

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

DANA NESSEL, ATTORNEY GENERAL OF
THE STATE OF MICHIGAN, *ex rel.*
the People of the State of Michigan,

Petitioner,

No. 20-39-CP

HON. WANDA STOKES

v

ALL ACCESS TELECOM INC.,

Respondent.

Wisam E. Naoum (P83335)
Attorney for Petitioner
Michigan Department of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632

ASSURANCE OF VOLUNTARY COMPLIANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan and All Access Telecom Inc., hereby execute and agree to be bound by this Assurance of Voluntary Compliance.

This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, MCL 445.901, *et seq.*, the Michigan Home Solicitations Sales Act, MCL 445.111, *et seq.*, and the Federal Trade Commission's Telemarketing Sales Rule, 16 C.F.R. Part 310, arising from All Access accepting a single third-party VSP telephone call onto its network and passing such call onto another third-party VSP. All Access is not admitting to violating the HSSA, the

CPA, the TSR, or any other applicable federal or state law. Rather, All Access is seeking to cooperate with the State of Michigan and agreeing to follow all provisions of this Assurance so as to assist in the prevention of illegal robocalls being placed to residents of the State of Michigan. All Access agrees not to contest any terms of this Assurance.

The parties agree that the entry into this Assurance by All Access is not an admission of guilt, acceptance of liability for violating Michigan or federal law, consent thereof, or agreement with respect to any legal or factual issues set forth within this Agreement.

THEREFORE, the parties agree as follows:

I. Jurisdiction

1.1 The Department has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905, MCL 445.910, and 15 U.S.C. § 6103. All Access waives all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

II. Parties Bound

2.1 This Assurance binds All Access, whether acting through associates, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity. All Access is responsible for compliance with the terms of this Assurance, and must ensure that all associates, principals, officers, directors, employees, contractors, subcontractors, agents, representatives,

successors or assigns, or through any other subsidiary, corporation, assumed name or any of its separate business entities comply with the terms of this Assurance.

III. Definitions

3.1 “All Access” refers to All Access Telecom Inc. and all associates, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors or assigns for All Access Telecom Inc.

3.2 “Assurance” means this Assurance of Voluntary Compliance.

3.3 “CPA” means the Michigan Consumer Protection Act, MCL 445.901, *et seq.*

3.4 “Department” means the Michigan Department of Attorney General.

3.5 “DNC Registry” means the Do Not Call Registry maintained by the Federal Trade Commission, which allows American consumers to register their telephone number(s) to avoid telemarketing telephone calls.

3.6 “HSSA” means the Home Solicitations Sales Act, MCL 445.111, *et seq.*

3.7 “Parties” means Department and All Access, collectively.

3.8 “STIR/SHAKEN Authentication Framework” means the Secure Telephone Identity Revisited and Signature-based Handling of Asserted Information Using Tokens standards. See 47 U.S.C. § 227b.

3.9 “TSR” means the Federal Trade Commission’s Telemarketing Sales Rule, 16 C.F.R. Part 310.

3.10 “USTelecom” means USTelecom—the Broadband Association, a trade association representing prominent VSPs and its affiliates, including, without limitation, the Industry Traceback Group.

3.11 “VoIP Business Services” means the resale or offering of voice over internet protocol, i.e. VoIP, telephony services, the resale or licensing of telephone numbers, or any other telecommunications, VSP services, or information services.

3.12 “VSP(s)” means voice service providers.

3.13 All other terms shall have the meaning specifically defined in the CPA.

IV. Department’s Informal Inquiry Related to All Access.

4.1 Since November 15, 2019, the Department has received more than 150 complaints about Social Security Administration scam robocalls. Recordings of these robocalls in the Department’s possession indicate that unidentified persons impersonate Social Security Administration officials while fraudulently attempting to solicit money from the call recipient in return for alleged services such as restoring the call recipient’s social security number or eliminating fines and penalties.

