STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 04-013

IN RE: INFOCISION MANAGEMENT CORPORATION,

Respondent.

FILED
JUN 03 2004
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roger D. Smith, and the Respondent, InfoCision Management Corporation, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §23-7-8-1 et seq.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, InfoCision Management Corporation, ("InfoCision"), is an Ohio corporation, with a principal place of business at 325 Springside Drive, Akron, Ohio, 44333.

2. Respondent is registered with the Consumer Protection Division, Office of the Attorney General as a professional solicitor, and solicits donations from persons in Indiana on behalf of charitable organizations.

3. The Consumer Protection Division of the Office of the Attorney General ("Division") has jurisdiction to investigate the matters hereinafter described, pursuant to the authority of Indiana Code §4-6-9-4 and Indiana Code §23-7-8-8.

4. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.

5. Any term used in this Assurance that is explicitly defined by Indiana Code §23-7-8-1 has the meaning set forth by that statute.

6. Respondent will comply with all the requirements of the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8-1 et seq., including, but not limited to, the following provisions:

a. Before acting as a professional fundraiser consultant or professional solicitor in the State of Indiana on behalf of any charitable organization, Respondent will register with the Indiana Attorney General's Consumer Protection Division.

b. Before acting as a professional solicitor or otherwise soliciting, Respondent will enter into a written contract with the charitable organization for which it is soliciting, and will file the contract with the Division. All such contracts will:

i. specify the percentage of gross contributions which the charitable organization will receive or the terms upon which a determination can be made as to the amount of the gross revenue from the solicitation campaign that the charitable organization will receive. The amount of gross revenue from the solicitation campaign that the charitable organization will receive must be expressed as a fixed percentage of the gross revenue or as a reasonable estimate of the percentage of the gross revenue. If a reasonable estimate is used, the contract must clearly disclose the assumptions or a formula upon which the estimate is based. If a fixed percentage is used, the percentage must exclude any amount that the charitable organization is to pay as expenses of the solicitation campaign, including the cost of the merchandise or services sold; and,

ii. disclose the average percentage of gross contributions collected on behalf of charitable organizations that the charitable organizations received from Respondent for

the three (3) years preceding the year in which the contract is formed.

c. Before beginning a solicitation campaign, Respondent will file a solicitation notice with the Division. The notice will include the following:

i. a copy of Respondent's contract with the charitable organization;

ii. the projected dates when soliciting will begin and end;

iii. the location(s) and telephone number(s) from where solicitations will be conducted;

iv. the name and residence address of each person responsible for directing and supervising the conduct of the campaign; and,

v. if the solicitation is one in which a bona fide police, law enforcement, rescue squad, or fire department has authorized the use of the name "police", "law enforcement", "trooper", "rescue squad", "firemen", or "firefighter", the solicitation notice will include a copy of the written authorization given by such bona fide organization for which Respondent is soliciting.

d. Not later than ninety (90) days after a solicitation campaign has ended and not later than ninety (90) days after the anniversary of the commencement of a solicitation campaign lasting more than one (1) year, Respondent will file with the Division a financial report containing the following information:

i. the total gross amount of money raised by Respondent and the charitable organization from donors;

ii. the total amount of money paid to or retained by Respondent;

iii. the total amount of money, excluding the amount identified in paragraph 6.d.ii above, paid by the charitable organization as expenses as part of the solicitation

campaign; and,

iv. the total amount of money received by the charitable organization after deducting the amounts identified in paragraphs 6.d.ii and 6.d.iii above.

7. Respondent will comply with Indiana Administrative Code, 11 IAC 3-1 et seq.

8. Respondent will comply with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

9. Respondent agrees, pursuant to Ind. Code §23-7-8-2(f), to provide complete and correct financial reports to the Division no later than May 28, 2004 for the following campaigns:

a. Respondent's campaign with U.S. English, Inc., which was to start on August 29, 2001 and end on January 11, 2002;

b. Respondent's campaign with The Bible League, which was to start on July 14, 2001 and end on January 14, 2002;

c. Respondent's campaign with National Association for the Terminally Ill, which was to start on August 8, 2001 and end on January 31, 2002;

d. Respondent's campaign with World Wildlife Fund, Inc., which was to start on March 14, 2001 and end on January 31, 2002;

e. Respondent's campaign with Christian Blind Mission International, which was to start on May 19, 2001 and end on February 7, 2002;

f. Respondent's campaign with American Red Cross, which was to start on July 9, 2001 and end on April 1, 2002;

g. Respondent's campaign with National Wildlife Federation, which was to start on July 14, 2001 and end on April 8, 2002;

h. Respondent's campaign with American Center for Law and Justice, which was to start on June 24, 2001 and end on April 30, 2002;

i. Respondent's campaign with Christian Advocates Serving Evangelism, which was to start on July 14, 2001 and end on April 30, 2002;

j. Respondent's campaign with USA Shooting, which was to start on September 5, 2001 and end on July 18, 2002;

k. Respondent's campaign with Arthritis Foundation, which was to start on February 24, 2002 and end on December 31, 2002;

l. Respondent's campaign with American Center for Law and Justice, which was to start on May 29, 2002 and end on April 30, 2003;

m. Respondent's campaign with Dayspring International, which was to start on June 12, 2002 and end on May 13, 2002;

n. Respondent's campaign with American Bible Study, which was to start on February 6, 2003 and end on September 1, 2003;

o. Respondent's campaign with American Institute for Cancer Research, which was to start on April 5, 2003 and end on December 31, 2003; and

p. Respondent's campaign with Arthritis Foundation, which was to start on December 22, 2003 and end on December 31, 2003.

10. Respondent agrees that all information Respondent provides in response to paragraph 9 will comply in all aspects with the Professional Fundraiser Consultant and Solicitor Registration Act, Ind. Code §23-7-8 et seq.

11. Upon execution of this Assurance, Respondent will pay a total of One Thousand Dollars ($1,000.00) to the Office of the Indiana Attorney General as a fee, which will be

deposited in the Consumer Fees and Settlements Fund, to cover the Division's expenses in investigating this matter.

12. Respondent will not represent that the Office of the Indiana Attorney General approves or endorses its past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent will fully cooperate with the Office of the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Indiana Attorney General will file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance will not act as a bar to any private right of action.

DATED this 2nd day of June, 2004.

STATE OF INDIANA

STEVE CARTER
Attorney General of Indiana

by: Roger D. Smith
Roger D. Smith
Deputy Attorney General
Attorney No. 23152-49

RESPONDENT

INFOCISION MANAGEMENT CORPORATION

by: Forrest Thompson
Printed: FORREST THOMPSON
Title: VICE PRES.

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APPROVED this ___ day of JUN 03 2004, 2004.

Theodore M Sosin
Judge, Marion County Circuit Court

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