

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

In the Matter of:

H&R Block Services, Inc.

File No. 03-47-CP

Hon. James R. Giddings

AG File No. 200306301

ASSURANCE OF DISCONTINUANCE

MICHAEL A. COX
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Dated: April 24, 2003

**In the Matter of:
H&R Block Services, Inc.**

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE OR DISCONTINUANCE

This Assurance of Voluntary Compliance or Discontinuance ("Assurance") is entered into by the Attorneys General of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, Florida, Georgia,¹ Hawaii,² Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Montana,³ Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the Corporation Counsel of the District of Columbia⁴ ("Attorneys General"), acting pursuant to their respective consumer protection statutes⁵, and H&R Block Services, Inc. ("H&R Block").

¹With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance for the State of Georgia. Hereafter, when the entire group is referred to as the "States" or "Attorneys General," such designation, as it pertains to Georgia, refers to the Administrator of the Fair Business and Practices Act.

²With regard to Hawaii, Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to represent the State of Hawaii in consumer protection actions. Hereafter, when the entire group is referred to as the "States" or "Attorneys General," such designation as it pertains to Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

³With regard to Montana, Montana is represented by its Department of Commerce, an agency which is not part of the state Attorney General's Office but which is statutorily authorized to represent the State of Montana in consumer protection actions. Hereafter, when the entire group is referred to as the "States" or "Attorneys General," such designation as it pertains to Montana, refers to the Montana Department of Commerce.

⁴The District of Columbia is represented by its Corporation Counsel, who is statutorily authorized to represent the District of Columbia in consumer protection actions. D.C. Code § 28-3909. Hereafter, when the entire group is referred to as the "States" or "Attorneys General," such designation, as it pertains to the District of Columbia, refers to the District of Columbia Corporation Counsel.

⁵ALABAMA - Deceptive Trade Practices Act, Ala. Code § 8-19-1 *et seq.*; ALASKA - Unfair Trade Practices and Consumer Protection Act, §§ 45.50.471 through 45.50.561; ARIZONA - Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*; ARKANSAS - Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 *et seq.*; CALIFORNIA - Bus. & Prof. Code §§ 17200 *et seq.*, and 17500 *et seq.*; COLORADO - Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 *et seq.*; DELAWARE - Consumer Fraud Act, 6 Del.C. Section 2511, *et seq.*, UDTPA, 6 Del.C. Section 2531, *et seq.*; DISTRICT OF COLUMBIA - Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq.*; FLORIDA - Deceptive and Unfair Trade Practices Act, Fla. Stat. Ch. 501.201 *et seq.*; GEORGIA - Fair Business Practices Act of 1975, O.G.C.A. § 10-1-390 *et seq.*; HAWAII - Haw. Rev. Stat. § 480-2; IDAHO - Consumer Protection Act, Idaho Code § 48-601 *et seq.*; ILLINOIS - Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.* (1998); INDIANA - Deceptive Consumer Sales Act, Indiana Code 24-5-0.5-1 *et seq.*; IOWA - Iowa Consumer Fraud Act, Iowa Code Section 714.16; KANSAS - Kansas Consumer Protection Act, KSA 50-617, *et seq.*; KENTUCKY - Consumer Protection Statute, KRS 367.170; LOUISIANA - LSA R. S. 51:1410 and LSA R. S. 51:1401, *et seq.*; MARYLAND - Consumer Protection Act, Maryland Commercial Law Code Annotated § 13-101 *et seq.*; MASSACHUSETTS - Consumer Protection Act, M.G.L. c. 93A *et seq.*

As used herein, H&R Block shall refer to H&R Block Services, Inc., its parent corporation, its employees, agents, directors, subsidiaries, affiliates, predecessors, successors or assigns.

BACKGROUND

1. H&R Block is incorporated in Missouri, with its headquarters located at 4400 Main Street, Kansas City, Missouri, 64111. H&R Block is in the business of individual and business tax return preparation and advice, investment services, mortgage services and other financial activities.
2. H&R Block, through its affiliate offices and franchisees, among other things, provides tax return preparation services to consumers for a fee. In providing its tax return services, H&R Block also offers and provides other for-fee, optional services that are associated with its tax return preparation services. Among these for-fee, optional services is the "Peace of Mind guarantee" ("POM").
3. For those consumers who purchase POM through H&R Block, H&R Block guarantees that if their preparer makes a mistake in the preparation of the consumer's tax return, H&R Block will pay up to \$5,000 of any additional income tax that may be owed to a taxing authority due to the preparer's error. In addition, a representative from H&R Block will accompany the consumer to any meeting or proceeding a taxing authority has requested concerning errors in the preparation of the consumer's tax return.

ATTORNEYS GENERAL'S POSITION

4. Based upon an inquiry made by the Attorneys General, the Attorneys General contend that during Tax Season 2001 (the time frame during which income tax

seq.; MICHIGAN - Consumer Protection Act, M.C.L. 445.901 *et seq.*, M.S.A. 19.418(1) *et seq.* (1994); MISSISSIPPI - Consumer Protection Act, Miss. Code Ann. § 75-24-1 *et seq.*; MONTANA - Mont. Code Ann. § 30-14-101 *et seq.*; NEVADA - Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 *et seq.*; NEW JERSEY - Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*; NEW MEXICO - Unfair Trade Practices Act, NMSA § 57-12-1 *et seq.* (1978); NEW YORK - N.Y. Gen. Bus. Law §§ 349 & 350 and Executive Law § 63(12); NORTH CAROLINA - Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1 *et seq.*; NORTH DAKOTA - Consumer Fraud and Unlawful Credit Practices N.D.C.C. § 51-15-01 *et seq.*; OHIO - Consumer Sales Practices Act, R.C. § 1345.01 *et seq.*; OREGON - Unlawful Trade Practices Act, ORS 646.605 to 646.656; PENNSYLVANIA - Unfair Trade Practices and Consumer Protection Law, 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.*; SOUTH DAKOTA - SDCL § 37-24-1 through 35 *et seq.*; TENNESSEE - Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*, (1977); TEXAS - Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. And Com. Code § 17.41 *et seq.*, (Vernon 2002); VERMONT - Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*; VIRGINIA - Virginia Consumer Protection Act, 59.1-196 *et seq.*; WASHINGTON - Unfair Business Practices/Consumer Protection Act, R.C.W. 19.86; WEST VIRGINIA - Code Section 46A-1-101 *et seq.*; WISCONSIN - Wis. Stat. § 100.18 (Fraudulent Representations); WYOMING - W.S. §§ 40-12-102 *et seq.*