4.2 In 2019, the Department, along with other state and federal law enforcement agencies, began working with USTelecom on developing the ability to trace robocalls to their ultimate sources through a voluntary coalition of VSPs it leads, called the Industry Traceback Group. While continually enhancing their abilities to trace robocalls, USTelecom currently has the ability to trace robocalls to

their ultimate source through the Industry Traceback Group, which relies on the cooperation of VSPs, such as All Access.

4.3 Upon receipt of specified information from a law enforcement agency with a reasonable basis to believe a robocall was illegal, USTelecom will attempt to trace the illegal robocall to its ultimate source by working backwards from the telephone call recipient's VSP through the chain of VSPs until they reach the ultimate source.

4.4 On February 7, 2020, the Department submitted several suspected Social Security Administration scam robocalls from complaints that it received during the period of January 6, 2020 to January 31, 2020 to USTelecom to trace.

4.5 On February 19, 2020, USTelecom indicated in an email to the Department that it had been able to trace three (3) of the illegal robocalls. USTelecom stated that it was able to trace the robocalls to foreign sources and that they additionally identified the VSP(s) that served as the point of entry into the United States' telecommunications networks. USTelecom indicated that the suspected Social Security Administration scam robocall that ultimately went to one Michigan resident's cell phone and showing the robocall on caller-ID with a number of +1 (833) 284-7573 at 10:38 AM on January 30, 2020 was accepted by All Access onto its network from a foreign VSP and then passed the robocall onto another U.S. VSP. All Access has stated that it was unaware that the call it transported was associated with a Social Security Administration scam robocall. The information

obtained by USTelecom was voluntarily provided to USTelecom by All Access as part of its ongoing cooperation with USTelecom.

4.6 The facts set forth above identify an alleged violation of the HSSA and, thus, the CPA. Under the CPA, it is unlawful for a person to violate the HSSA in connection with a telephone solicitation. Section 3 states the following is an unfair trade practice and, thus, unlawful:

(gg) Violating 1971 PA 227, MCL 445.111 to 445.117, in connection with a home solicitation sale or telephone solicitation, including, but not limited to, having an independent courier service or other third party pick up a consumer's payment on a home solicitation sale during the period the consumer is entitled to cancel the sale.

MCL 445.903(1)(gg). Pursuant to the HSSA, a “[t]elephone solicitor’ means any person doing business in this state who makes or *causes to be made* a telephone solicitation from within or outside of this state” MCL 445.111(n) (emphasis added). A “[t]elephone solicitation’ means any voice communication over a telephone for the purpose of encouraging the recipient of the call to purchase ... goods or services during that telephone call.” MCL 445.111(m). The HSSA prohibits robocalls in Section 1a as it states that, “[a] person shall not make a telephone solicitation that consists in whole or in part of a recorded message.” MCL 445.111a(1).

4.7 The facts set forth above also implicate an alleged violation of the TSR. Under the TSR, it is unlawful to initiate any outbound telephone call that delivers a prerecorded message. 16 C.F.R. § 310.4(b)(v). Moreover, under the TSR, it is illegal “for a person to provide substantial assistance or support to any seller or

telemarketer when that person knows or consciously avoids knowing that the seller or telemarketer is engaged in any act or practice that violates §§ 310.3(a), (c) or (d), or § 310.4 of this Rule.” 16 C.F.R. § 310.3(b). Pursuant to the Telemarketing and Consumer Fraud and Abuse Prevention Act, state attorneys general may bring enforcement actions against violators of the TSR on behalf of their residents. 15 U.S.C. § 6103.

4.8 By accepting an illegal telephone solicitation onto its network and causing them to be sent, directly or indirectly, to a recipient in Michigan, All Access allegedly violated the HSSA and, thus, the CPA. Likewise, those same facts that allegedly violate the HSSA and CPA, may also implicate an alleged violation of the TSR.

4.9 All Access responded to the Department promptly and indicated that it is seeking to comply with Michigan law, mitigate illegal robocall traffic via telephone, and cooperate with the Department. To that end, All Access further indicated that it would be willing to enter into this Assurance, which sets forth a viable path for VSPs to assist law enforcement agencies in combatting illegal robocalls. All Access’ candor and cooperation with respect to the Department’s informal inquiry is appreciated and is a significant factor giving rise to this Assurance.

