



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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RECORDS AND
REPORTING

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RECEIVED-FPSC

DATE: APRIL 22, 1999

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYÓ)

FROM: DIVISION OF LEGAL SERVICES (MCKINNEY) *CP for you*
DIVISION OF COMMUNICATIONS (BIEGALSKI) *CB*

RE: DOCKET NO. 981076-TI - INITIATION OF SHOW CAUSE PROCEEDINGS AGAINST RRV ENTERPRISES, INC. D/B/A CONSUMER ACCESS FOR APPARENT UNLAWFUL BILLING PRACTICES IN VIOLATION OF SECTION 364.601, FLORIDA STATUTES

AGENDA: 05/04/99 - REGULAR AGENDA - PROPOSED AGENCY ACTION - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\CMU\WP\981076.RCM

CASE BACKGROUND

- December 11, 1996 - RRV Enterprises, Inc. d/b/a Consumer Access (Consumer Access) obtained Florida Public Service Interexchange Telecommunications certificate number 4754.
- January 30, 1999 - Consumer Access reported gross operating revenues of \$39,332.90 and gross intrastate revenues of \$20,966.15 on its Regulatory Assessment Fee Return for the period January 1, 1998, through December 31, 1998.
- September 27, 1996 through November 13, 1998 - The Commission has received a total of 150 complaints against Consumer Access.

DOCUMENT NUMBER DATE

160 APR 22 1999

FPSC-RECORDS/REPORTING

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission order Consumer Access to show cause why it should not be fined or have certificate number 4754 canceled for apparent failure to comply with Section 364.604(2), Florida Statutes?

RECOMMENDATION: No. (Biegalski)

STAFF ANALYSIS: Consumer Access utilized a sweepstakes entry form in order to place unauthorized charges related to a calling card on the consumer's local phone bill. The card charges a recurring monthly fee of approximately \$6.00 and a one time activation fee of \$4.96 by entering. Moreover, the entry form states that your long distance carrier will not change, however, consumers will all likely be charged \$.25 per minute usage rates, \$.20 per day service fee, and a \$4.96 set up fee, whether the service is used or not.

Upon contact with the company, staff became aware of an ongoing case with the Florida Attorney General's office regarding the issue of cramming for the same time period. Staff believes that the Commission should not take action against Consumer Access for the same offenses addressed by the Attorney General's Office because it would be duplicative.

Staff believes the settlement offer entered into with the Attorney General's office (Attachment A, Pages 5-33) is sufficient to curb the cramming problems experienced by Florida consumers. In its settlement proposal Consumer Access agreed to the following:

- Consumer Access shall provide a full refund to any current customer who was billed within one year from the date of this Assurance for Consumer Access' services and who did not fill out the LOA or order form.
- Consumer Access shall provide a refund or credit of any initial fee charged plus one month's access fee to all other customers who state they were unaware they were signing up for its service when they signed the LOA.
- Consumer Access shall provide the Attorney General's office with a monitoring report related to the customer refunds.
- Consumer Access shall not represent to any party that a consumer has authorized billing for a calling card or any telecommunications service without the express authorization of the consumer.
- Consumer Access shall not combine the use of any display box or other fixture in conjunction with any other solicitation promotion or offer unless it meets specific requirements.

- Consumer Access must send written confirmation that meets specific requirements to the customer via first class mail at least 10 days prior to charging or billing for its services.
- Consumer Access will cancel a customer's account within 10 business days of being informed by a consumer that he wishes to terminate the agreement for its services.
- Consumer Access shall provide written proof of any agreement for service to be provided through a calling card or other service that a consumer has disputed within 15 days of the request by the Attorney General's office.
- Consumer Access shall not bill for any of its services through any LEC generated telephone bill or other means of billing unless the bill discloses the name of Consumer Access or a toll-free number consumers may call with billing questions.
- Consumer Access shall instruct its distributors to remove any display boxes or other promotional materials which do not comply with the specific requirements within this Assurance.
- Consumer Access shall not represent directly or by implication that any of the States or any of the Attorneys General or any agency thereof has approved any goods or services sold or offered by it, or has approved any of its past, present, or future business practices.
- Consumer Access shall within thirty days after the effective date of this Assurance pay the sum of \$385,000. Of this amount \$35,000 goes to the State of Florida.

