

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.
WAYNE STENEHJEM,
ATTORNEY GENERAL,

Civil No. 08-2017-CV-02563

Petitioner,

ASSURANCE OF
VOLUNTARY COMPLIANCE

-vs-

PROGRESS ADVOCATES GROUP, LLC

Respondent

CPAT 170022.002

To: PROGRESS ADVOCATES GROUP, LLC
3100 BRISTOL ST, SUITE 300
COSTA MESA, CA 92626

1. WHEREAS Wayne Stenehjem, Attorney General of the State of North Dakota (hereinafter "the Attorney General") acts in the public interest pursuant to North Dakota Century Code (N.D.C.C.) ch. 51-15, commonly known as the "Consumer Fraud Law", ch. 13-11, commonly referred to as the "Debt-Settlement Providers Law", and ch. 51-18 commonly referred to as the "Home Solicitation Sales Statute."

2. WHEREAS Progress Advocates Group, LLC (hereinafter "Respondent") is a Delaware Limited Liability Company, with its principal place of business located at 3100 Bristol St, Suite 300 Costa Mesa, California 92626. Respondent is not registered in the State of North Dakota.

3. WHEREAS the Attorney General has alleged that Respondent is engaged in the business of advertising, soliciting or selling merchandise, as that term is defined in N.D.C.C. § 51-15-01, including student loan relief services, to residents in North Dakota and elsewhere;

4. WHEREAS the Attorney General has determined that, in the public interest, an investigation should be conducted into the activities of Respondent to ascertain whether violations of N.D.C.C. chs. 51-15, 13-11 or 51-18 have occurred;

5. WHEREAS it is unlawful for any person to act as a debt-settlement provider except as authorized by N.D.C.C. ch. 13-11 and without first having obtained a license under N.D.C.C. ch. 13-11.

6. WHEREAS the Attorney General alleges that Respondent has violated N.D.C.C. ch. 13-11 by acting as a debt-settlement provider in North Dakota without the required license.

7. WHEREAS N.D.C.C. ch. 51-18 regulates home solicitation sales and requires, among other things, that sellers provide North Dakota consumers with both verbal and written notice of cancellation rights;

8. WHEREAS the Attorney General received complaints and other information alleging that Respondent was telemarketing student loan relief services to consumers without complying with the requirement of North Dakota's Home Solicitation Statute, N.D.C.C. ch. 51-18;

9. WHEREAS a violations of N.D.C.C. chs. 13-11 or 51-18 are violations of N.D.C.C. ch. 51-15.

10. WHEREAS the Respondent does not admit to any violations of North Dakota law.

11. WHEREAS the parties desire to settle this matter without further investigation, litigation or adjudication; **NOW, THEREFORE**, it is hereby agreed as follows:

12. This Assurance of Voluntary Compliance shall constitute the statutory Assurance of Voluntary Compliance as provided in N.D.C.C. § 51-15-06.1. Respondents acknowledge in personam jurisdiction in North Dakota and agree the forum of any action in connection with this agreement shall be in the State courts of North Dakota. Nothing in this Assurance of Voluntary Compliance is, or may be represented as, an approval or endorsement of Respondent or its business practices, nor a grant of any affirmative right to Respondent. Nothing in this Assurance of Voluntary Compliance is intended to waive any rights or private remedies available to consumers.

13. Respondent, its directors, officers, principals, employees, voluntarily agrees to be and is permanently enjoined from engaging in violations of N.D.C.C. chs. 51-15 and 51-18.

14. Respondent, its directors, officers, principals, employees, voluntarily agrees to be, and hereby is, permanently enjoined from engaging in any violations of N.D.C.C. ch. 13-11, and agree to comply with N.D.C.C. ch. 13-11, including its licensing requirements, before acting as a debt-settlement provider in North Dakota.

15. Upon execution of this agreement, Respondent shall cancel and refund all existing agreements with North Dakota consumers and shall, in writing, notify all the consumers, through a letter, subject to approval by the Office of the Attorney General, giving the consumers notice that the consumers' contracts with Respondent have been cancelled. Respondent shall also, at the same time, provide the consumers with a refund of all amounts the Respondent has collected in exchange for the services Respondent has provided such consumers. The above referenced letter that is to be sent to the consumers may contain language that Respondent is refunding such

consumers what Respondent has collected and that they may contact the company that financed their respective agreements if they have any questions regarding any additional funds they may have paid to such finance company.