returns were prepared for income obtained in calendar year 2000) H&R Block automatically added a fee of \$22 for POM to all consumer tax return preparation invoices without first obtaining the consumer's affirmative acceptance of POM. The practices described in this paragraph violate the consumer protection statutes of the states as set forth in footnote 5 hereof.

H&R BLOCK'S POSITION

5. H&R Block denies that it violated any of the consumer protection statutes set forth in footnote 5 hereof. H&R Block contends that during Tax Season 2001, all consumers in its standard offices⁶ were given a voluntary choice as to whether they wished to purchase POM for an additional \$22. H&R Block maintains that the computer prompt it used did not deprive its consumers of this voluntary choice. H&R Block asserts that it informed consumers that POM was an optional service, and that only approximately 22% of H&R Block's consumers purchased POM during Tax Season 2001.

I. GENERAL AGREEMENTS

6. The parties have agreed to resolve the issues raised during the Attorneys General inquiry by entering into this Assurance. H&R Block is entering into this Assurance solely for the purpose of settlement and 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 H&R Block expressly denies. No part of this Assurance constitutes or shall constitute evidence against H&R Block in any action brought by any person(s) or entity or other party of any violation of any federal or state statute or regulation or the common law, except in an action brought by the Attorneys General, or one of them, to enforce the terms of this Assurance.

⁶ In addition to standard offices, H&R Block has approximately 400 Premium® offices nationwide. In Premium® offices, POM is offered as part of the tax services provided to consumers and is not an optional charge. Therefore, H&R Block asserts that the Attorney's General contentions only apply to practices in H&R Block standard offices.

II. ASSURANCES

7. The assurances set forth herein are applicable to H&R Block's standard offices and to H&R Block's Premium® offices where POM is not included as part of the tax services package provided to consumers and is an optional charge. H&R Block will make the assurances set forth herein part of the policies and procedures that must be followed by its franchisees in their standard offices and Premium® offices, where applicable. H&R Block will use its best efforts to ensure that its franchisees comply with these assurances.
8. H&R Block shall not automatically charge a consumer for POM, place the charge for POM on a consumer's bill or invoice, or generate a document that evidences a consumer's agreement to purchase POM unless the consumer has affirmatively assented to the purchase of POM and H&R Block has offered the consumer POM consistent with the terms of this Assurance.
9. In offering POM to consumers, H&R Block shall not initially state either orally, in writing, or in a presentation on a computer screen that it "recommends" (or words of similar import) POM.
10. H&R Block shall not automatically predetermine, through the use of a pre-selected "yes" on a computer screen or any other means, that a consumer has elected to purchase POM.
11. Concurrent with its initial offer of POM, and prior to making any recommendation regarding POM, H&R Block shall describe the material terms and conditions of the POM guarantee program to the consumer by displaying them on the computer screen during the preparation of the consumer's tax return and shall orally review those terms and conditions with the consumer. Those terms and conditions shall include a clear and conspicuous statement that the consumer has a right to cancel POM for seven (7) days from the date POM is purchased and receive a full refund of the amount paid for POM.
12. For every sale of POM, H&R Block shall present the consumer with a written copy of the terms and conditions of the POM guarantee, including the seven (7) day right of cancellation. This written copy shall be signed and dated by the

consumer and H&R Block, and shall indicate that the consumer has agreed to purchase POM. H&R Block shall give a copy of the signed terms and conditions to the consumer and maintain any signed copy of the terms and conditions for as long as the term of the guarantee.

13. H&R Block shall list separately and in a clear and conspicuous manner, whether printed or on a computer screen, the purchase of POM and separately set forth the itemized cost for POM on any invoice or bill.

III. CONSUMER REFUNDS

14. H&R Block shall establish a fund of one million dollars (\$1,000,000.00) to be utilized to pay refunds to eligible consumers. An eligible consumer shall be a consumer who had his/her tax return prepared at an H&R Block office in Tax Season 2001, who was charged for POM as an additional component of his/her tax return preparation, never utilized POM for which he/she was charged in Tax Season 2001 and believes that he/she was never informed that POM was added for a fee to his/her tax return preparation service in Tax Season 2001.
15. In order to receive a refund, an eligible consumer must make a request, either by phone, in writing or by the website referenced in paragraph 16, for such refund within 120 calendar days from the Effective Date of this Assurance. The request must include the consumer's name, address, phone number, and social security number. Further, H&R Block shall take all measures available to ensure that the information provided by consumers is utilized solely for refund requests under this Assurance and that the information is not utilized for marketing purposes by H&R Block and is not provided to any other individual, group, entity or business, whether an affiliate of H&R Block or not, for any other purpose. Requests for refunds forwarded to H&R Block from any of the offices of the Attorneys General shall be treated by H&R Block as consumer requests for refunds.
16. H&R Block shall establish by the Effective Date of this Assurance a toll free telephone number that consumers may call to request a refund as set forth in this Assurance. Further, H&R Block shall establish adequate and appropriate measures on the toll free telephone number to handle refund requests made by

those consumers whose primary language is Spanish. H&R Block shall also establish a special website for consumer refund requests. To the extent practicable, the Attorneys General will inform consumers of the availability of the website to file refund requests. The H&R Block website home page shall provide, for the period of time in which consumers can make POM refund requests under this Assurance, a link to the POM refund request website. Further, the POM refund request website screens shall only contain the mechanisms necessary to complete a refund request and shall not contain any marketing materials, other than the H&R Block logo.