Staff believes this settlement offer is beneficial to the consumers in the State of Florida. Customers who did not authorize the service will receive a full refund for the charges incurred and any customer who thought they were only entering a sweepstakes will receive a credit for the initial fee and one month of service. This agreement also ensures that customers will not be misled with Consumer Access' marketing program. Customers will also be able to identify the charges of Consumer Access on their telephone bill as well as have an 800 number in order to contact Consumer Access directly with billing concerns.

Through this settlement offer, the company has satisfactorily addressed each of staff's concerns. Moreover, the company has been very cooperative in resolving all issues with staff. Therefore, staff believes the terms of the settlement agreement as summarized in this recommendation are fair and reasonable and that a show cause order is not necessary.

DOCKET NO. 981076-11
DATE: April 22, 1999

ISSUE 2: Should this docket be closed?

RECOMMENDATION: If no person whose substantial interests are affected files a protest within 21 days of the issuance date of the Order, the Order will become final and this docket may be closed.
(McKinney)

STAFF ANALYSIS: If the Commission adopts staff's recommendation in Issue 1, then any person whose substantial interests are affected will have 21 days from the issuance date of the Order to file a timely protest to the Commission's Proposed Agency Action. If no protest is filed, this docket should be closed.

IN THE MATTER OF

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

RRV ENTERPRISES, INC. d/b/a
CONSUMER ACCESS

This Assurance of Voluntary Compliance is entered into among the Attorneys General of the States of Arkansas, Florida, Idaho, Kansas, Michigan, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, and Texas by their respective Attorneys General, and RRV Enterprises, Inc., d/b/a Consumer Access, its employees, agents, successors, and assigns ("Respondent"). The Attorneys General contend and Respondent denies that Respondent has engaged in conduct in violation of their respective consumer protection statutes as set out below and more specifically described in Section VI of this Assurance.

I. DEFINITIONS

1. As used in this Assurance, the following terms shall have the following meanings:

A. "Appropriate credits" means refunds which Respondent agrees to make to consumers under the terms of this Assurance and consists of the following:

1. For consumers who did not sign a written authorization (either personally or through their spouse or a member of their household eighteen (18) years of age or older) to enter the Consumer Access program and who did not authorize anyone else to do so, "appropriate credits" shall be a full refund of all charges less any charges for long distance calls; and

2. For consumers who entered the Consumer Access program but who wish to cancel, "appropriate credits" shall be a refund of any initial fee charged plus one month's access fee.

B. "Assurance" means this Assurance of Voluntary Compliance.

C. "Attorneys General" means the Attorneys General of the States which are parties to this Assurance.

D. "Calling Card" means any card or other identifying device which may be used to charge telephone calls to a particular account or which may be used to achieve a particular or discounted rate for those calls.

E. "Clear and Conspicuously" or "clearly and conspicuously" means the message is conveyed in a manner that is reasonably apparent to the audience to whom it is directed. In order for a message to be clear and conspicuous it shall, at a minimum:

1. Not contradict or substantially alter any terms it purports to clarify, explain or otherwise relate to; and

2. In the case of printed advertising or solicitations:

a) Be in close proximity to the terms it purports to clarify, explain or otherwise relate to; and

b) Be of sufficient prominence in terms of placement, font or color contrast as compared with the remainder of the advertisement or solicitation so as to be reasonably apparent to the audience to whom it is directed.

F. "DDD Calling" means DDD Calling, Inc.

G. A local exchange carrier ("LEC") is a consumer's local telephone company.

H. A consumer's written authorization to an IXC to authorize a PIC change is typically referred to as a letter of agency ("LOA"). The FCC requires certain information and disclosures to be contained in an LOA. The requirements for an LOA are described in the FCC Report and Order as codified at 64 CFR Part 64.1150.

