

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

IN THE MATTER OF:

**DADATA, INC;
SERVICING SOLUTIONS GROUP, LLC;
TOTAL PROTECTION PLUS, LLC;
MYINFOGUARD, LLC;
NEW LINK NETWORK, LLC;
VOICEXPRESS, INC.;
USA VOICE MAIL, INC.;
CHARLES R. DARST, an individual; and
SCOTT A. LUCAS, an individual,**

Case No. L11-3-1053

Respondents

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, the "Attorney General," caused an investigation to be made into the acts and practices of DADATA, INC; SERVICING SOLUTIONS GROUP, LLC; TOTAL PROTECTION PLUS, LLC; MYINFOGUARD, LLC; NEW LINK NETWORK, LLC; VOICEXPRESS, INC.; USA VOICE MAIL, INC.; CHARLES R. DARST, an individual; and SCOTT A. LUCAS, an individual, hereinafter collectively referred to as "Respondents."

The Attorney General acknowledges that Respondents have cooperated with the Attorney General in its investigation and this Assurance of Voluntary Compliance (hereinafter "AVC") represents a compromise and settlement of the Matters Investigated by the Attorney General as set forth below.

IT IS AGREED that this AVC does not constitute a finding of law or fact, or any evidence supporting any such finding of law or fact by any court or agency that Respondents have engaged in any act or practice declared unlawful by any laws, rules, or regulations of the State of Florida or as might apply or be applied in Florida. Respondents deny any liability or violation of law and enter into this AVC without any admission of liability. The parties intend that this AVC shall not be used as evidence against Respondents in any action or proceeding other than in an action or proceedings brought by the Attorney General to enforce its terms.

The Attorney General, by and through the undersigned Associate Deputy Attorney General, being in agreement, does in this matter accept this AVC in immediate 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. The Attorney General and Respondents hereby agree as follows:

I. DEFINITIONS

1.1 “Claims Administrator” means an independent third-party, which is experienced in claims administration and qualified to administer the notification and claims process, including verifying payment and reporting on the claims process.

1.2 “Customer” means a Florida telephone account holder during any part of the period July 1, 2009 through December 31, 2012 whose local telephone or “landline” account was charged for voicemail, e-fax, online backup, or similar services as identified herein.

1.3 “Claims Due Date” means a date 60 days after the Notice Date.

1.4 “Effective Date” shall mean the date on which the Attorney General, by and through the Associate Deputy Attorney General, accepts this Assurance of Voluntary Compliance (“AVC”).

1.5 “Eligible Customer(s)” means those Florida Customers whose telephone account with Embarq Florida and/or CenturyLink (“CenturyLink”) was charged for Services, defined herein, who have not received a refund or telephone bill credit or adjustment of the full amounts paid.

1.6 “Matters Investigated” means Respondents’ practices specifically related to facilitating the enrollment and billing of Florida telephone customers’ landline accounts for services offered by Respondents and third parties during the Relevant Period, as further described in paragraphs 2.1- 2.9.

1.7 “Notice” means written communication mailed via First Class U.S. Mail to Eligible Customers, in the form prescribed in this AVC, notifying them of their eligibility for a refund of unauthorized charges, instructions on filing a claim, and a claim form as prescribed herein.

1.8 “Notice Date” means the date on which the Notice was mailed to Eligible Customers.

1.9 “Refund Period” means July 1, 2009 through December 31, 2012.

1.10 “Refund Program” means the Attorney General Telephone Charges Refund Program as described in paragraph 4.4 of this AVC.

1.11 “Relevant Period” means July 1, 2009 through December 31, 2012.

1.12 “Respondents” are identified as:

a. DADATA, INC. “DADATA,” a Florida corporation, whose principal place of business is 3519 Palm Harbor Blvd., Palm Harbor, Florida 34683;

b. SERVICING SOLUTIONS GROUP, LLC “SSG,” a Nevada limited liability company, whose place of business is 28100 US Hwy 19 N., Ste 204, Clearwater, Florida 33763;

c. TOTAL PROTECTION PLUS, LLC, a Florida limited liability company, whose principal place of business is 11515 66th St. N., Largo, Florida, 33773;

d. MYINFOGUARD, LLC, a Florida limited liability company, whose principal place of business is 11515 66th St. N., Largo, Florida, 33773;

e. NEW LINK NETWORK, LLC, a Florida limited liability company, whose principal place of business is 2519 McMullen Booth Rd, Suite 501 #130, Clearwater, Florida, 33761;

f. VOICEXPRESS, INC., a Florida corporation, whose principal place of business is 3519 Palm Harbor Boulevard, Palm Harbor, Florida, 34683.

g. USA VOICE MAIL, INC., a Florida corporation, whose principal place of business is 3519 Palm Harbor Boulevard, Palm Harbor, Florida, 34683;

h. CHARLES R. DARST “DARST,” an individual, who is a Florida resident; and

i. SCOTT A. LUCAS “LUCAS,” an individual, who is Florida resident.

1.13 “Services” means voicemail, voicemail with Identity Theft services, electronic fax “e-fax”, online backup or similar services billed to customers’ telephone accounts by Respondents and third parties.

