Exhibit 1
(For motion to Dismiss)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE CIRCUIT/SUPERIOR COURT

CAUSE NO. 45D11-0710-PL-147

STATE OF INDIANA,

Plaintiff,

v.

BUZZ TELECOM, CORP.,

BUSINESS OPTIONS, INC.,

KURTIS KINTZEL, individually and as President of Buzz Telecom, Corp. and Business Options, Inc.,

KEANAN KINTZEL, individually and as Secretary of Buzz Telecom, Corp. and Business Options, Inc.,

Defendants.

Filed in Open Court

NOV 8 2007

Thomas R. Philpot
CLERK LAKE SUPERIOR COURT

CONSENT DECREE BETWEEN STATE OF INDIANA AND BUZZ TELECOM, CORP., BUSINESS OPTIONS, INC., AND KURTIS KINTZEL

Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and Defendants, Buzz Telecom, Corp., Business Options, Inc., and Kurtis Kintzel, submit their Consent Decree resolving this matter. The parties agree as follows:

1. Purpose. The parties have agreed to this Consent Decree to resolve the disputes raised in Plaintiff's Complaint. This Consent Decree shall not constitute Defendants' admission of any violation of law, nor shall it be construed as Plaintiff's abandonment of its position that Defendants have violated Indiana law. The parties consent to the Court's entry of this final decree in this proceeding and accept this Consent Decree as final on the issues resolved herein.

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CLERK LAKE SUPERIOR COURT

2. Agreement to Jurisdiction. This Court has subject matter jurisdiction and personal jurisdiction over Defendants and the matters raised in Plaintiff's Complaint. This Court retains jurisdiction over this matter for the purpose of enabling any party to this Consent Decree to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of the Consent Decree, for the enforcement of compliance with it, or for the punishment of violations of it.

3. Effect. This Consent Decree shall not preclude Plaintiff from pursuing any civil or criminal action with respect to Defendants' acts or practices not covered by this Consent Decree, or Defendants' acts or practices conducted after the effective date of this Consent Decree.

4. No Approval of Defendants' Practices. Nothing in this Consent Decree shall constitute Plaintiff's approval of Defendants' past, present, or future practices. Defendants shall not make any representation contrary to this paragraph.

5. Applicability. This Consent Decree shall apply to Defendants as well as to their agents, employees, representatives, successors, and assigns; to all persons acting by, through, under, or on behalf of Defendants; and to all persons acting in concert with or participating with Defendants who have actual or constructive knowledge of this Consent Decree. Paragraphs 7 and 8 shall apply only to Defendants and to their successors and assigns.

6. Permanent Injunction. Defendants shall be permanently enjoined as follows:

   a. Defendants Buzz Telecom, Corp. and Business Options, Inc. shall cease and shall permanently refrain from conducting business in or from Indiana, except as

required to close their respective businesses, and shall not solicit in, into, or from Indiana. Defendants Buzz Telecom, Corp., Business Options, Inc., and Kurtis Kintzel shall not collect or attempt to collect any amount purportedly owed by any consumer customer of Buzz Telecom, Corp. or Business Options, Inc.

b. Defendant Kurtis Kintzel shall comply with Indiana Code §§ 24-5-0.5-1 through -12 in all transactions with Indiana consumers, including:

   i. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have;

   ii. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that a supplier has a sponsorship, approval, or affiliation in the consumer transaction it does not have;

   iii. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations.

c. If authorized to provide telecommunication service in the State of Indiana, Defendant Kurtis Kintzel shall comply with Ind. Code §§ 8-1-29-1 through -8, including:

   i. Permanently refraining from switching, or causing another person to switch, a customer from one telecommunications provider to another without the customer's authorization;

ii. Permanently refraining from billing a customer for services without the customer's authorization;

iii. Permanently refraining from submitting a preferred carrier change order without first confirming such order as required by Ind. Code § 8-1-29-5.5;

iv. Complying with all rules adopted by the Indiana Utility Regulatory Commission under Ind. Code § 8-1-29-6.

7. Restitution. Upon Defendants failing to provide, within ten (10) days of the Attorney General's request for same, a valid letter of agency expressly authorizing a Defendant to charge a customer for that Defendant's services, Defendants shall pay restitution to the customer equal to the amount paid by the customer to any Defendant or to anyone acting on behalf of any Defendant from the date of the purported subscription to any Defendant's service. This provision shall apply to customers solicited by or on behalf of any Defendant on or after December 1, 2004. Defendants' obligations under this provision shall be joint and several. The Attorney General's right to demand restitution under this provision shall expire midnight, December 31, 2007.

8. Costs. Upon the Court's approval of this Consent Decree, Defendants shall pay to the Indiana Attorney General two thousand seven hundred fifty dollars ($2,750.00) as costs of the Attorney General's investigation and prosecution of this matter.

9. Defendants' Cooperation. Defendants shall cooperate with the Indiana Attorney General in implementing and giving effect to this Consent Decree.

10. Immediate Effect. This Consent Decree shall take effect immediately upon its entry.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

By: _____
Justin G. Hazlett
Deputy Attorney General
Office of the Indiana Attorney General
302 W. Washington St., IGCS 5th Floor
Indianapolis, IN 46204
(317) 232-0167

Dated: October 4, 2007

BUZZ TELECOM, CORP.

By: _____
Kurtis Kintzel, President

Dated: 4 Oct 2007

BUSINESS OPTIONS, INC.

By: _____
Kurtis Kintzel, President

Dated: 4 Oct 07

KURTIS KINTZEL

_____
Kurtis Kintzel

Dated: 4 Oct 07

APPROVED this 8 day of Nov., 2007.

_____
Judge, Lake Circuit/Superior Court