds that Tradebloc has committed a violation of this Assurance, that such violation may subject Tradebloc to sanctions for contempt pursuant to Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Tradebloc for any and all violations of this Assurance.

21. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

22. Tradebloc shall notify its principals, officers, directors, agents, employees, affiliates, subsidiaries, and successors, and any other person in active concert or participation with the company of the obligations, duties, and responsibilities imposed on them by this Assurance.

23. Tradebloc shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Tradebloc.

24. Tradebloc agrees that the Attorney General, without further notice to Tradebloc, may file this Assurance with the Ramsey County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

25. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Adam Welle, Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101

Tradebloc Inc.  
701 Commerce Street  
Dallas, Texas 75202

Timothy Clark  
701 Commerce Street  
Dallas, Texas 75202

26. On or before executing this Assurance, Tradebloc shall provide the Attorney General its taxpayer identification number (TIN). Tradebloc understands that it may be subject to a penalty if it fails to provide the Attorney General with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Tradebloc shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the

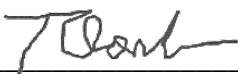
Attorney General by December 31, 2024, any additional necessary information requested by the Attorney General's Office.

KEITH ELLISON  
Attorney General  
State of Minnesota

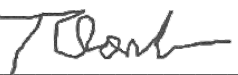
Date: January 21, 2025

By: /s/ Adam Welle  
Adam Welle  
Assistant Attorney General  
State of Minnesota

Date: 1/21/25

By:   
Timothy Clark, CEO  
Tradebloc Inc.

Date: 1/21/25

By:   
Timothy Clark, individually

**ORDER**

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.