II. STIPULATED FACTS

2.1 Since at least 2009, Respondents DADATA and SSG were responsible for billing and customer service functions pertaining to voicemail, electronic fax, and other services, including Services defined herein.

2.2 Since at least 2009, Respondents DARST and LUCAS have been officers, managers, and/or owners of respondents DADATA; SSG; TOTAL PROTECTION PLUS, LLC;

MYINFOGUARD, LLC; NEW LINK NETWORK, LLC; VOICEXPRESS, INC.; and USA VOICE MAIL, INC.

2.3 During the period July 1, 2009 through December 31, 2012 (“Relevant Period”), Florida telephone customers (“Customers”) were charged \$12.95, \$14.95, or \$19.95 per month on their telephone bills for Services purportedly ordered online.

2.4 During the Relevant Period, DADATA submitted monthly charges for Services on behalf of Respondents and third parties for billing to Customers’ AT&T, Century Link, and Verizon telephone bills.

2.5 The Attorney General conducted an investigation of Respondents for unfair and deceptive practices pursuant to Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act, based on Customer allegations of unauthorized charges to their telephone bills.

2.6 From 2009 to the present, Respondents and third parties voluntarily issued telephone bill credits or refunds of charges to certain Customers totaling more than \$2.0 million pertaining to certain telephone lines billed for Services. While many Customers were provided full refunds, numerous Customers received partial refunds or credits of amounts paid.

2.7 During the Relevant Period, approximately 18,000 Customer telephone lines were billed for Services on CenturyLink telephone bills during the Relevant Period that were not otherwise fully refunded. This represents the vast majority of Customers billed for Services during the Relevant Period other than those Customers billed for Services on Verizon or AT&T telephone bills. Those Customers billed for Services on Verizon or AT&T telephone bills are or were eligible to file claims for full refunds of alleged unauthorized charges by participating in

class action litigation settlements in *Moore v. Verizon Communications, Inc. et al*,¹ and *Nwabueze v. AT&T*.²

2.8 Respondents have not directly or indirectly submitted any charges for billing to Florida Customers' telephone accounts since approximately December 2012. Respondents have ceased operations, except for winding up, as of January, 2013.

2.9 Respondents desire to resolve the issues raised during the course of this investigation by way of this AVC, without any administrative or judicial adjudication.

III. INJUNCTIVE RELIEF

Respondents, their principals, officers, directors, managers, employees, agents, and assignees, and any individual, subsidiary, division, or other entity acting under the actual direction or control of Respondents and those persons and entities in active concert or participation with Respondents, are hereby permanently restrained and enjoined from:

A. directly or indirectly enrolling Florida customers in Respondents' services or any third-party services billable to Florida landline or mobile telephone bills; and

B. directly or indirectly causing charges to appear on any Florida landline or mobile telephone bill.

IV. RESTITUTION

4.1 From 2009 to the present, Respondents and third parties voluntarily issued telephone bill credits or refunds of charges totaling more than \$2.0 million pertaining to certain Customer telephone lines billed for Services. Accordingly, a number of Customers have already received refunds before the Effective Date that are separate from the restitution being provided in connection with the AVC.

¹ *Moore v. Verizon Communications, Inc. et al*; Case No. 4:09-cv-01823 (N.D. CA.)

² *Nwabueze v. Pacific Bell Telephone Company D/B/A AT&T California*, Case No. CV 09-01529 SI (N.D. CA.)

4.2 In connection with resolution of this investigation, within fourteen (14) days after the Effective Date, Respondents shall issue refund checks which total \$1655.85 to three (3) governments (Florida Department of Transportation; Jacksonville Transportation Authority; and U.S. Navy Autec). Respondents shall deliver the checks to the Attorney General for delivery to the government entity representatives.

4.3 Within fourteen (14) days after the Effective Date, Respondents shall issue and deliver refund checks and a spreadsheet identifying refund amounts, customer names, telephone numbers, and addresses as reflected in their business records to the Claims Administrator for mailing refunds to the following customers:

a. A total of \$46,705.48 to fully refund 1,242 elders identified by the Attorney General as 80 to 99 years of age at the time of enrollment during the Relevant Period who had not received a full refund.

b. A total of \$9324.70 for 35 nonprofit businesses identified from Attorney General documents during the Relevant Period who had not received a full refund.

c. A total of \$107,761.83 for 388 customers who submitted affidavits or responses to questionnaires to the Attorney General relating to charges for Services incurred during the Relevant Period who had not received a full refund.

Before mailing, the address shall be referenced against the National Change of Address database. If any of the above-described payments are returned as undeliverable, the Claims Administrator will perform additional research and re-mailing in an effort to deliver refund checks.