17. H&R Block shall not be responsible for any additional costs for any notice to consumers regarding the refund program set forth in this Assurance.
18. H&R Block shall establish a liaison to the Attorneys General who shall be the recipient of any requests for refunds that may be sent to the Attorneys General.
19. Any consumer who requests and receives a refund shall, upon the receipt of his/her refund payment, forego any claim he/she may have under POM for which he/she was charged in Tax Season 2001.
20. H&R Block shall, within forty-five (45) calendar days after the end of the 120-day refund claim period, send to all the eligible consumers who requested a refund, a check for the full amount that they paid for POM that they purchased from H&R Block in Tax Season 2001. If the total dollar amount of requests for refunds by eligible consumers exceeds one million dollars (\$1,000,000.00), H&R Block shall calculate refunds to eligible consumers on a pro-rata basis and shall notify the Attorneys General who are signatories to this Assurance of the pro-rata refund amount that consumers will receive at least ten (10) calendar days prior to sending refund checks to consumers.
21. H&R Block shall, two hundred and seventy (270) calendar days after the end of the 120-day refund claim period, provide a final report outlining the total number of requests for refunds made from consumers nationally and in each state, the total number of requests for refunds that H&R Block approved nationally and in each state, the total amount of refunds paid out by H&R Block nationally and in each

state and the total number of refund checks that were either returned or not deposited or cashed by consumers in each state as of the date of the report. The report shall be submitted to each state's signatory to this Assurance. Further, H&R Block shall maintain the ability to search and report on, at the request of any Attorney General, any individual consumer requests for refunds and the status of any approval of those requests from consumers of that Attorney General's state, provided, however, H&R Block's duty to report to the Attorneys General regarding the refund program shall end three hundred and ninety (390) calendar days after the Effective Date of this Assurance, and H&R Block shall only be required to retain records regarding the refund program for four hundred and twenty-five (425) calendar days after the Effective Date of this Assurance. At reaching the four hundred and twenty-sixth (426th) calendar day after the Effective Date of this Assurance, H&R Block will undertake those steps necessary to ensure that any information that was provided to H&R Block by consumers in order to request or obtain a refund check is disposed of so that it may not be utilized, in any fashion, by any individual, group, entity or business.

22. H&R Block shall, at the time that the final report is due, send to each signatory Attorney General to this Assurance a payment equal to the total amount of all refund checks that were written under this Assurance and were either returned to H&R Block or not deposited or cashed by eligible consumers in each Attorney General's respective state as of the date of the report.⁷ Further, H&R Block shall provide, at the time the final report is due, each signatory Attorney General to this Assurance with the last known name and address of any individual whose refund check was either returned to H&R Block or was not deposited or cashed by eligible consumers in each Attorney General's respective state as of the date of the report. If any consumer attempts to deposit or cash a refund check after the date of the report and complains to H&R Block when the check is not cashed, H&R

⁷ With respect to the State of West Virginia, said payment shall be used at the discretion of the Attorney General solely for consumer protection purposes, including but not limited to, restitution, consumer education, credit or bankruptcy counseling and education, conflict resolution programs, and costs associated with implementing restitution orders.

Block will refer that consumer to the Attorney General to whom H&R Block forwarded the information and payment required by this paragraph.

IV. CONSUMER EDUCATION

23. H&R Block shall, within thirty (30) calendar days of the completion of the Consumer Refund program set forth in paragraphs 14-22 of this Assurance, remit to the states through the Attorney General of Ohio the funds not distributed pursuant to the Consumer Refund program which remains in the Consumer Refund Fund.⁸ The Attorneys General shall use the funds remitted pursuant to this paragraph for the purpose of creating and implementing a Consumer Education Program. A committee of representatives from the Attorneys General, selected by the Attorneys General, shall develop or cause to be developed the Consumer Education Program, which shall take the form of a brochure or public service announcement concerning tax issues important to consumers. The Consumer Education Program shall not reference in any way H&R Block. The Attorneys General shall provide H&R Block with a description of the proposed program. Such notification shall set forth a description of the proposed program, including an identification of the tax issues addressed and the format of the program.

V. PAYMENT TO THE ATTORNEYS GENERAL

24. H&R Block agrees to pay to the participating Attorneys General the sum of \$2,300,000. On or after the Effective Date, the Attorney General of Ohio shall notify H&R Block in writing as to the correct mailing addresses and respective amounts of the checks that will comprise the \$2,300,000. Within ten (10) calendar days after the receipt of this written notice, H&R Block will send the checks by mail directly to the respective Attorneys General. Subject to their respective state laws and policies, the Attorneys General may use such amount for any purpose provided by state law, including but not limited to, their attorneys' fees and other costs of the inquiry leading to this Assurance, placement in or

⁸ The Attorney General of Kentucky has not agreed that any money shall be used for a consumer education program but does not object to such use. The funds earmarked for these purposes are the same amounts regardless of Kentucky's participation in this agreement. Therefore, the Commonwealth of Kentucky has no claim to or legal interest in the funds which might be used for the consumer education program.

application to a consumer education, litigation or local consumer aid fund or revolving fund or for other uses to defray the costs of the inquiry leading to this Assurance, as permitted by the laws of each State.⁹