4.10 In entering into the Assurance, the mutual objective of the parties is to resolve, without litigation, Department’s (a) potential claims under the CPA and TSR, via the Telemarketing and Consumer Fraud and Abuse Prevention Act, for

preliminary and permanent injunctive relief, (b) the potential claims for payment of damages and other penalties for carrying a single robocall allegedly in violation of the HSSA, CPA, and TSR, and (c) reimbursement of the Department's costs and expenses related to the informal inquiry. The entry into this Assurance by All Access is not an admission of liability or guilt with respect to the particular claims of any individual or class of consumers or the Department. It is neither party's intent that the facts or the resultant allegations relating to various state and federal laws set forth in this Assurance shall be relied upon or utilized by individuals, classes of consumers, or other law enforcement agencies as an admission of liability or guilt. All Access is offering this Assurance to avoid the time and expense of litigating this matter.

V. Implementation of Compliance Measures

5.1 To the extent that All Access may have engaged in any alleged abusive, unfair, or deceptive business practices in the State of Michigan, including any violations of the CPA, HSSA, and TSR, All Access shall immediately cease and desist any and all such practices.

5.2 All Access shall not provide any VoIP Business Services, including, but not limited to, telephony services, access to its telecommunications networks or the provision of telephone numbers, to any new or prospective customer without first engaging in a reasonable screening of such customer. For existing customers, such reasonable screening must occur and be completed within sixty (60) days of the date

of execution of this Assurance. For all customers, such reasonable screening must recur annually. Such reasonable screening must include, but not be limited to:

5.2.1 Obtaining from each prospective or current customer the following information:

5.2.1.1 For customers who describe their business as involving telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions, (1) obtaining the prospective customer's (a) Subscription Account Number for accessing the DNC Registry and (b) documentation of its internal policy requiring that none of its telephone calls be placed to persons registered on the DNC Registry, unless the customer can provide evidence of an express written agreement the customer obtained from the person to be called, and (2) determining whether the customer uses prerecorded messages. For any such customer that uses prerecorded messages, All Access must ask the customer for evidence of express written agreement the customer obtained from each person called. For the avoidance of doubt, while All Access does not currently maintain any customer who describes their business as involving telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions, this Section 5.2.1.1 and other Sections pertaining to

this type of customer below shall apply to any such prospective customer in the future;

5.2.1.2 For customers who describe their business as involving VoIP Business Services, obtaining the prospective customer's (1) Universal Service Fund registration number, (2) Federal Communications Commission Registration Number, and (3) latest Federal Communications Commission Form 499 filing, provided, however, if the customer is foreign or has foreign ownership, then the latest Federal Communications Commission Form 214 filing, the contents of which All Access is authorized to rely upon;

5.2.1.3 The name of the principal(s) and controlling person(s) of the entity, and person(s) with a majority ownership interest in the entity;

5.2.1.4 The (1) name of the entity's employee responsible for compliance with the state and federal laws governing telemarketing, telephone calls to solicit the purchase of goods or services or charitable or political contributions, and the use of prerecorded messages and automated dialing and (2) the customer's compliance efforts or policies for such laws;

5.2.1.5 A list of all business and trade names, fictitious names, DBAs, and internet websites under or through which the customer has transacted business;

5.2.1.6 Each physical address at which the customer has conducted business or will conduct the business(es), in the past five (5) years, identified pursuant to subsections 5.2.1.1 and 5.2.1.2 of this Section 5.2;

5.2.1.7 The billing address and email address associated with the customer's means and source of payment for All Access' services, as well as the name of the person or entity paying for All Access' services;

5.2.1.8 The primary contact telephone number and email used by the customer;

5.2.1.9 The customer's federal taxpayer ID number;

5.2.1.10 The customer's state or country of incorporation;

5.2.1.11 The names of trade and bank references;

5.2.1.12 Whether All Access has received subpoenas, civil investigative demands, or other inquiries from a law enforcement agency, and internal or other VSP complaints or inquiries about the customer;