4.4 On the Effective Date, Respondents shall take steps to promptly implement the Attorney General Telephone Charges Refund Program (“Refund Program”) to process refund checks to Eligible Customers who file timely and complete claims certifying: (1) they were

billed for services during the Refund Period without their consent; and (2) have not previously received a full refund for charges paid. All timely claims that contain the required certification shall be accepted and paid without challenge, except that the Claims Administrator may adjust the amount paid to reflect partial credits or refunds previously issued.

a. Claims Administrator: Respondents and the Attorney General shall recommend independent Claims Administrators for mutual consideration. Upon good faith consultations and mutual agreement, the Attorney General, after conferring with Respondents, shall appoint an independent Claims Administrator to administer the Refund Program and Respondents shall pay the fees and expenses of the Claims Administrator incurred with respect to the obligations within this AVC, as further set forth in paragraph 5.5 of this AVC. The Claims Administrator shall be responsible for notifying and administering potential claims of Eligible Customers, including creating a website, handling live telephone operator functions, creating and documenting claims and correspondence, determining allowed claims and amounts due to claimants, verifying refund processing and payment, and reporting on the claims process and outcome. Claims Administrator will also perform services to research updated addresses through National Change of Address database and other sources to facilitate issuance of the Notice and a refund check to an updated address and such further services as appropriate to meet the restitution obligations, including the refund provisions in paragraph 4.3 of this AVC. Claims Administrator may seek authorization from the Attorney General, who shall confer with Respondents, to make adjustments to the claims notification and payment process in order to facilitate efficient and fair claims administration; such authorization and implementation of modified protocols will not be deemed a material change to this AVC.

b. Exemplar Notice, Webpages, online claim form: Within thirty (30) days after the Effective Date, and prior to sending the Notice as prescribed in subparagraph e below, Claims Administrator shall provide the Attorney General, who shall share and confer with Respondents regarding the same, with: (1) an exemplar of the hard copy of the notice and the claim form, the post card and anticipated correspondence to be used in the Refund Program; and (2) a view of the web pages, the proposed web domain, and online claim form (capable of handling multiple telephone numbers for an account holder) to be used in the Refund Program.

c. Website: No later than two (2) days before the date of mailing of the Notice, Claims Administrator shall create, test, and verify functionality of the website, including a webpage created for claims lookup, and online claim form access and submission under penalty of perjury; such website shall be activated “live” no later than the day of mailing the Notice.

d. Toll-Free Telephone Number: Within two (2) days after mailing of the Notice, Claims Administrator shall activate a toll-free telephone number, with a Live Operator available Monday through Friday 8 am- 7 pm and Saturday 10 am -5 pm through the sixty (60) day period after the Notice Date;

e. Notice: (1) Within sixty (60) days after the Effective Date, Claims Administrator shall send Notice, as described below, by mailing a notice and claim form to each Eligible Customer in the State of Florida based on data provided by the Attorney General, who shall confer with Respondents before providing the same to the Claims Administrator, who: (1) was billed for Services between July 1, 2009 and December 31, 2012 on their CenturyLink telephone bill; and (2) has not previously received a full refund. The outside envelope of the Notice mailing packaging shall include in no smaller than 14 point “red” text in close proximity

to the name and address of the Eligible Customer the phrase: "Important Notice: Telephone Charges Refund Program." The Notice letter will be substantially similar to the following:

Important Notice

[Notice Date]

Attorney General Telephone Charges Refund Program

The Attorney General for the State of Florida has reached an agreement with several companies to refund charges billed to certain Florida telephone customers ("Customers") for voicemail, voicemail with identity theft, e-fax and other services between July 1, 2009 and December 31, 2012 ("Refund Period"). Your Century Link telephone bills included charges for these services.

A refund program has been created for Customers allegedly billed for charges without their consent. Certain current and former Customers may receive a refund by completing and submitting a claim form.

Billing records show that you were charged \$14.95 [x other \$] per month for [x serviceTotal Protection: Id type of Service] for some time during the Refund Period. Even if you received a credit or refund of some charges, you may qualify for refund of additional amounts paid during the Refund Period.

To qualify for a refund, you must complete and timely submit a claim form confirming that you meet each of the following: (1) you were billed for Services during the Refund Period without your knowledge or consent; and (2) you have not received a full credit to your telephone bill or a full refund of charges paid.

If you were billed during the Refund Period for charges that you certify were without your consent, you may receive a refund of the entire amount of payments you made during the Refund Period less any credits or refunds.

Claims may be completed on-line at [settlement website address] or by mailing a completed claim form to the address below. A claim form is enclosed.

Claim forms must be submitted on-line or post-marked no later than **[insert date equal to 60 days after the Notice Date]** to be eligible for a refund. Refunds will be made within sixty (60) days after [insert date equal to 60 days after the **Claims Due Date**].

This notice and claim form relates to:

Attorney General Case Number: L11-3-1053 Investigation of DADATA, INC., et al.

A copy of the settlement is available at [settlement website address]

For more information visit [settlement website address] or call [800 IVR number].

Mail claim forms to:

Address.....

(2) Claims Administrator shall mail reminder post cards to Eligible Customers who have not submitted claims as of twenty (20) days after the Notice Date, and subsequent reminder post cards to those Eligible Customers who have not submitted claims as of thirty-five (35) days after the Notice Date. The address side of the supplemental post cards shall include in no smaller than 14 point text in close proximity to the name and address of the Eligible Customer the phrase: "Important Notice: Telephone Charges Refund Program." Such post card will be substantially similar to:

**Important Notice [2rd /3rdNotice]:[Notice Date]/
Attorney General Telephone Charges Refund Program: Case Number: L11-3-1053**

The Florida Attorney General has reached an agreement with several companies to refund charges billed to certain Florida telephone customers ("Customers") for voicemail, voicemail with identity theft, e-fax and other services between July 1, 2009 and December 31, 2012 ("Refund Period"). Your Century Link telephone bills included charges for these services.