VI. COMPLIANCE EFFORTS AND REPORTS

25. H&R Block shall institute supervisory compliance procedures which are reasonably designed to insure compliance with this Assurance, including, without limitation, the training of relevant employees, revisions to and/or development of appropriate training materials and the development and implementation of internal procedures, including periodic monitoring to ensure compliance with the terms of this Assurance.
26. Within five (5) calendar days of the Effective Date of this Assurance, H&R Block shall send by written and/or electronic means, to all employees and managers involved in POM, including, but not limited to regional, district and office managers, complete instructions as to how POM is to be presented and sold to any consumer in compliance with the terms of this Assurance. In addition, H&R Block shall in this same communication set forth the requirements and steps that are necessary for a consumer to request a refund under the terms of this Assurance.
27. H&R Block shall file with each of the Attorneys General two written Compliance reports, each signed by an officer with knowledge of H&R Block's obligations under this Assurance, as to H&R Block's compliance with the terms and

⁹ With respect to the State of Colorado, said payment shall be utilized, first, for reimbursement of Colorado's actual costs and attorney fees and, second, to be held, along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud, or antitrust enforcement efforts. With respect to the State of Kentucky, said payment shall be held in an interest bearing trust and agency account and shall be deposited into the Consumer Protection Fund Division's Consumer and Education Fund for the purposes described herein. With respect to the State of Georgia, said payment shall be used for the reimbursement of costs, including monitoring of compliance, and any remainder, at the end of twelve months, shall be delivered to the Georgia Consumer Preventative Education Plan pursuant to O.G.C.A. § 10-1-381. With respect to the State of Alaska, said payment shall be utilized by the Attorney General for consumer protection and antitrust investigations, enforcement, and education. With respect to the State of Illinois, the payment made pursuant to this paragraph shall be deposited into the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund, to be used for law enforcement activity, consumer and educational programs associated with the enforcement of the Illinois Consumer Fraud Act, 815 ILCS 505.1 et seq. With respect to the State of Arkansas, said payment shall be held in trust by the Attorney General for uses directly related to the Attorney General's consumer protection efforts and deposited in the Consumer Education and Enforcement Fund. With respect to the State of West Virginia, said payment shall be used at the discretion of the Attorney General solely for consumer protection purposes, including but not limited to, restitution, consumer education, credit or bankruptcy counseling and education, conflict resolution programs, and costs associated with implementing restitution orders.

provisions hereof, the first to be filed six months after the Effective Date of this Assurance, and the second six months thereafter.

VII. GENERAL PROVISIONS

28. This Assurance shall be governed by the laws of the States. Nothing in this Assurance shall be deemed to permit or authorize any violation of the laws of any state or otherwise be construed to relieve H&R Block of any duty to comply with the applicable laws, rules and regulations of any state, nor shall anything herein be deemed to constitute permission to engage in any acts or practices prohibited by such laws, rules or regulations. This Assurance constitutes the full and final resolution between the Attorneys General and H&R Block of all civil claims relating to the allegations and contentions by the Attorneys General regarding POM for Tax Season 2001 as set forth in paragraph 4 of this Assurance.
29. This Assurance does not constitute an approval by the Attorneys General of any of H&R Block's programs or practices and H&R Block shall not make any representation to the contrary.
30. Where allowed by applicable state law, the respective Attorneys General, without further notice, may make *ex parte* application to any appropriate state court for an order approving this Assurance, which shall be considered an Assurance of Voluntary Compliance or an Assurance of Discontinuance as provided by the States' respective laws, or otherwise file this Assurance in any appropriate state court.
31. This Assurance may be executed in counterparts.
32. The "Effective Date" of this Assurance shall be April 24, 2003 or the date on which a fully executed copy of this Assurance is delivered to H&R Block, whichever is later.
33. Nothing in this Assurance shall be construed as a waiver of any private rights of any person.
34. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject

matter hereof. Any amendment or modification to this Assurance must be in writing and signed by duly authorized representatives of the parties agreeing to such modification. Any modification of this Assurance shall be initiated by a written request from the party(s) seeking the modification to the other party(s), and a timely response by the other party(s) shall be given. A modification can only be made through a written agreement signed by the Attorney(s) General agreeing to the modification and H&R Block. To seek any modification from a single Attorney General, H&R Block shall send a written request for such modification to that Attorney General who shall respond to such request within 30 days of its receipt. To seek a modification from more than one Attorney General, H&R Block shall send written request for such modification to the Attorney General of Ohio who will coordinate the Attorneys General response to such request within 30 days of its receipt. All parties will consider in good faith any request for modification.

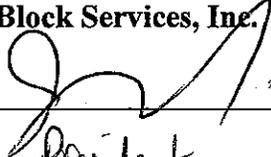
35. The undersigned representative for each party certifies that he/she is fully authorized by the party he/she represents to enter into the terms and conditions of this Assurance and to legally bind the party he/she represents to the Assurance.

VIII. SIGNATURES

We the undersigned, who have the authority to consent and sign on behalf of the parties in this matter, hereby consent to the form and contents of the foregoing Assurance and to its entry:

Signed this 21st day of April 2003.

H&R Block Services, Inc.

By: 

Title: President

Counsel for H&R Block Services, Inc.