I. "RRV" means Respondent RRV Enterprises, Inc.

J. Any unauthorized change in or addition to a consumer's authorized telecommunication service other than a PIC change is referred to as cramming ("cramming").

K. "Telecommunication Service" means, for the purposes of this Assurance, any item billed by whatever name designated through a telephone bill other than one plus long distance service.

II. BACKGROUND

2. Respondent RRV, a Texas corporation, is in the business of offering "calling cards" to be used in making long distance telephone calls. The cards are promoted through sweepstakes and prize giveaways. DDD Calling conducted a sweepstakes on behalf of RRV and contracts to do its billing through contracts with third party billing companies known as billing aggregators. RRV does business under the name Consumer Access. The Consumer Access sales program was promoted in a manner which the Attorneys General allege deceived some consumers who thought they were

merely entering a drawing to win a motor vehicle or cash prize, when in fact RRV used the contest entry forms as authorization to charge consumers a service fee to enroll them in the program and a monthly fee, thereafter. The monthly fee is equal to the greater of either the charge for calls made using the calling card or a minimum monthly charge of between four and five dollars. The Attorneys General contend that these solicitation materials violate the provisions of certain laws of the participating states¹. RRV contends that its solicitation materials are lawful, are fully explained in the materials and do not violate any such consumer protection laws.

III. COMPROMISE AND SETTLEMENT

3. The parties have agreed to resolve the issues raised during this inquiry by entering into this Assurance of Voluntary Compliance ("Assurance"). They acknowledge that RRV is entering into this Assurance solely for the purposes of settlement and that nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which RRV expressly denies. Further, no aspect of this Assurance is

¹ Specifically:

Arkansas - Ark. Code Ann. § 4-88-101 et seq.;

Florida - Fla. Stat. ch. 501 pt. 2;

Idaho - Idaho Code § 48-601 et seq.;

Kansas - Kansas Consumer Protection Act, K.S.A. § 50-623 et seq.;

Michigan - Michigan Consumer Protection Act MCL 445.901 et seq., MSA 19-418(1) et seq.;

New Jersey - N.J.S.A. 56:8-1 et seq.;

Oregon - ORS 646.605 et seq.;

Pennsylvania - 73 P.S. §201-1, et seq.;

Rhode Island - Unfair Trade Practice and Consumer Protection Act, R.I. Gen. Laws §6-13.1-1, et seq.;

Tennessee - TENN. Code Ann. 47-18-101, et seq.; and

Texas - TEX. BUS & COMM. CODE ANN §17.41 et seq., (Vernon 1998), and TEX BUS & COMM. CODE ANN §38.001 et seq., (Vernon 1998).

intended to be construed as constituting evidence against RRV in any action brought by an individual person or entity for any violation of any federal or state statute.

IV. ACTS OF AGENTS

4. Whenever in this Assurance it is alleged that RRV did any act or thing, it is meant that RRV performed or was responsible for such act or thing or that such act was performed by the agents, employees, servants or representatives of RRV including DDD Calling, and in each instance the agents, employees, servants or representatives of RRV were then authorized to and did in fact act on behalf of RRV.

V. GENERAL TERMS OF ASSURANCE

5. This Assurance is for settlement purposes only and does not constitute an admission by Respondents that any of the promotion claims made for its Consumer Access program are false, misleading, or deceptive, or violate any of the consumer protection statutes of any state, or of any other state or federal law, regulation, or order.

6. Respondent has read and understands the Assurance and enters into it voluntarily, having been advised by its undersigned legal counsel of the meaning and effect of each provision of this Assurance.

7. Respondent will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this assurance or the spirit or purposes of this Assurance.

8. This Assurance shall become effective upon execution by all the parties

hereto and, where deemed necessary or appropriate by any participating State, upon judicial approval hereof, as evidenced by written notice by the participating States (or by any one participating State designated by the others to act on their behalf) to RRV that the Assurance has become effective in each of the States.