A refund program has been created for Customers allegedly billed for charges without their consent who complete and submit a claim form. Records show that you were charged \$14.95 [x other \$] per month for [x serviceTotal Protection] for some time during the Refund Period. You may qualify for a refund even if you received a credit or refund of some charges. To qualify for a refund, you must complete and timely submit a claim form stating that you meet each of the following: (1) you were billed for Services during the Refund Period without your knowledge or consent; and (2) you have not received a full credit to your telephone bill or a full refund of charges paid. If you certify that you were billed during the Refund Period for charges without your consent, you may receive a refund of the entire amount of payments you made during the Refund Period less any credits/refund.

Claims may be completed on-line at [settlement website address] or by mailing a completed claim form to the address below. Claim forms must be submitted on-line or post-marked no later than **[insert date equal to 60 days after the Notice Date]** to be eligible for a refund. For more information visit [settlement website address] or call [800 IVR number] for a claim form.

Mail claim forms to:Address.....

f. Claim form: The claim form shall request all necessary information to submit a valid claim, including the telephone number(s), name of the account holder, address of the account

holder, and certification by the account holder that he or she meets the requirements, in order to be entitled to a refund. A copy of the claim form is attached hereto as *Exhibit A*

g. Toll-Free Operators: If Eligible Customers call the toll-free number on the Notice, operators shall provide the same substantive information as the Notice. Claims Administrator shall send a claim form to all Eligible Customers who request one by telephone within five (5) business days after receipt of the request.

h. Claims Due Date/Grace Period: Eligible Customers shall have sixty (60) days after the Notice Date within which to complete and submit the claim form to Claims Administrator. Claim forms that are not completed and submitted within this time period and the fifteen-day grace period provided will be rejected as belated except as provided below and in this paragraph 4.4, provided that the Notice and claim form were mailed to the Eligible Customer's address as maintained in the carrier's business records relating to the Eligible Customer's account which shall be checked against the United States Postal Service's National Change of Address database prior to mailing of the Notice. To account for possible unforeseen delays, a grace period of fifteen (15) days shall be allowed before claims are deemed belated. The Claims Administrator may exercise proper discretion to deem a claim as allowed based on facts and circumstances presented, including submission of appropriate documentation that claimant is represented by another individual as in the case of death, incapacity, or issues regarding health or unavailability of claimant.

i. Within thirty (30) days after the Claims Due Date, Claims Administrator shall administer the claims review process, as follows:

(1) Review each claim submitted and determine whether the claim is timely and complete on the face of the claim and document the claim status as either: allowed, if timely and

complete; rejected as untimely; or rejected as incomplete. To the extent that the Claims Due Date has not yet passed, Claims Administrator will notify claimants submitting an incomplete claim of the status and instruct how to re-submit their completed claim.

(2) For each allowed claim, determine the amount of refund due by review of data provided by the Attorney General to identify the amount billed during the Refund Period to the customer, less any amounts refunded or credited; and document the allowed amount due claimant.

(3) No challenge shall be made to Eligible Customers' timely and complete claims, and the only adjustments permitted are to address the amount due to reflect partial credits or refunds issued.

j. Upon the Claims Administrator's determination of the allowed amount of claims of Eligible Customers, notification shall be made to Respondents with a spreadsheet identifying allowed claims, contact names and addresses of claimants, and allowed amounts.

k. Within fifteen (15) days of notification by the Claims Administrator, Respondents shall deliver a certified check to the Claims Administrator for the total allowed amount of claims indicated in the notification from Claims Administrator, and refund payments shall be made by Claims Administrator as follows: Eligible Customers who submit timely and valid refund claims shall receive their refunds in the form of a check for the entire amount of payments for Services on each line during the Refund Period less any amount previously refunded or credited, at \$12.95/ month, \$14.95/month or \$19.95/month as applicable. Such refund check shall be mailed to claimant after the address is checked against the United States Postal Service's National Change of Address database and, if returned, additional research will be performed to ascertain a current address. To the extent refund checks are not negotiated within thirty (30)

days of issuance, Claims Administrator shall identify such claimants and send a notification that a refund check was mailed and that it has yet to be cashed or deposited.

l. Within thirty (30) days after completion of the Refund Program or on request of the Attorney General, who shall confer with Respondents regarding the same, Claims Administrator shall review documents substantiating Respondents' processing of telephone bill credits and refund checks and provide the Attorney General a report, who in turn will promptly share the same with Respondents, documenting an accounting of the refunds made pursuant to the Refund Program, including the number and identity of Eligible Customers who submitted claim forms, the number of Eligible Customers who were deemed eligible for refunds, the number and identity of Eligible Customers (including billed telephone number) who were provided refunds and the refund amount, the number of claim forms rejected, the reason for each such rejection, and the total amount refunded. Such accounting shall also detail the notice process, including the number of Notices and identity of customers whose mailings were returned as undeliverable.