By: Steven P. Haudler

Date: 4/21/03

For the States:

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Attorney General of Alabama

ELLEN LEONARD

Assistant Attorney General

GREGG D. RENKES

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Assistant Attorney General

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CHRISTINE O. GREGOIRE
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DOUGLAS D. WALSH
Senior Counsel

DARRELL VIVIAN McGRAW, JR.
Attorney General of West Virginia
JILL MILES
Deputy Attorney General

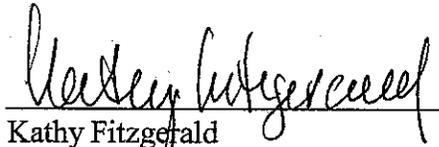
PEG LAUTENSCHLAGER
Attorney General of Wisconsin
JAMES D. JEFFRIES
Assistant Attorney General

PAT CRANK
Attorney General of Wyoming

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

MICHAEL A. COX
Attorney General of the State of Michigan

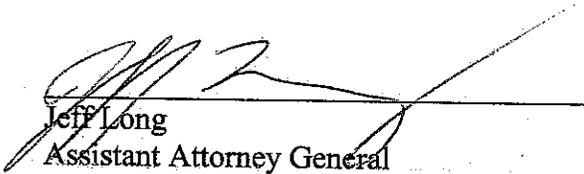
A handwritten signature in cursive script, appearing to read "Kathy Fitzgerald", is written over a horizontal line.

Kathy Fitzgerald
Assistant Attorney General
Department of Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

BILL PRYOR
Attorney General of the State of Alabama



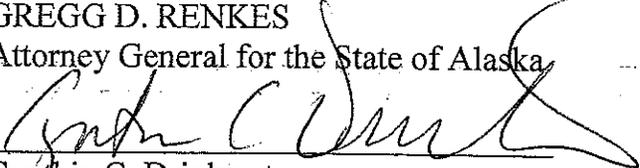
Jeff Long

Assistant Attorney General
Office of the Alabama Attorney General
Consumer Protection Section
11 South Union Street
Montgomery, Alabama 36130

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

GREGG D. RENKES
Attorney General for the State of Alaska


Cynthia C. Drinkwater
Assistant Attorney General
Office of the Alaska Attorney General
Consumer Protection Unit
1031 W. 4th Avenue, Suite 200
Anchorage, Alaska 99501

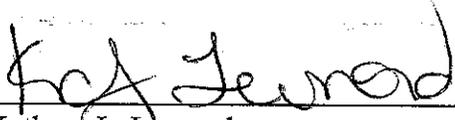
In the Matter of:

H & R Block Services, Inc.

Assurance of Voluntary Compliance or Discontinuance

Dated: April 14, 2003.

TERRY GODDARD,
Attorney General of the State of Arizona



Kathryn L. Leonard
Assistant Attorney General
Consumer Protection and Advocacy
1275 West Washington
Phoenix, Arizona 85007

**In the Matter of:
H & R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

MIKE BEEBE
Attorney General of the State of Arkansas

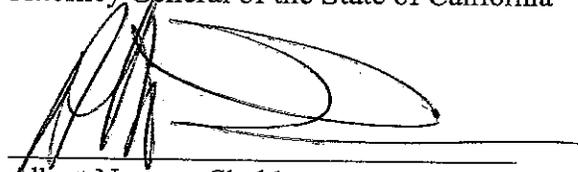
A handwritten signature in black ink, appearing to read "James B. DePriest", written over a horizontal line.

James B. DePriest
Senior Assistant Attorney General
Office of the Arkansas Attorney General
Consumer Protection Section
323 Center Street, Suite 200
Little Rock, Arkansas 72201

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 21, 2003

BILL LOCKYER
Attorney General of the State of California

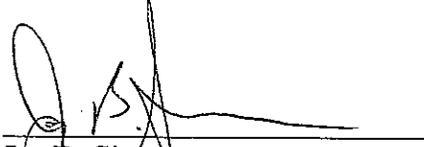
A handwritten signature in black ink, appearing to read 'Albert Norman Sheiden', is written over a horizontal line. The signature is stylized and somewhat cursive.

Albert Norman Sheiden
Supervising Deputy Attorney General
California Attorney General's Office
Consumer Law Section
110 West A Street, Suite 1100
San Diego, CA 92101

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance of Discontinuance

Dated: April 17, 2003

KEN SALAZAR
Attorney General of the State of Colorado

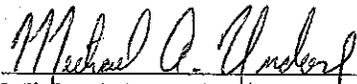
A handwritten signature in black ink, appearing to read 'J. B. Simonson', is written over a horizontal line.

Jay B. Simonson
Assistant Attorney General
Office of the Colorado Attorney General
Consumer Protection Section
1525 Sherman St., 5th Floor
Denver, Colorado 80205

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

M. JANE BRADY
Attorney General of the State of Delaware



Michael A. Undorf
Deputy Attorney General
Delaware Department of Justice
Fraud & Consumer Protection Division
820 N. French St, 5th Floor
Wilmington, DE 19801
(302) 577-8600

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 21, 2003

ARABELLA W. TEAL
Interim Corporation Counsel



CHARLOTTE W. PARKER
Deputy Corporation Counsel



BENNETT RUSHKOFF
Senior Counsel
Office of the Corporation Counsel
441 4th Street, N.W., Suite 450-N
Washington, DC 20001
(202) 727-5173

Attorneys for the District of Columbia

In the matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

CHARLES J. CRIST, JR.,
Attorney General of the State of Florida

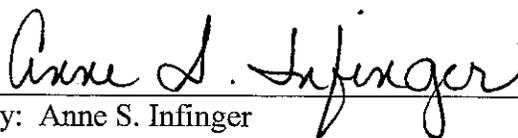
A handwritten signature in black ink, appearing to read "George LeMieux", is written over a horizontal line.

George LeMieux
Deputy Attorney General
Office of the Florida Attorney General
Department of Legal Affairs
PL-01
The Capitol
Tallahassee, FL 32399-1050

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

FOR THE STATE OF GEORGIA
JOHN S. SMITH, III
Administrator, Governor's Office of Consumer Affairs



By: Anne S. Infinger
Director, Legal Division
Governor's Office of Consumer Affairs
2 Martin Luther King, Jr. Drive, Suite 356
Atlanta, Georgia 30334
Georgia Bar No. 382918

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003.