16. Upon execution of this agreement, Respondent shall provide to the Attorney General a list of all its existing North Dakota customers, including the consumers' names, addresses, phone numbers, date of contracts, and amount the consumers paid to Respondent. Respondent shall provide to the Attorney General a copy all letters sent out to consumers under paragraph 15 and proof of all refunds paid.

17. Upon execution of this agreement, Respondent shall make a payment to the Attorney General in the sum of \$1,000 in civil penalties, investigation costs and attorney fees. Payment shall be the form of a certified check or money order payable to **Office of Attorney General – North Dakota**, and delivered to:

Elin S. Alm
Assistant Attorney General
Consumer Protection
& Antitrust Division
Office of Attorney General
Gateway Professional Center
1050 E Interstate Ave., Ste. 200
Bismarck, ND 58503-5574
ealm@nd.gov

18. Respondent agrees it will comply with this Assurance of Voluntary Compliance and further acknowledges and agrees any violations of this Assurance of Voluntary Compliance, as determined by a State of North Dakota District Court after Respondent has been provided notice thereof and an opportunity to be heard, shall be punishable as contempt of court pursuant to N.D.C.C. ch. 27-10 and Respondent further may be subject to all civil penalties and sanctions provided by law, including attorney fees and costs.

19. If Respondent is adjudged in contempt of court for violations of this Assurance of Voluntary Compliance, adjudged in violation of this Assurance of Voluntary Compliance or adjudged in violation of N.D.C.C. chs. 51-15, 51-18 or 13-11, Respondent shall also be responsible for payment to the Attorney General for reasonable investigation costs, expenses and attorney fees.

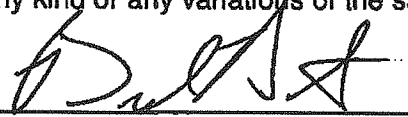
20. In the event of a breach of this Assurance of Voluntary Compliance, the Attorney General may make application to a State of North Dakota District Court, and providing notice to Respondent thereof, to have the entire amount still owing under the Assurance of Voluntary Compliance entered as a formal judgment so it may be filed on the judgment roll and docketed pursuant to North Dakota law. See N.D.C.C. §§ 28-20-11, -12 and -13.

21. Respondent represents the signer below is competent and fully authorized to act on behalf of Respondent. Respondent acknowledges it has been provided the opportunity to review this Assurance of Voluntary Compliance with an attorney, understands the implications and obligations imposed by it and has freely and willingly entered into this Assurance of Voluntary Compliance. Respondent further acknowledges and agrees this Assurance of Voluntary Compliance may be approved by and filed with the State of North Dakota District Court without any further notice or hearing. Respondent agrees to and acknowledges the sufficiency of service by facsimile, and/or first-class mail at its last-known address, with respect to any and all actions taken with regard to this Assurance of Voluntary Compliance. Signatures transmitted electronically or via facsimile by Respondent shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

Dated this 19th day of August, 2017.

PROGRESS ADVOCATES GROUP, LLC

(including all "doing business as" names, formal corporate names, fictitious names of any kind or any variations of the same)

By:  _____

Brad Hunt
(print name)

Its: President _____

(title)

STATE OF California)
COUNTY OF Orange) ss

Subscribed and sworn to before me this 14 day of Aug., 2017.

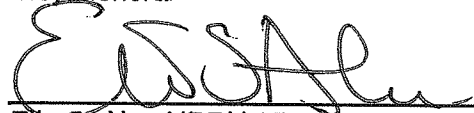
See Attached Document 
Notary Public _____

This Assurance of Voluntary Compliance is hereby received and accepted.

Dated this 31st day of August, 2017.

STATE OF NORTH DAKOTA
Wayne Stenehjem
Attorney General

By:



Elin S. Alm, NDBN 05924
Assistant Attorney General
Consumer Protection & Antitrust Division
Gateway Professional Center
1050 E Interstate Ave, Ste. 200
Bismarck, ND 58503-5574
Telephone (701) 328-5570
Facsimile (701) 328-5568
ealm@nd.gov

Attorneys for Petitioner

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Orange)

Subscribed and sworn to (or affirmed) before me on this 14 day of Aug., 2017
Date Month Year

by Brad Hunt

Name of Signers

proved to me on the basis of satisfactory evidence to be the person ~~or~~ who appeared before me.

Signature: ORJR
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____