m. Within fifteen (15) days of a request from the Attorney General, Respondents shall provide the Attorney General requested information and/or documents relating to the Refund Program, any customer, and any other restitution provided by this AVC in paragraphs 4.1, 4.2, or 4.3, including payment records reflecting checks issued and negotiated through the financial institution account on which it was drawn (collectively "Refund Data"), and a listing identifying customers whose refund checks have not been negotiated. The Refund Data shall be maintained by Respondents for 24 months after the Effective Date. Respondents shall produce the Refund Data to the Attorney General within fifteen (15) days of receipt of a written request from the Attorney General.

n. No later than two (2) days after the Effective Date, Respondents shall appoint a liaison (“Liaison”) and provide the name and contact information to the Attorney General. The Liaison will be the primary contact for inquiries or information requests pertaining to customers or refunds, the restitution obligations in this AVC, and for delivery of the notification contemplated in paragraph j.

o. Unless otherwise directed by the Claims Administrator, for a period of six (6) months after issuance of the Notice or after the last Notice if additional mailings occur, Respondents shall establish a reserve account at the financial institution through which refund checks will be drawn and deposit (and not take any action to diminish the balance) \$300,000 for initial funding, with the obligation to appropriately replenish such account within seven (7) days from receipt of written notice from the Claims Administrator that its funds have been drawn. The amount sought to replenish the account will be reasonable and directly tied to the amount of the allowed claims sought and/or claims administration expenses above and beyond the \$ 300,000 initial funding amount. Any balance remaining after payment of allowed claims and/or claims administration expenses after the six (6) month period has expired will be returned within fourteen (14) days to Respondents unless, after conferring with Respondents and upon good cause shown, the Claims Administrator may extend this six (6) month period for a reasonable amount of time but not more than sixty (60) days.

V. MONETARY RELIEF

5.1 Respondents shall pay a total of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS (\$1,250,000.00) to the Attorney General as set forth below, for reimbursement of investigative and attorney’s fees and costs associated with the Matters Investigated herein, monitoring, and for ongoing and future investigation and enforcement

efforts, and such sum shall be deposited in the Department of Legal Affairs Revolving Trust Fund pursuant to Section 501.2101, Florida Statutes, and in accordance with the provisions of this section V.

5.2 Of the ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS (\$1,250,000.00), Respondents shall pay SEVEN HUNDRED-FIFTY THOUSAND DOLLARS (\$750,000.00) to the Attorney General contemporaneously with the execution of this AVC, in accordance with this Section V, and shall pay the remaining FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in two payments of TWO HUNDRED FIFTY-THOUSAND DOLLARS (\$250,000.00) commencing no later than thirty (30) days after the Effective Date, with the final payment due no later than sixty (60) days after the Effective Date.

5.3 Time is of the essence in the performance of all terms and conditions of this AVC, and interest computed at the statutory rate of four and three-quarter percent (4.75%) per annum pursuant to Section 55.03, Fla. Stat., will immediately begin to accrue on any unpaid balance due and owing and will be rendered immediately and payable by Respondents jointly and severally, upon demand by the Attorney General.

5.4 Payments pursuant to paragraph 5.2 above shall be made by cashier's check or by wire and made payable to the Department of Legal Affairs' Revolving Trust Fund and shall be delivered to Gerald Johnson, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

5.5 Respondents shall pay the fees and expenses of the Claims Administrator incurred with respect to the obligations within this AVC as required by the Claims Administrator including an initial deposit, as further referenced in paragraph 4.4o of this AVC.

5.6 Satisfaction of the monetary obligations in this Section V shall not relieve Respondents of their obligations under the remaining terms of this AVC.

VI. COMPLIANCE REPORTING

6.1 Within thirty (30) days after the date by which refunds are due to be paid to Eligible Customers, Respondents shall provide an affidavit to the Attorney General verifying the actions taken in furtherance of compliance with this AVC.

6.2 For a period of two (2) years from the Effective Date, Respondents shall, at the request of the Attorney General, provide an affidavit within fifteen (15) days of such request, acknowledging complete compliance with all provisions of this AVC and, in addition, each Respondent shall notify the Attorney General of any change in physical addresses, mailing addresses and telephone numbers; entity name; or use of any aliases or fictitious names within thirty (30) days of the date of such change.

6.3 For the purposes of this AVC, any Respondent shall, unless otherwise directed by the Attorney General's authorized representatives, mail all written notifications to the Attorney General to: Julia A. Harris, Senior Assistant Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607, Re: DADATA, Inc., et al.

6.4 For purposes of compliance reporting required by this Section VI, the Attorney General is authorized to communicate directly with each Respondent, unless any Respondent indicates representation by counsel and provides the name and address of such counsel to the Attorney General and directs that contact be made through counsel.

VII. ACCEPTANCE

This AVC shall become effective upon its acceptance by the Associate Deputy Attorney General, who may refuse to accept it at her discretion. The payment of any monies by the

Respondents to the Attorney General pursuant to Section V above, does not constitute acceptance by the Attorney General of the terms of this AVC without the express written approval of the Associate Deputy Attorney General, and, unless otherwise agreed, any such payments shall immediately be returned to Respondents in the event that the Associate Deputy Attorney General disapproves of all or a portion of this AVC.