Lisa P. Tong

LISA P. TONG
Staff Attorney
State of Hawaii
Office of Consumer Protection
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813-2419

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

DATED this 17th day of April, 2003.

**LAWRENCE G. WARDEN
ATTORNEY GENERAL
STATE OF IDAHO**

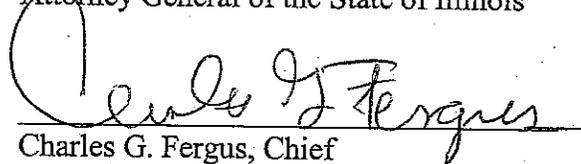
By:



BRETT T. DELANGE
Deputy Attorney General

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

LISA MADIGAN
Attorney General of the State of Illinois

A handwritten signature in cursive script, appearing to read "Charles G. Fergus", is written over a horizontal line.

Charles G. Fergus, Chief
Consumer Fraud Bureau
100 West Randolph, 12th Floor
Chicago, Illinois 60601

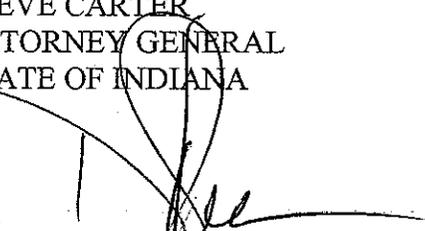
In the Matter of:

H & R BLOCK SERVICES, INC.,

Respondent.

Dated this 15th day of April, 2003.

STEVE CARTER
ATTORNEY GENERAL
STATE OF INDIANA

By: 

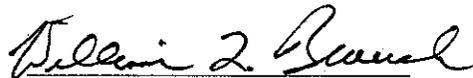
David A. Paetzmann
Deputy Attorney General
Attorney no. 6392-23

Office of the Attorney General
Indiana Government Center South, 5th fl.
402 W. Washington Street
Indianapolis, IN 46204
(317) 232-3442

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 8, 2003

THOMAS J. MILLER
Attorney General of the State of Iowa



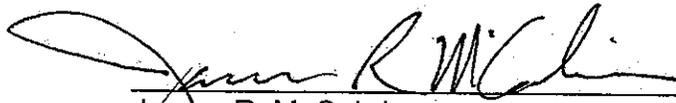
William L. Brauch
Special Assistant Attorney General
Director - Consumer Protection Division
Office of the Iowa Attorney General
1305 East Walnut, 2nd Floor
Des Moines, Iowa 50319

In the Matter of:

H&R Block Services, Inc.
Assurance of Voluntary Compliance

Dated: April 17, 2003

PHILL KLINE
Attorney General of the State of Kansas

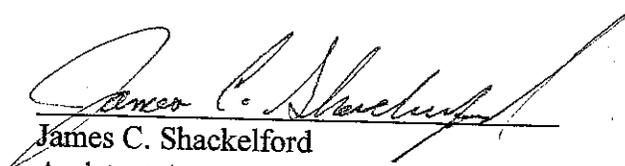


James R. McCabria
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Street, Second Floor
Topeka, Kansas 66612-1597
(785) 296-3751

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

ALBERT B. CHANDLER III
ATTORNEY GENERAL OF KENTUCKY



James C. Shackelford
Assistant Attorney General
Consumer Protection Division
1024 Capital Center Dr.
Frankfort, KY 40601
(502) 696-5389

**In the matter of: H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

April 17, 2003

**RICHARD P. IEYOUNG
Attorney General State of Louisiana**

A handwritten signature in black ink, appearing to read "Richard P. Ieyoung", written over a horizontal line.

**Richard P. Ieyoung
Attorney General
Louisiana Department of Justice
Office of the Attorney General
300 Capitol Drive, 22nd Floor
Baton Rouge, Louisiana 70804-9005**

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

J. JOSEPH CURRAN, JR.
Attorney General of the State of Maryland



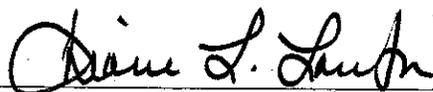
William D. Gruhn
William D. Gruhn
Assistant Attorney General
Office of the Maryland Attorney General
Consumer Protection Division
200 Saint Paul Place, 16th Floor
Baltimore, Maryland 21202

In the Matter of:
H & R Block Services, Inc.

COMMONWEALTH OF MASSACHUSETTS

Thomas F. Reilly
Attorney General

By:



Diane L. Lawton, BBO #555584
Assistant Attorney General
Consumer Protection and Antitrust Division
One Ashburton Place, 19th Floor
Boston, Massachusetts 02108
(617) 727-2200

Dated:

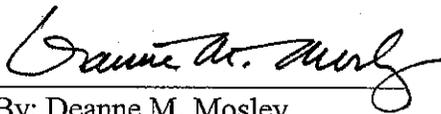
4/16/03

Signature Page - Mississippi

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

MIKE MOORE
Attorney General of the State of Mississippi

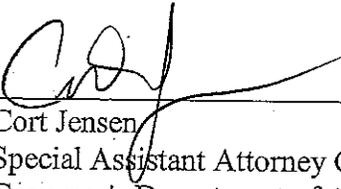


By: Deanne M. Mosley
Director of Consumer Protection Division
Office of the Mississippi Attorney General
P. O. Box 22947
Jackson, MS 39225
(601) 359-4230
(601) 359-4231 (Fax)
Dmosl@ago.state.ms.us

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

Cort Jensen
Montana Consumer Protection Office

A handwritten signature in black ink, appearing to read 'Cort Jensen', is written over a horizontal line.