9. Nothing in this Assurance shall be construed to limit the authority of the Attorneys General to protect the interests of their respective States or the people of those States. In addition, this Assurance shall not bar the Attorneys General or other governmental entity from enforcing laws, regulations or rules against Respondents. Future violations of this Assurance will subject Respondent to any and all civil penalties and sanctions provided by law. However, this Assurance is intended by the parties to be in full settlement of all claims against RRV its principals, agents, employees and assigns for claims which are currently known to the Attorneys General as set out herein.

10. Nothing in this Assurance and Order shall be construed as relieving Respondent of the obligation to comply with all state or federal laws, regulations or rules.

11. Acceptance of this Assurance by the Attorneys General shall not be deemed approval of any of Respondent's advertising or other business practices.

12. The parties agree that this Assurance does not affect the rights, if any, or the obligations, if any, that any consumer or individual or entity may have vis-a-vis the Respondent. Specifically, this Assurance does not waive any private right of action any consumer may have against the Respondent.

13. This Assurance contains the entire agreement among the parties and shall

be modified as to any participating State only by a written instrument signed by or on behalf of the Attorney General of that State and RRV. To seek a modification of this Agreement, RRV shall send a written request for modification to the Attorney General of the State or States involved. If more than one participating State is involved, RRV shall also send a copy to the Attorney General of the State of Texas, and the Attorney General of the State of Texas shall coordinate the State's response to RRV's request for modification. The States shall respond within thirty (30) days of receiving such request as follows:

A. if any participating State or the Attorney General thereof, or any agency of a participating State charged with the administration of the State's consumer protection or telecommunications statutes, subsequently enacts or promulgates legislation, rules, regulations, formal opinions or comparable official statements, or guidelines with respect to the subject matter of this Assurance that are inconsistent with any provision of this Assurance, or if the applicable law of any participating State shall otherwise change so as to be inconsistent with any provision of this Assurance, the effected Participating State shall agree to modify such provision to the extent necessary to eliminate such inconsistency.

B. if RRV requests modification of this Assurance for any reason other than set forth in paragraph 13(A) of paragraph 13 above, the Participating States shall give such petition reasonable consideration.

14. This Assurance may be filed by some or all of the Attorneys General in

appropriate courts and some or all of the Attorneys General may request court approval of the terms of this Assurance. RRV and the Attorneys General agree to such filings and requests for approval.

15. This Assurance may be executed in counterparts.

16. The Attorneys General shall circulate a copy of this Assurance to representatives of other non-participating states inviting them to participate in this Assurance. However, RRV shall be under no obligation to increase the amount of the payment set forth in Paragraph 22 below.

VI. STATES' ALLEGATIONS AND RESPONDENT'S DENIAL

17. The Attorneys General allege that Respondent made false and misleading representations to consumers in the marketing of its Consumer Access program as follows: The program misled consumers by combining a contest entry form and agreement for service on the same order form. Displays, forms and marketing practices did not clearly and conspicuously indicate to consumers the consequences of entering the drawing. As a result, consumers entered Respondent's "\$25,000 CASH OR NEW CAR" sweepstakes some without realizing that they were signing up for a long distance calling card, and without realizing that they would be automatically billed for an activation fee and minimum monthly use fees. Respondent failed to take measures to confirm that the order form was completed and signed by a person with actual authority to authorize the issuance and billing for the calling card. The Attorneys General also allege that billing for the program did not clearly disclose on whose behalf billing for services was being

made and what services were actually being provided. Respondent denies each of the foregoing allegations.