VIII. COMPULSORY PROCESS

Nothing in this AVC shall limit the Attorney General's rights under this AVC or the right of the Attorney General's lawful use of compulsory process, pursuant to Section 501.206, Florida Statutes, or any other applicable law to obtain any documentary material, tangible things, testimony, or information relevant to deceptive or unfair acts or practices as set forth in Chapter 501, Part II, Florida Statutes.

IX. OTHER PROVISIONS

9.1 No change in any form of doing business or organizational identity shall be made by Respondents as a method of avoiding the terms of this AVC.

9.2 Nothing in this AVC shall be construed to permit or authorize any violation of the laws of Florida or federal or local laws, regulations, ordinances, and codes, nor shall anything in this AVC be deemed to be construed to relieve or exempt Respondents of their duty to comply with the laws of Florida and all federal or local laws, regulations, ordinances, and codes.

9.3 The Attorney General hereby releases, acquits, and forever discharges Respondents and each of their principals, officers, directors, employees, agents, representatives, and third parties involved in the Matters Investigated during the defined Relevant Period from any and all actions, causes of action, civil penalties, claim for relief, or demand whatsoever in law or equity, civil or administrative, which were asserted or maintained, could have been

asserted or maintained against Respondents and each of their principals, officers, directors, employees, agents, representatives, and third parties in any civil, enforcement action or administrative action, or proceeding, including but not limited to the Florida Deceptive and Unfair Trade Practices Act, based upon or arising out of acts or practices before the Effective Date specifically relating to facilitating the enrollment and billing of charges for third-party services to Florida Customers' landline telephone accounts as described in the Matters Investigated. Such release does not apply to claims pursuant to any other federal or state statute or regulation; claims occurring after the Effective Date; or claims unrelated to the Matters Investigated pursuant to any consumer protection law.

9.4 Nothing in this AVC shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person against the Respondents with respect to the acts and practices covered by this AVC.

9.5 Nothing in this AVC precludes the Attorney General from enforcing the provisions of this AVC, or from pursuing any law enforcement action with respect to the acts or practices of the Respondents not covered by this AVC or any acts or practices of the Respondents conducted after the entry of this AVC.

9.6 Nothing in this AVC constitutes the endorsement or approval by the Attorney General or any employees or representatives in connection with any of Respondents' policies or practices or their products or services or as an endorsement or approval of Respondents' past or future policies or practices or their products or services. No express or implied representations shall be made that the Attorney General (or the State of Florida, Department of Legal Affairs, or Office of the Attorney General, or referenced in any similar manner) or the former or current

Attorney General or any former or current Attorney General employee, or any law enforcement or regulatory authority has endorsed or approved Respondents' past or future practices.

9.7 No waiver, modification, or amendment of any term of this AVC shall be valid or binding unless made in writing, agreed to by both parties, and then only to the extent specifically set forth in such written waiver, modification, or amendment.

9.8 This AVC is not and shall not in any event be construed, deemed to be, and/or used as an admission or evidence of the validity of any claim that the Attorney General has or could assert against Respondents, or an admission of any alleged wrongdoing or liability by them in any civil, criminal, or administrative court, administrative agency, or other tribunal anywhere in the country. The agreement of Respondents to comply with the provisions of this AVC is not an admission that Respondents ever engaged in any activity contrary to any law. The parties acknowledge that there has been no finding of fact, law, or liability in favor of or against any party to this AVC and that the parties enter into this AVC to avoid the expense, inconvenience, and uncertainty of further legal proceedings.

9.9 Nothing in this AVC shall be construed to limit or to restrict the right of the Respondents to use this AVC to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defenses in any legal or administrative action or proceeding. Moreover, by entering into this AVC and agreeing to and implementing the terms and conditions provided herein, Respondents do not intend to waive and do not waive any claims or defenses it may have in any other action or proceeding that has been or may be brought by any person, entity, and/or governmental agency arising from or related to the Matters Investigated.

9.10 If any clause, provision, or section of this 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.

9.11 If the Attorney General believes that Respondents have failed to comply with any term of this AVC, the Attorney General shall notify Respondents in writing and Respondents shall have twenty (20) business days from receipt of the written notice to provide a good faith written response to the Attorney General's notice; provided, however, that the Attorney General may undertake investigations or other action where the Attorney General determines that action is warranted by the public interest. Nothing herein shall prevent the Attorney General from agreeing in writing to provide Respondents with additional time to cure any alleged violation of this AVC.

9.12 In the event Respondents conclude, based upon changed circumstances, that there is a need to modify this AVC in whole or in part, Respondents may request modification of the terms of this AVC. The Attorney General shall in response make a good faith evaluation of the then existing circumstances and, after collecting the information necessary, make a prompt decision, but in no event more than ninety (90) days after receipt of the written request. The decision to modify the AVC at the request of Respondents shall rest solely within the discretion of the Attorney General, and the Attorney General shall not unreasonably withhold consent to the requested modification of the AVC.

9.13 Time is of the essence with respect to each provision of this AVC that requires action to be taken by Respondents within a stated time period or upon a specified date or event.