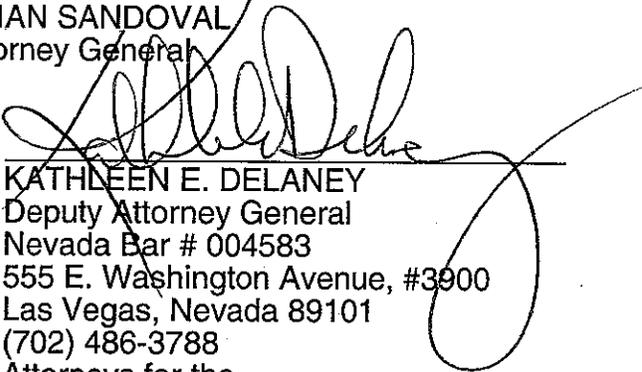
Cort Jensen
Special Assistant Attorney General
Governor's Department of Administration
Consumer Protection Office
1219 8th Ave
Helena, MT 59620

In the matter of H&R Block Services, Inc., Assurance of Voluntary Compliance or
Discontinuance.

DATED this 18th day of April, 2003.

ACCEPTED BY:

BRIAN SANDOVAL
Attorney General

By: 

KATHLEEN E. DELANEY
Deputy Attorney General
Nevada Bar # 004583
555 E. Washington Avenue, #3900
Las Vegas, Nevada 89101
(702) 486-3788
Attorneys for the
STATE OF NEVADA

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

PETER C. HARVEY
Acting Attorney General of New Jersey



Carol G. Jacobson
Deputy Attorney General
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

PATRICIA A. MADRID
Attorney General
State of New Mexico



Richard B. Word
Assistant Attorney General
New Mexico Attorney General's Office
Special Consumer Projects Division
P.O. Drawer 1508
Santa Fe, New Mexico 87504-1508
(505) 827-6075

In the Matter of:

H&R Block Services, Inc.

Assurance of Voluntary Compliance or Discontinuance

Dated: April 14, 2003

ELIOT SPITZER

Attorney General of the State of New York

A handwritten signature in cursive script, appearing to read "Shirley Stark", written over a horizontal line.

Shirley Stark

Assistant Attorney General

Bureau of Consumer Frauds and Protection

120 Broadway

New York, NY 10271

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

ROY COOPER
NORTH CAROLINA ATTORNEY GENERAL



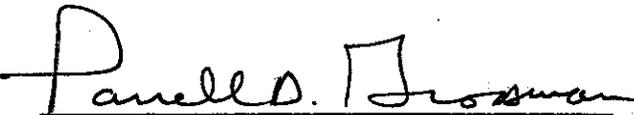
M. Lynne Weaver
Assistant Attorney General
Office of the North Carolina Attorney General
Consumer Protection Division
114 West Edenton Street
Raleigh, North Carolina 27603

In the Matter of:
H&R Block Services, Inc.

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE OR DISCONTINUANCE

State of North Dakota
Wayne Stenehjem
Attorney General

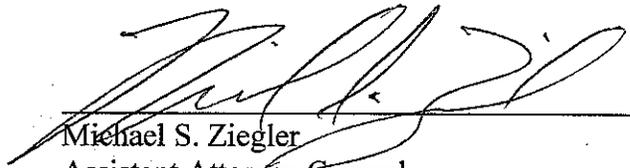
By: 

Parrell D. Grossman, ID No. 04684
Assistant Attorney General
Director, Consumer Protection &
Antitrust Div.
Office of Attorney General
600 E Boulevard Ave Dept. 125
Bismarck, ND 58505-0040
(701) 328-2811

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

JIM PETRO
Attorney General of the State of Ohio

A handwritten signature in black ink, appearing to read "Michael S. Ziegler", is written over a horizontal line.

Michael S. Ziegler
Assistant Attorney General
Office of the Ohio Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 15, 2003

HARDY MYERS
State of Oregon

A handwritten signature in black ink, appearing to read 'D Hart', written over a horizontal line.

David A. Hart OSB # 00275
Assistant Attorney General
Office of the Oregon Attorney General
Civil Enforcement Division
1162 Court Street NE
Salem, OR 97301-4096
(503) 378-4732

Assurance of Voluntary Compliance/Discontinuance

In the Matter of:

H&R BLOCK SERVICES, INC.

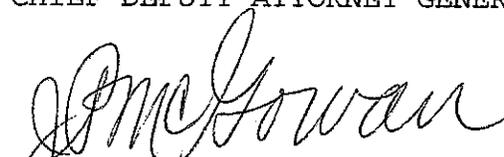
Dated: _____

4/17/03

COMMONWEALTH OF PENNSYLVANIA
D. MICHAEL FISHER
ATTORNEY GENERAL

FRANK T. DONAGHUE
CHIEF DEPUTY ATTORNEY GENERAL

BY: _____


J. P. MCGOWAN
SENIOR DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION
214 SAMTER BUILDING
101 PENN AVENUE
SCRANTON, PA 18503-2025
TELEPHONE: (570) 963-4913
ID# 30126

COUNSEL FOR COMMONWEALTH OF PA

In the Matter of
H & R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 16, 2003

PATRICK C. LYNCH
Attorney General of the
State of Rhode Island

A handwritten signature in cursive script, reading "Edmund F. Murray, Jr.", written over a horizontal line.