VII. PROHIBITED PRACTICES

18. It is agreed that RRV, its employees, agents, successors and assigns shall comply and/or continue to comply, with the following whenever it solicits a telecommunication service in any of the participating states:

A. RRV shall not represent to any party that a consumer has authorized billing for a calling card or any telecommunications service without the express authorization of the consumer;

B. RRV shall not combine the use of any display box or other fixture in conjunction with any other solicitation promotion or offer, as a means of soliciting consumers to purchase its services or to execute an LOA, unless its use is permitted by law in the locality where utilized and unless it meets the following requirements:

1. If the display box solicits a consumer to apply in writing for any telecommunications service offered by Respondent, it must contain an order form which complies in all respects with the requirements of this Assurance as follows:

a) the order form must clearly and conspicuously indicate on top that it is an application for a calling card and/or other benefits;

b) the order form must clearly and conspicuously indicate at the top in a notice that minimum maintenance or use charges and activation fees apply, and must indicate the maximum amount of such charges or fees;

c) the order form must contain the terms of the application, and a signature line for certification that the applicant is over 18 years of age and responsible for the home phone number indicated on the order form; and, agreement for activation and minimum use charges must be placed above the signature line along with the following statement, in capital letters, set in fourteen (14) pt bold face type:

**BY MY SIGNATURE BELOW, I AM AGREEING
TO ACTIVATION OF (NAME OF SERVICE, i.e.
CALLING CARD), AN ACTIVATION FEE OF
\$ _____ AND THE ASSOCIATED MINIMUM
USE CHARGES WHICH WILL BE BILLED TO
ME MONTHLY AS PART OF MY LOCAL
TELEPHONE BILLING STATEMENT.**

d) the order form must provide a detachable or separate "no purchase necessary" entry form as an alternative and separate means of entry to any contest or sweepstakes without purchase;

2. The display box or fixture must contain the following:

a) the top display flap, if any, must clearly and conspicuously disclose what Respondent is offering, such as a calling card and benefit package, and that the order form is an application for the same (i.e. consumer should walk away knowing that they just signed up for a calling card);

b) the top display flap, if any, must clearly and

conspicuously disclose a "notice" that minimum use charges and activation fees apply;
and must indicate the amount of same;

c) the top of the display box or fixture must clearly and
conspicuously disclose a "notice" that minimum use charges and activation fees apply and
the amount of same;

d) All other visible portions of the display box or fixture,
including the front, back and sides, must clearly and conspicuously disclose a "notice"
that minimum use charges and activation fees apply; and indicate the amount of same;

e) any reference on the display box or fixture to any other
promoted benefits or services, besides telecommunications services, must have a
disclaimer that additional costs/fees for these benefits may apply (if that is the case);

f) Any references to any charity or any charitable
contribution represented to consumers as being made by Respondent or its agents, must
contain language as to exactly to whom contribution is being made by Respondent in
support of such program.

3. The display banner must indicate clearly and conspicuously
disclose, that Respondents are selling/promoting calling cards or any other
telecommunications service in conjunction with the contest (i.e. if banner shows a Jeep,
the banner must also show a telephone and calling card and give the name of the
company).

C. RRV shall not represent to any party that a consumer, who

responded to a solicitation promotion or other offer combined with a display box or other fixture which is subject to this Assurance as set forth in paragraph B, has authorized billing for a calling card or any telecommunications service unless at least ten (10) days prior to charging or billing for such service, RRV mails to the consumer by first-class mail (at an address expressly provided by the consumer for the purpose of being contacted by mail) a written confirmation of the terms of any agreement to provide a calling card or any other telecommunications service. The confirmation must meet the following requirements:

1. The envelope in which the written confirmation is mailed shall be a legal size #10 envelope or larger, and contain the name and address of the entity in whose name the service is being provided and to whom a consumer may write to discontinue or modify the terms of any agreement for service.

2. the envelope in which the written confirmation is mailed shall state the following on the front of the envelope in bold face 12 pt. type, "IMPORTANT: BILLING INFORMATION ENCLOSED CONCERNING THE NEW CALLING CARD [OR OTHER TELECOMMUNICATIONS SERVICE] YOU ORDERED".

