

## ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereinafter "AVC") is entered into by Advantage Inc., (hereafter "Advantage") a Virginia corporation, for settlement purposes only. This AVC shall not be deemed or construed as evidence or an admission of any issue of fact or law, nor a determination that a violation of the law occurred.

1. Advantage is a corporation organized under the laws of the State of Virginia with its principal place of business at 1611 North Kent Street, Suite 905, Arlington, Virginia, 22209. All references to Advantage include acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors. Advantage, and the person signing this AVC on behalf of Advantage, represent and stipulate as part of this AVC, that Advantage is the appropriate entity to be party to this AVC.

2. Advantage agrees and understands that this AVC applies to Advantage, its principals, officers, directors, agents, employees, representatives, successors and assigns, jointly and severally, while acting personally, or through any corporation or any other business entities, whose acts, practices, or policies are directed, formulated or controlled by Advantage.

3. Advantage agrees and understands that, following acceptance of this AVC by the State of Oklahoma, by and through Attorney General W.A. Drew Edmondson, the Attorney General's Office may communicate directly with Advantage counsel, Benjamin L. Ginsberg and Kathryn Biber Chen of Patton Boggs LLP in Washington, DC, for the purpose of executing and enforcing the terms of this document and resolving future matters that may arise under this document.

4. Advantage is engaged in the business of providing a variety of telecommunication services to commercial and noncommercial customers throughout the United States. These services include, but are not limited to, the occasional delivery of pre-recorded voice messages to telephone lines situated within the State of Oklahoma.

5. Severability. The parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the parties, relating to the basis of this AVC. The Parties further acknowledge that this AVC constitutes a single and entire agreement that is not severable or divisible. If, however, any provision or provisions of this AVC is or are declared invalid by a court of competent jurisdiction, the rest of this AVC shall remain in full force and effect and shall not be affected by such declaration.

6. Non-Approval. Advantage, through its agents, representatives and/or employees shall not, directly or indirectly, represent to any person, natural or otherwise, that the Oklahoma Attorney General, or any of his employees, sanctions, endorses, or approves of any past or future methods, acts, uses, or practices of Advantage or its clients.

7. Jurisdiction Retained. Jurisdiction is retained for the purpose of enabling any party to this AVC to apply to the courts of the State of Oklahoma at any time for the purpose of enforcement of the provisions herein.

8. Scope of AVC. This AVC embodies the entire agreement and understanding of the Parties hereto with respect to the broadcast of prerecorded voice messages to telephone lines situated within the State of Oklahoma on July 24, 2006.

9. Agreement to Proceed. Having read and understood the terms and conditions of this AVC, the Parties agree that this AVC constitutes a fair agreement, and presently agree to proceed in accordance therewith. The Oklahoma Attorney General believes an AVC, is presently adequate to protect the people of the State of Oklahoma. The Oklahoma Attorney General will forgo pursuing AJS, civilly or criminally, in state or federal courts, for alleged violations of the Telephone Consumer Protection Act giving rise to this AVC. AJS has had the opportunity to consult with legal counsel regarding this AVC, and agrees to be bound by all provisions contained herein. The Oklahoma Attorney General in no way releases AJS from any other liability under any other state or federal laws or from causes of action available to other parties.

## II. ASSURANCE

10. Advantage agrees to cease and desist from the following practices within the State of Oklahoma:

A. Advantage shall not deliver prerecorded voice messages to telephone numbers within the State of Oklahoma unless such prerecorded voice messages clearly identify, at the beginning of each such message, the person, business, or entity responsible for the prerecorded voice message and, during or at the end of the message, clearly state a telephone number where such person, business, or entity may be reached.

B. Advantage shall not engage in any business practices in violation of the Oklahoma Consumer Protection Act, 15 O.S. 2001 §751 et. seq., the Commercial Telephone Solicitation Act, 15 O.S. 2001 §775A.1 et. seq., and the Telemarketer Restriction Act, 15 O.S. Supp. 2005 §775B.1.

11. Advantage agrees to obey all other applicable laws of the State of Oklahoma.

12. For one (1) year following the execution of this AVC, to the extent that Advantage possesses information about future alleged violations of state or federal law, including but not limited to violations of Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* and the accompanying Federal Communications Commission rules found at 47 C.F.R. §64.1200; the Oklahoma Consumer Protection Act, 15 O.S. 2001 §751 et. seq., the Commercial Telephone Solicitation Act, 15 O.S. 2001 §775A.1 et. seq., and the Telemarketer Restriction Act, 15 O.S. Supp. 2005 §775B.1, and to the extent doing so does not waive any statutory or constitutional rights, Advantage agrees to report such information to the Attorney General.

13. For one (1) year following the execution of this AVC, if the Attorney General has reason to believe that Advantage has violated the terms of this AVC, the Attorney General may make reasonable written requests for documents and other information to ensure that Advantage is abiding by the terms of this AVC. Advantage agrees to respond to such requests within 30 days.

14. Upon execution, Advantage shall make a payment to the Attorney General in the sum of \$3,000.00. This payment shall be delivered at the time this AVC is executed to the following address:

Oklahoma Attorney General's Office  
ATTN: Thomas A. Bates  
4545 North Lincoln Boulevard, Suite 260  
Oklahoma City, OK 73105

15. Advantage understands that, in addition to any other sanctions which may be imposed under this AVC or under Oklahoma Law, violation of any term of this AVC may result in the Attorney General filing a civil action pursuant to the Telephone Consumer Protection Act.

16. Advantage enters into this AVC for settlement purposes only, and this AVC shall not be deemed or construed as evidence or an admission of any issue of fact or law, nor a determination that a violation of the law occurred.

#### **SIGNATURE AND ACKNOWLEDGMENT**

Advantage, Inc., has read and understands this agreement and each of its terms and agrees to each and every term.

I, being first duly sworn on oath, depose and say that I am the President of Advantage, Inc., and am fully authorized and empowered to sign this Assurance of Voluntary Compliance on behalf of Advantage, Inc., and have the ability to bind Advantage, Inc., to the terms of this Assurance of Voluntary Compliance.

Advantage, Inc.



Jeff Butzke, President  
1611 North Kent Street, Suite 905  
Arlington, VA 22209

AGREED AND ACCEPTED



THOMAS A. BATES, OBA #15672  
Assistant Attorney General  
Oklahoma Attorney General's Office  
4545 North Lincoln Blvd., Suite 260  
Oklahoma City, OK 73105  
Phone:405-522-1013  
FAX:405-522-0085