Edmund F. Murray, Jr. #3096
Special Assistant Attorney General
Office of the Rhode Attorney General
Antitrust Division
150 South Main Street
Providence, RI 02903

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance

Dated: April 16, 2003

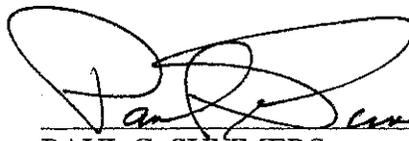
LAWRENCE E. LONG
ATTORNEY GENERAL of the State
South Dakota



Paul Cremer
Assistant Attorney General
Office of the Attorney General
Consumer Protection
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: (605) 773-3215

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance**

Dated: April 17, 2003



PAUL G. SUMMERS
Attorney General of the State of Tennessee
BPR # 6285



LEIGH ANN ROBERTS
Assistant Attorney General
BPR # 19800
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
425 Fifth Avenue 2nd Floor
Nashville, Tennessee 37243-0491
(615) 532-9299



MARY C. CLEMENT
DIRECTOR
Division of Consumer Affairs
Department of Commerce and Insurance
500 James Robertson Parkway
5th Floor, Davy Crockett Tower
Nashville, TN 37243-0600
(615) 741-4737

**In the Matter of:
H & R Block Services, Inc.
Assurance of Voluntary Compliance**

Date: April 17, 2003.

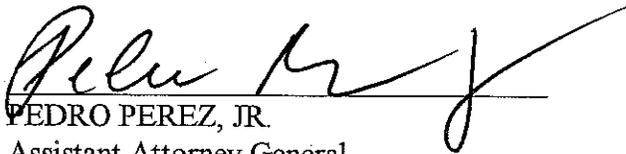
Respectfully submitted,

GREG ABBOTT
Attorney General of Texas

BARRY R. McBEE
First Assistant Attorney General

JEFFREY S. BOYD
Deputy Attorney General for Litigation

PAUL D. CARMONA
Chief, Consumer Protection Division

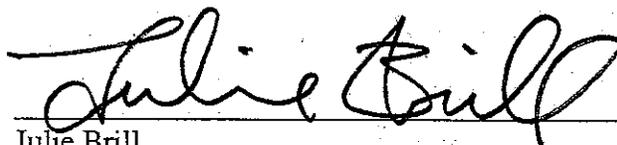


PEDRO PEREZ, JR.
Assistant Attorney General
State Bar No. 00788184
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711
512-475-4656
(Fax) 512-473-8301

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 18, 2003

WILLIAM H. SORRELL
Attorney General of the State of Vermont

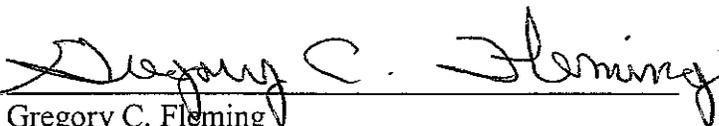
A handwritten signature in cursive script, reading "Julie Brill", is written over a horizontal line.

Julie Brill
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street
Montpelier, VT 05609-1001

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

Jerry W. Kilgore
Attorney General of the
Commonwealth of Virginia

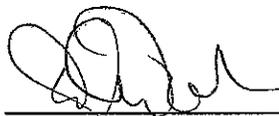
A handwritten signature in cursive script that reads "Gregory C. Fleming". The signature is written in dark ink and is positioned above a horizontal line.

Gregory C. Fleming
Assistant Attorney General
Office of the Virginia Attorney General
Antitrust and Consumer Litigation Section
900 East Main Street
Richmond, Virginia 23219

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

CHRISTINE O. GREGOIRE
Attorney General of the State of Washington



DOUGLAS D. WALSH
Senior Counsel
Office of the Washington Attorney General
Consumer Protection Division
1019 Pacific Ave., 6th Floor
Tacoma, Washington 98402



DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

PHYSICAL ADDRESS:
812 Quarrier St.
Charleston, WV 25301

MAILING ADDRESS:
P. O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.state.wv.us
<http://www.state.wv.us/wvag>

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

**Consumer Protection
and Antitrust Division**
(304) 558-8986

Preneed Funeral Services
(304) 558-8986

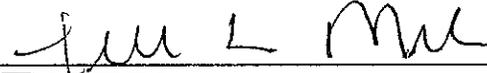
Consumer Hotline
1-800-368-8808

FAX: (304) 558-0184

In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance

Dated: April 17, 2003

DARRELL V. McGRAW, JR.
Attorney General of the State of West Virginia



JILL L. MILES
Deputy Attorney General
State of WV Office of the Attorney General
Consumer Protection/Antitrust Division
Post Office Box 1789
Charleston, West Virginia 25326-1789

Wisconsin

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

PEGGY A. LAUTENSCHLAGER
Attorney General



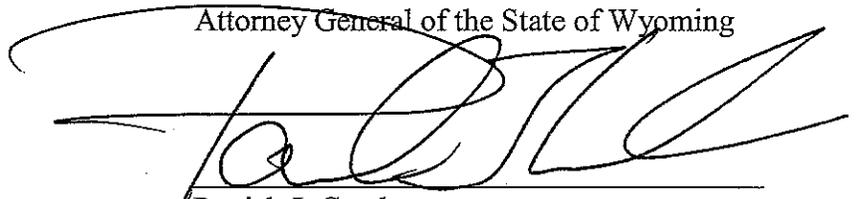
A handwritten signature in cursive script, reading "James D. Jeffries", is written over a horizontal line.

JAMES D. JEFFRIES
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857

**In the Matter of:
H&R Block Services, Inc.
Assurance of Voluntary Compliance or Discontinuance**

Dated: April 17, 2003

Patrick J. Crank
Attorney General of the State of Wyoming

A large, stylized handwritten signature in black ink, appearing to read 'Patrick J. Crank', is written over a horizontal line.

Patrick J. Crank
Attorney General
Office of the Wyoming Attorney General
123 State Capitol
Cheyenne, WY 82002