9.14 This AVC may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this AVC may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

9.15 This AVC shall be governed by, construed and enforced exclusively in accordance with and subject to the laws of the State of Florida.

(Signatures begin on next page)

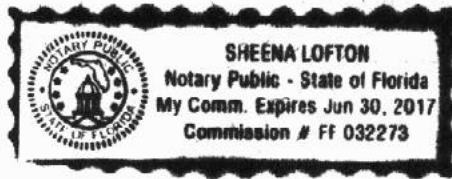
RESPONDENT DADATA, INC.

IN WITNESS WHEREOF, Respondent, DADATA, Inc., a Florida corporation, has caused this AVC to be executed by its President, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as President of DADATA, Inc., a Florida corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

DADATA, INC.

By: CDT
CHARLES DARST
(printed name)
Its PRESIDENT
(title)



STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Charles R. Darst and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5 day of December, 2013.

Sworn to and subscribed before me this 5 day of December, 2013.

Sheena Lofton
NOTARY PUBLIC

Personally known _____ or Produced identification (check one)
Type of Identification Produced: FLDL [REDACTED]

RESPONDENT SERVICING SOLUTIONS GROUP, LLC

IN WITNESS WHEREOF, Respondent, Servicing Solutions Group, LLC, a Nevada limited liability corporation, has caused this AVC to be executed by its Manager, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as Manager of Servicing Solutions Group, LLC, a Nevada limited liability corporation, and that by my signature I am binding the limited liability company to the terms and conditions of this AVC.

SERVICING SOLUTIONS GROUP, LLC

By: [Signature]
Scott A Lucas

(printed name)

Its Manager
(title)

STATE OF FLORIDA
COUNTY OF Alachua

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Scott A. Lucas and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5th day of December, 2013.

Sworn to and subscribed before me this 5th day of December, 2013.

[Signature]
NOTARY PUBLIC

Personally known _____ or Produced identification X (check one)

Type of Identification Produced: FLDRL



BRENDA GATSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE136992
Expires 11/14/2015

RESPONDENT TOTAL PROTECTION PLUS, LLC

IN WITNESS WHEREOF, Respondent, Total Protection Plus, LLC, a Florida limited liability corporation, has caused this AVC to be executed by its Manager, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as Manager of Total Protection Plus, LLC, a Florida limited liability corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

TOTAL PROTECTION PLUS, LLC

By: *[Signature]*
Neil Williams

(printed name)

Its Manager
(title)

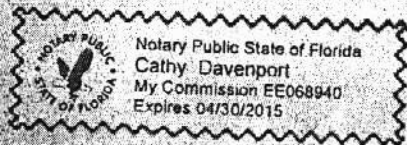
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Neil C. Williams and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 6th day of December, 2013.

Sworn to and subscribed before me this 6th day of December, 2013.

[Signature]
NOTARY PUBLIC

Personally known X or Produced identification _____ (check one)
Type of Identification Produced: _____



RESPONDENT MYINFOGUARD, LLC

IN WITNESS WHEREOF, Respondent, MYINFOGUARD, LLC, a Florida limited liability corporation, as Respondent herein, has caused this AVC to be executed by its President, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as President of MYINFOGUARD, LLC, a Florida limited liability corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

MYINFOGUARD, LLC

By Betty Jo Stewart
Betty Jo Stewart
(printed name)
Its President
(title)

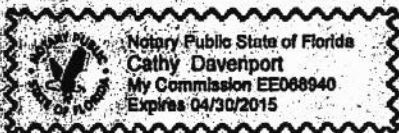
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Betty Jo Stewart and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 6th day of December, 2013.

Sworn to and subscribed before me this 6th day of December 2013.

Cathy Davenport
NOTARY PUBLIC

Personally known or Produced identification _____ (check one)
Type of Identification Produced: _____



RESPONDENT NEW LINK NETWORK, LLC

IN WITNESS WHEREOF, Respondent, NEW LINK NETWORK, LLC, a Florida limited liability corporation, has caused this AVC to be executed by its MANAGER, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

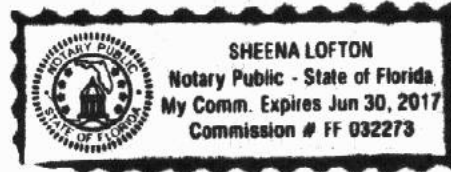
BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as MANAGER of NEW LINK NETWORK, LLC, a Florida limited liability corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

NEW LINK NETWORK, LLC

By: CPT
CHARLES DARST

(printed name)

Its MANAGER
(title)



STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Charles R. Darst and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5 day of December, 2013.

Sworn to and subscribed before me this 5 day of December, 2013.

Sheena Lofton
NOTARY PUBLIC

Personally known _____ or Produced identification (check one)

Type of Identification Produced: FLDL [REDACTED]

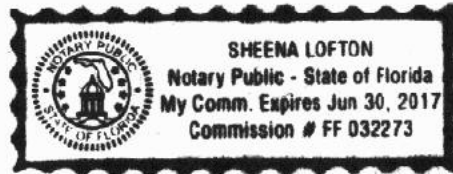
RESPONDENT VOICEXPRESS, INC.