3. written confirmation of the order for a calling card or other telecommunications service shall be in the form of a letter printed in 10 pt. type on white paper 8-1/2 x 11 inches in size or larger and shall state the following:

a) a statement that the letter is being sent to confirm the consumer's decision to obtain a calling card or other telecommunications service;

- b) the name and mailing address of the entity providing the calling card or other telecommunications service and to whom the consumer may write to cancel or modify any agreement for service or inquire regarding any terms of service;
- c) a toll-free number the consumer may use to cancel or modify any agreement for service or inquire regarding any terms of service;
- d) a statement of the means by which the consumer indicated a desire to obtain a calling card or other telecommunications service (contest entry, etc.);
- e) the amount, if any, the consumer will be charged to initiate the calling card or other telecommunications service;
- f) the amount, if any, of any monthly or periodic minimum or usual charge the consumer will be assessed to maintain a calling card or other telecommunications service;
- g) the rate per minute the consumer will be charged for the use of any calling card or telecommunications service;
- h) a statement that the consumer will be billed on the billing statements of the consumer's local exchange carrier (or by some other means if such is the case), for any initial charges, minimum or periodic charges as well as any charges for use of any calling card or other telecommunications service or other charge or service to be billed by that means;

i) a statement that other separately billed charges may be associated with other optional services or benefits provided with the calling card or other telecommunications service;

j) a statement that it is the understanding of RRV or any trade name under which they are doing business that the consumer to whom the written confirmation letter is addressed is:

1) responsible for payment for calls or other charges on the telephone number the consumer has indicated is the number to which calling card charges or fees or any other charges or fees for telecommunications services should be made;

2) authorized to incur charges to the telephone number indicated by the consumer; and

3) the consumer if over the age of eighteen (18);

k) a statement that either Consumer Access' name or the name of any entity billing on behalf of Respondent (where required by the LEC) will appear on the consumer's local telephone bill along with a statement of any monthly charges for calling card usage or fees after service is activated and on a permanent basis as long as the service is maintained as well as a toll-free number consumers may call with any billing questions and the hours of the day such toll-free number will be in service.

D. RRV shall within ten business days of being informed by a consumer that he or she wishes to terminate his or her agreement for a calling card or

other telecommunications service, cancel the agreement and no longer charge any future fees to that consumer.

E. RRV shall furnish upon request, to the Attorney General of Texas or of the State in which a consumer resides, within fifteen (15) business days from receipt of the request, written proof of any agreement for service to be provided through a calling card or other telecommunications service that a consumer has disputed.

F. RRV shall not bill for any of their services through any LEC generated telephone bill or other means of billing unless the bill discloses the name of Consumer Access or a toll-free number consumers may call with billing questions.

G. RRV shall instruct its distributors to remove from public display, within 30 days of the date this Assurance is filed, any display boxes or other promotional material which does not comply with the requirements of this Assurance.

H. RRV shall give actual notice of the relevant terms of this Assurance to all agents and employees acting in concert or participating with or on its behalf in the sale or marketing of calling cards or other telecommunications services, including any agent or employee involved in consumer relations or in initiating or canceling any services provided by RRV including any agents or employees involved in the management of the Consumer Access program or any of the above described agents or employees.

I. RRV shall not represent directly or by implication that any of the States or any of the Attorneys General or any agency thereof has approved any goods or

services sold or offered by it, or has approved any of its past, present, or future business practices.

VII. CONSUMER REDRESS

19. RRV shall provide a full refund to any current customer who was billed within one year from the date of this Assurance for RRV's services and who himself/herself or their spouse or a member of their household eighteen (18) years of age or older did not fill out the LOA or order form or authorize it to be filled out. If any customer contacts RRV challenging the propriety of a charge, RRV shall send a copy of the LOA together with a letter (Exhibit "A") as previously submitted to the Attorneys General, to such consumer and require that the consumer verify in writing that the LOA was not authorized by the consumer or his or her spouse or a member of their household eighteen (18) years of age or older. RRV shall also issue refunds or credits of any initial fee charged plus one month's access fee to all other customers who state they were unaware they were signing up for the service when they signed the LOA and who request cancellation. Refunds shall be provided by RRV upon the following terms:

A. Within ten (10) business days of receipt by RRV of a refund request orally or in writing, RRV shall instruct the LFC or other billing entity to refund the eligible amount of monies paid by the consumers to RRV by crediting the consumer's local telephone bill for the amount of any billing. Consumer refund requests may be sent to Consumer Access at the following address: P. O. Box 27848, Houston, TX 77227. Refund requests may be made by telephone by calling 1 (800) 555-4159.