5.2.1.13 Whether All Access or USTelecom has ever identified the customer through tracebacks initiated by USTelecom

or law enforcement agencies and determined that it is (1) the originating source of such calls, (2) the VSP providing VoIP Business Services that originated the call (i.e. the first VSP to accept the call onto its network), or (3) the VSP providing VoIP Business Services that accepted the call onto its network from a foreign VSP and then passed the robocall onto another U.S. VSP. To the extent USTelecom has identified a customer of All Access through a traceback and made a determination as set forth herein, such information must have been shared with, been accessible to, or otherwise communicated to All Access;

5.2.1.14 Whether the customer (including the principal(s), controlling person(s) of the entity, and any person(s) with a majority ownership interest in the entity) has ever had an adverse judgment against them arising out of a civil lawsuit relating to the use of telecommunications networks, including, without limitation, anything related to VoIP Business Services or robocalls, or been the subject of any law enforcement action by any local, state, or federal agency and such lawsuit or action is publicly accessible through the reasonable efforts of All Access;

5.2.1.15 Whether the customer, if such customer is a VSP, has been (1) determined by USTelecom, in its sole discretion, to be a “Non-Cooperative Voice Service Provider” as defined in its January

2020 edition, or any subsequent edition, of its Policies and Procedures, which is attached hereto as Exhibit A, (2) blocked from another VSP's network after being determined to be a "bad-actor upstream voice service provider" pursuant to notice to the Federal Communications Commission in a process more formally described in Paragraphs 35-45 of the Federal Communication Commission's Third Report and Order, Order On Reconsideration, and Fourth Further Notice of Proposed Rulemaking in CG Docket No. 17-59 and adopted July 16, 2020, which is attached hereto as Exhibit B; or (3) received a warning, notice, or other correspondence from a federal or state agency warning of any repercussions for continued violations related to VoIP Business Services and/or robocalls; and

5.2.1.16 Whether the customer, if such customer is a VSP, has implemented the STIR/SHAKEN Authentication Framework or has a documented and approved (by its requisite corporate authority) plan to implement the STIR/SHAKEN Authentication Framework no later than June 30, 2021 unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation

5.2.2 Taking reasonable steps to review and assess the accuracy of the information provided pursuant to Section 5.2.1 of this Assurance, including but not limited to: (1) reviewing the internet websites hosted or maintained

by the customer; (2) reviewing public databases hosted by state governments that contain information about the incorporation of business entities; (3) reviewing the Universal Service Administrative Company's and/or Federal Communications Commission's website that publishes Universal Service Fund registration numbers, and reviewing any forms filed with the Federal Communications Commission pursuant to subsection 5.2.1.2; (4) searching the Federal Trade Commission's website to determine if the customer or its control persons have been the subject of Federal Trade Commission enforcement action; (5) reviewing all subpoenas, civil investigative demands, other inquiries from a law enforcement agency, and internal complaints or inquiries about the customer and its controlling persons that are publicly accessible through the reasonable efforts of All Access; (6) performing reasonable internet searches about the customer and its controlling persons; (7) matching the addresses provided pursuant to subsections 5.2.1.6 and 5.2.1.7; (8) closely reviewing express written agreements provided authorizing telephone calls utilizing prerecorded messages; (9) reviewing the customer's compliance efforts pursuant to subsection 5.2.1.4; (10) applying stricter scrutiny when reviewing foreign customers; (11) monitoring public notices and other correspondences made publicly available by federal agencies regarding VSPs allegedly in violation of federal law regarding robocalls; and (12) monitoring any database or portal to which USTelecom grants All Access access to in regards to tracebacks of robocalls.