IN WITNESS WHEREOF, Respondent, VOICEXPRESS, INC., a Florida corporation, has caused this AVC to be executed by its President as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as PRESIDENT of VOICEXPRESS, INC., a Florida corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

VOICEXPRESS, INC.

By: CD
CHARLES DARST
(printed name)
Its PRESIDENT
(title)



STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Charles R. Darst and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5 day of December, 2013.

Sworn to and subscribed before me this 5 day of December, 2013.

Sheena Lofton
NOTARY PUBLIC

Personally known _____ or Produced identification (check one)
Type of Identification Produced: FLDL [REDACTED]

RESPONDENT USA VOICE MAIL, INC.

IN WITNESS WHEREOF, Respondent, USA VOICE MAIL, INC., a Florida corporation, has caused this AVC to be executed by its President, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as President of USA VOICE MAIL, INC., a Florida corporation, and that by my signature I am binding the corporation to the terms and conditions of this AVC.

USA VOICE MAIL, INC.

By: [Signature]
Scott A Lucas
(printed name)
Its President
(title)

STATE OF FLORIDA
COUNTY OF Alachua

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Scott A. Lucas and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5th day of December, 2013.

Sworn to and subscribed before me this 5th day of December, 2013.

[Signature]
NOTARY PUBLIC

Personally known 5th or Produced identification X (check one)
Type of Identification Produced: FLDRL



BRENDA GATSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE136992
EXPIRES 11/14/2015

RESPONDENT CHARLES R. DARST

BY MY SIGNATURE I hereby affirm that I am acting in my individual capacity and that by my signature I am binding myself to the terms and conditions of this AVC.

[Signature]
Charles R. Darst, an individual



STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Charles R. Darst and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5 day of December, 2013.

Sworn to and subscribed before me this 5 day of December, 2013.

[Signature]
NOTARY PUBLIC

Personally known _____ or Produced identification (check one)
Type of Identification Produced: FLDL [REDACTED]

RESPONDENT SCOTT A. LUCAS

BY MY SIGNATURE I hereby affirm that I am acting in my individual capacity and that by my signature I am binding myself to the terms and conditions of this AVC.

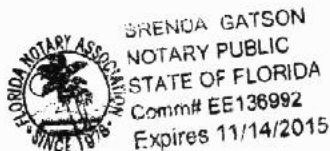
[Signature]
SCOTT A. LUCAS, an individual

STATE OF FLORIDA
COUNTY OF Alachua

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Scott A. Lucas and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5th day of December, 2013.

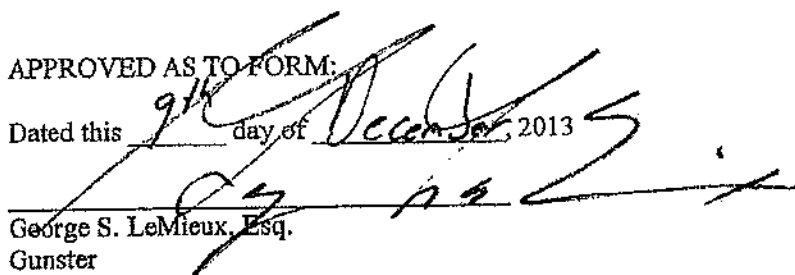
Sworn to and subscribed before me this 5th day of December, 2013.

[Signature]
NOTARY PUBLIC



APPROVED AS TO FORM:

Dated this 9th day of December, 2013

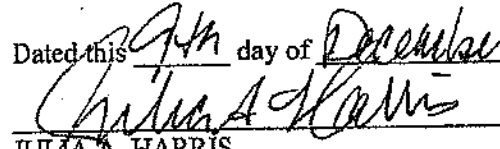

George S. LeMieux, Esq.
Gunster
Las Olas Centre
450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301-4206

Margaret E. Krawiec, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005

ATTORNEYS FOR RESPONDENTS

OFFICE OF THE ATTORNEY GENERAL

Dated this 9th day of December, 2013


JULIA A. HARRIS
Senior Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
3507 E. Frontage Road, Suite 325
Tampa, Florida 33607

ACCEPTED this 13th day of December, 2013

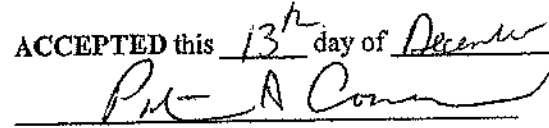

Patricia A. Conners
Associate Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050

Exhibit A

CLAIM FORM
ATTORNEY GENERAL TELEPHONE CHARGES REFUND PROGRAM

Return this Claim Form to:

CLAIMANT INFORMATION

All fields marked with an asterisk (*) are required.

*First Name _____ *Last Name _____

*Address _____

*City _____ *State _____ *Zip code _____

*Telephone Number (local telephone, not cell phone number)
(_____) _____

Are you a current Century Link Customer? _____ Yes _____ No

Daytime Phone Number (_____) _____

Email Address _____

I certify that:

- (1) I was billed for services during the Refund Period without my knowledge or consent; and
- (2) I have not received a full credit to my telephone bill or a full refund of charges paid.

The above is true and correct under penalty of perjury.

Signature

Date