B. No earlier than 90 or later than 120 days following the filing of this Assurance, Respondent shall provide to the Attorneys General a monitoring report, signed by an officer with knowledge of RRV's obligations under this Assurance. This report shall specify the steps Respondent has taken to comply with the terms of this Assurance and shall state, without limitation:

1. The name and address of each consumer from whom Consumer Access received a refund request;
2. the date on which each request was received and the amount of the refund provided by RRV to each person;
3. the status of any disputed refund request and the identification of the name, address, and the amount of the claim; and
4. the total amount of refunds which RRV requested the LEC or other billing entity to issue or otherwise paid directly by RRV.

VIII. MONITORING AND COMPLIANCE

20. Upon request, Respondent agrees to provide books, records and documents to the Attorneys General, and further to informally or formally under oath, provide testimony and other information to the Attorneys General relating to compliance with this Assurance. Respondent shall make any requested information available within two (2) weeks of the request at a time and place which is mutually agreeable to the parties. This section shall in no way limit a right of Attorneys General to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule, or of

RRV to object to production under applicable laws, regulations or rules.

**IX. EFFECTIVE DATE AND
PAYMENT MADE TO THE STATES**

21. This Assurance shall become effective upon execution by all of the parties hereto and, where deemed necessary or appropriate by any participating state, upon judicial approval hereof, as evidenced by written notice by the participating states (or by any one participating state designated by the others to act on their behalf) to RRV that the Assurance has become effective in each of the States.

22. Respondent shall within thirty days after the effective date of this Assurance pay the sum of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000.00) to the Attorney General of Texas on behalf of the Attorneys General of the States of Arkansas, Florida, Idaho, Kansas, Michigan, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, and Texas and/or such other states may elect to participate in this Assurance, to be divided as determined by the Attorneys General for attorney's fees and investigative costs, or may be designated for the purposes of consumer education, litigation, public protection or local consumer aid funds, at the discretion of each state's Attorney General as allowed by each state's law.

23. Payment shall be made by cashier's check or other similar funds made payable to the "Attorney General of Texas" referencing "A.G. Case No. 97842954" on the face of the check and delivered to the Office of the Attorney General, Consumer Protection Division, 1600 Pacific Avenue, Suite 1700, Dallas, TX 75201-3513.

THE UNDERSIGNED, WHO HAVE THE AUTHORITY TO CONSENT AND SIGN ON BEHALF OF THE PARTIES IN THIS ACTION, HEREBY CONSENT TO THE FORM AND CONTENTS OF THE FOREGOING ASSURANCE OF VOLUNTARY COMPLIANCE AND TO ITS ENTRY.

Signed this 17th day of February, 1998.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

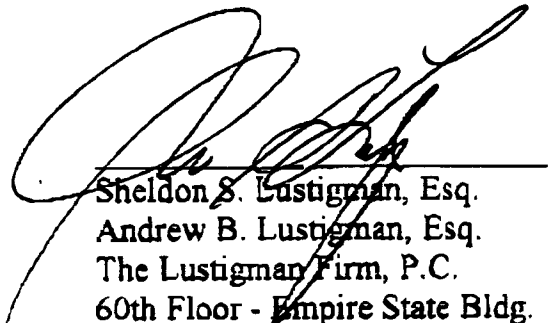
RRV ENTERPRISES, INC.,
d/b/a CONSUMER ACCESS

JOHN CORNYN
Attorney General of Texas


By: 
On behalf of RRV Enterprises, Inc.