5.3 All Access further agrees to immediately terminate, or refrain from entering into, any business relationship with an existing or prospective customer if a review under Section 5.2 reveals that:

5.3.1 The customer is engaging in telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions without (1) a Subscription Account Number for accessing the DNC Registry and (2) documented internal policies requiring that none of its telephone calls be placed to persons registered on the DNC Registry;

5.3.2 The customer is engaging in telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions while utilizing prerecorded messages and does not provide evidence of express written agreement the customer obtained from each person called;

5.3.3 The customer is offering VoIP Business Services without a current Federal Communication Commission Form 499 or 214 filing, as applicable, and/or All Access determines there are any irregularities or contradictory information when reviewing the prospective customer's (1) Universal Service Fund registration number, (2) Federal Communications Commission Registration Number, and (3) latest Federal Communications Commission Form 499 or Form 214 filing, as applicable;

5.3.4 A foreign customer engages in telemarketing or telephone calls into the United States to solicit the purchase of goods or services or charitable or political contributions while utilizing prerecorded messages;

5.3.5 The customer states it does not have a taxpayer ID number;

5.3.6 The customer states that it does not have an employee responsible for compliance with state and federal laws and/or does not have compliance efforts or policies for such laws;

5.3.7 The addresses provided pursuant to subsections 5.2.1.6 and 5.2.1.7 do not match;

5.3.8 For any customer terminating less than fifty million (50,000,000) calls onto All Access' network in a one (1) year period, such customer has been the subject of three (3) tracebacks related to telephone calls utilizing prerecorded messages in a one (1) year period and, in those cases, been determined that it is (1) the source of such calls, (2) the VSP providing VoIP Business Services that originated the call (i.e. the first VSP to accept the call onto its network), or (3) the VSP providing VoIP Business Services that accepted the call onto its network from a foreign VSP and then passed the robocall onto another U.S. VSP; *provided, however*, that if, upon notice from All Access, such customer (w) joins USTelecom's Industry Traceback Group, (x) takes substantive and documented measures to mitigate illegal robocall traffic from its network, (y) terminates its customer(s) that sent the traffic at the source of the traceback(s), and (z) certifies in an affidavit, notarized, under oath, and under penalty of perjury, to the Department that it has undertaken both clauses (w), (x), and (y) with such evidence, then All Access may rescind its termination of such customer

upon the Department's prior written approval, which shall be granted or not granted in the Department's sole discretion; *provided, further, however*, that if, upon the Department's prior written approval of the rescinding of a customer termination, that customer is again the subject of a traceback highlighted in clauses (1)-(3) in this Section 5.3.8, then All Access must terminate such customer;

5.3.9 For any customer terminating fifty million (50,000,000) or more calls onto All Access' network in a one (1) year period, such customer has been the subject of seven (7) tracebacks related to telephone calls utilizing prerecorded messages in a one (1) year period and, in all such cases, been determined that it is (1) the originating source of such calls, (2) the VSP providing VoIP Business Services that originated the call (i.e. the first VSP to accept the call onto its network), or (3) the VSP providing VoIP Business Services that accepted the call onto its network from a foreign VSP and then passed the robocall onto another U.S. VSP.; *provided, however*, that if, upon notice from All Access, such customer (w) joins USTelecom's Industry Traceback Group, (x) takes substantive and documented measures to mitigate illegal robocall traffic from its network, (y) terminates its customer(s) that sent the traffic at the source of the traceback(s), and (z) certifies in an affidavit, notarized, under oath, and under penalty of perjury, to the Department that it has undertaken both clauses (w), (x), and (y) with such evidence, then All Access may rescind its termination of such customer

upon the Department's prior written approval, which shall be granted or not granted in the Department's sole discretion; *provided, further, however*, that if, upon the Department's prior written approval of the rescinding of a customer termination, that customer is again the subject of a traceback highlighted in clauses (1)-(3) in this Section 5.3.9, then All Access must terminate such customer;

5.3.10 To All Access' knowledge, the customer has been the target of a subpoena, civil investigative demand, or other inquiry from a law enforcement agency; *provided, however*, that tracebacks are not included in this Section 5.3.10;

5.3.11 The customer has been the subject of internal complaints, complaints from other VSPs, or inquiries related to telephone calls utilizing prerecorded messages; *provided, however*, that upon inquiry by All Access and All Access' subsequent, reasonable determination that the customer has resolved the cause of the complaint or inquiry, then All Access may rescind the termination upon providing written notice to the Department;

5.3.12 The customer describes their business as involving telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions and engages in and is the originating source of five thousand (5,000) or more telephone calls in one (1) day utilizing prerecorded messages and does not provide All Access with (1) prior notice of

such a telephone call campaign and (2) a copy of the prerecorded message utilized in the telephone call campaign;

5.3.13 The customer describes their business as involving VoIP Business Services or any services related to a VSP, fifteen percent (15%) or more of the telephone calls it terminates onto All Access' network in one (1) day last less than six (6) seconds, and All Access, upon reasonable inquiry, determines that such calls represent illegal robocall activity;

5.3.14 To All Access' knowledge, the customer (including the principal(s), controlling person(s) of the entity, and any person(s) with a majority ownership interest in the entity) has had an adverse judgment against it arising out of a civil lawsuit relating to the use of telecommunications networks, including, without limitation, anything related to VoIP Business Services or robocalls, or been the subject of any law enforcement action by any local, state, or federal agency as a result of its business practices, unless directed otherwise by any such law enforcement agency and only for the period of time requested by such law enforcement agency;

5.3.15 If such customer is a VSP and has been (1) determined by USTelecom, in its sole discretion, to be a "Non-Cooperative Voice Service Provider" as defined in its January 2020 edition of its Policies and Procedures, (2) blocked from another VSP's network after being determined to be a "bad-actor upstream voice service provider" pursuant to a notice to the

Federal Communications Commission in a process more formally described in Paragraphs 35-45 of the Federal Communication Commission's Third Report and Order, Order On Reconsideration, and Fourth Further Notice of Proposed Rulemaking in CG Docket No. 17-59 and adopted July 16, 2020, or (3) received a warning, notice, or other correspondence from a federal or state agency warning of any repercussions for continued violations related to VoIP Business Services and/or robocalls;

5.3.16 If the customer is a VSP and it has not implemented the STIR/SHAKEN Authentication Framework and does not have a documented and approved (by its requisite corporate authority) plan to implement the STIR/SHAKEN Authentication Framework no later than June 30, 2021 unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation;

5.3.17 The customer has provided false, inaccurate, or misleading information in response to All Access' screening process pursuant to Section 5.2; or

5.3.18 The customer refuses to provide any of the information described in Section 5.2.

All Access shall also immediately terminate, or refrain from entering into, a business relationship with a customer if All Access becomes aware of or obtains any

information suggesting that the customer is engaging in conduct prohibited in this Assurance.

5.4 If, following All Access' termination of a business relationship with a customer pursuant to Section 5.3 above, All Access may petition the Department in writing to resume a business relationship with the terminated customer and the Department may grant such petition, in its sole discretion, if and only if the terminated customer enters into and executes an Assurance of Voluntary Compliance with the Department on either substantially similar terms to this Assurance or on terms the Department deems satisfactory in its sole discretion.

5.5 All Access agrees to (1) provide the Department with a written report upon request by the Department (with such request only to be made once per a twelve (12) period) within fourteen (14) days summarizing the results of its requirements in Section 5, including, but not limited to, all customer reviews conducted pursuant to Section 5.2, all terminations and refusals to conduct business pursuant to Section 5.3, all participations in tracebacks and their results, any and all illegal robocall activity on its networks, relevant changes in industry technology, and other pertinent statistics or information requested by the Department in its sole discretion, and (2) meet with the Department, in person, via telephone, or via electronic teleconferencing technology, to discuss its written report if the Department requests such a meeting.

5.6 All Access will cooperate with the Department:

5.6.1 in any subsequent investigation or litigation involving suspected violations of Michigan or federal law to consumers that involve the use of its telecommunication networks; and

5.6.2 by maintaining the information obtained relating to each customer pursuant to Sections 5.2 and 5.3 until at least (a) two (2) years after the termination of its relationship with each such customer or (b) the termination of an investigation or litigation by any state or federal law enforcement agency that involve the use of its telecommunication networks, whichever is longer.