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In the Matter of **RRV Enterprises, Inc.**
d/b/a **Consumer Access**

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In the matter of:
RRV ENTERPRISES, INC. d/b/a
CONSUMER ACCESS

Dated: December 21, 1998

ROBERT A. BUTTERWORTH
ATTORNEY GENERAL
State of Florida



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In the Matter of RRV Enterprises, Inc.,
d/b/a Consumer Access

Dated: December 4, 1998

ALAN G. LANCE
ATTORNEY GENERAL
STATE OF IDAHO

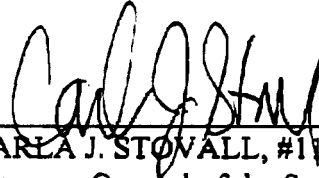


BRETT T. DeLANGE
Deputy Attorney General
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Office of the Attorney General
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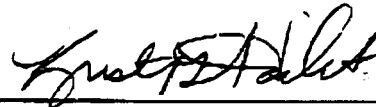
Attorneys for the State of Idaho

In the Matter of RRV Enterprises, Inc.
d/b/a Consumer Access

STATE OF KANSAS



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In the Matter of RRV Enterprises, Inc.,
d/b/a Consumer Access

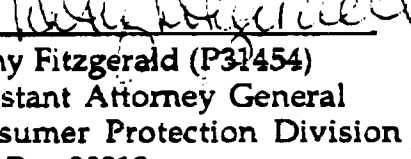
RRV EENTERPRISES, INC.,
d/b/a/ CONSUMER ACCESS

By: _____
On behalf of RRV Enterprises, Inc.

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In the Matter of

RRV ENTERPRISES, INC. d/b/a
CONSUMER ACCESS

ASSURANCE OF VOLUNTARY COMPLIANCE

Executed this 15th day of December 1998.

PETER VERNIERO
ATTORNEY GENERAL OF NEW JERSEY

By: 
Carol G. Jacobson
Deputy Attorney General

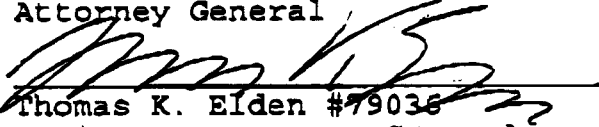
Division of Law
124 Halsey Street - 5th Fl.
P.O. Box 45029
Newark, New Jersey 07101
973.648.3453

1 IN THE MATTER OF:
2 RRV ENTERPRISES, INC. dba
3 CONSUMER ACCESS
4
5 Respondent.

6 ACCEPTANCE BY DOJ

7 Accepted this 3 day of December, 1998.

8 HARDY MYERS
9 Attorney General

10 
11 Thomas K. Eiden #79038
12 Assistant Attorney General

13 APPROVAL BY COURT

14 APPROVED FOR FILING and SO ORDERED this _____ day of
15 _____, 1998.

16 _____
17 Circuit Court Judge

RRV ENTERPRISES, INC.
d/b/a CONSUMER ACCESS

For Respondent

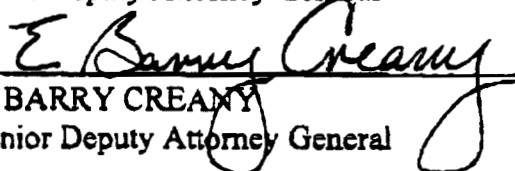
BY: _____
On behalf of RRV Enterprises, Inc.

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Chief Deputy Attorney General

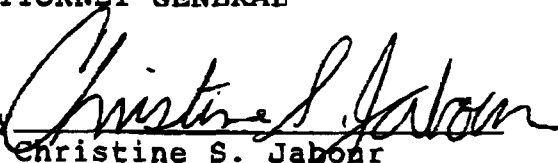


E. BARRY CREAMY
Senior Deputy Attorney General

ASSURANCE OF VOLUNTARY COMPLIANCE
IN THE MATTER OF
RRV ENTERPRISES, INC. d/b/a
CONSUMER ACCESS

STATE OF RHODE ISLAND
BY ITS ATTORNEY
JEFFREY B. PINE
ATTORNEY GENERAL

By



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