5.7 All Access agrees to implement the STIR/SHAKEN Authentication Framework no later than June 30, 2021, unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation.

5.8 All Access agrees to join USTelecom's Industry Traceback Group as soon as reasonably practicable.

5.9 All Access understands that by accepting these assurances, the Department is making no representation as to their adequacy in providing good customer service or compliance with the HSSA, CPA and TSR. In other words, subject to Section 7.1, if the Department receives consumer complaints or other information in the future suggesting that All Access has violated, or is violating, the CPA, HSSA, or TSR, All Access' implementation of these assurances shall not deprive Department from taking any appropriate action described in these laws.

VI. Financial obligations

6.1 All Access will make a payment to the Department in the total amount of \$20,000. This payment will be accomplished through four (4) checks of \$5,000 made payable to the State of Michigan over the course of four (4) months to be received by the 21st day of each such month, beginning on September 21, 2020. The amount will be retained by the Department to compensate the citizens of Michigan for costs associated with the informal inquiry giving rise to this Assurance.

6.2 The payment to the Department anticipated by Section 6.1 shall be made within ten (10) days of the Effective Date, by check payable to the “State of Michigan.” The payments and any other information shall be sent to Wisam E. Naoum, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

VII. Release

7.1 Upon the Effective Date, the Department hereby releases and discharges All Access and any of its parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, that arise from alleged or potential violations of the HSSA, CPA, or TSR, including those as described in Section 4 above, prior to April 15, 2020. No provision in this Assurance shall be construed as a waiver of any claims

the Department may advance against All Access in other cases. Nothing in this Section shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers.

VIII. General Provisions

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the parties and their successors-in-interest. This Assurance does not bind any Division of the Department other than the Corporate Oversight Division. Nor does this Assurance bind the Public Service Commission or any other agencies, boards, commissions or offices of the State of Michigan.

8.2 This Assurance does not affect, expand or limit the rights of any private party to pursue any available remedy or remedies pursuant to applicable law, except that any common law right of set off would still be applicable. Further, this Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by the Department of any of All Access business practices and All Access must not make any representation to the contrary.

8.4 No change or modification of this Assurance is valid unless in writing and signed by all parties.

8.5 Within three business days of the Effective Date of this Assurance, Department will file a copy of this Assurance, as well as a notice with the Ingham County Circuit Court in the above-captioned matter stating that the investigation has been completed.

8.6 This Assurance may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7 Unless a temporary restraining order is sought, Department will make reasonable efforts to provide written notice in the event that Department believes All Access to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

8.8 All Access recognizes that monetary damages will be inadequate for any breach of the obligations contained in this Assurance. In addition to any legal remedies, All Access agrees that the Department shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court of competent jurisdiction may deem appropriate for breach of the obligations contained in this Assurance, without the requirement to post any bond in connection therewith.

8.9 This Assurance constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

IX. Signatories

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance. If this

Assurance is signed by a corporate officer or representative, by signing you acknowledge that you have had the opportunity to consult with an attorney acting on behalf of the corporation before executing this Assurance.

9.2 This Assurance is signed and executed when a party's signature is delivered by facsimile, e-mail, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.


X. Effective Date

10.1 The effective date of this Assurance is the date upon which the Department representative signs this Assurance.

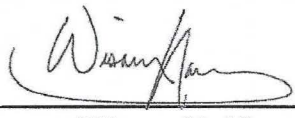
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assurance as of the last date set forth below.

ALL ACCESS TELECOM INC.

By: 
Name: SAMIR CARTER
Its: CEO
Date: 9/11/2020

MICHIGAN DEPARTMENT OF
ATTORNEY GENERAL, CORPORATE
OVERSIGHT DIVISION

By: 
Name: Wisam E. Naoum
Its: Assistant Attorney General
Date: 9/11/2020