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CIRCUIT COURT OF OREGON  
MARION COUNTY

IN THE MATTER OF:  
ALLIED INTERSTATE LLC  
Respondent.

Case No. 11C14299  
ASSURANCE OF VOLUNTARY  
COMPLIANCE

1.

Allied Interstate, LLC. does business in Oregon and is the respondent herein. This agreement is between respondent and the Oregon Department of Justice (DOJ) acting pursuant to ORS 646.632.

PROCEDURE

2.

This Assurance of Voluntary Compliance (AVC) is a settlement of a disputed matter. It shall not be considered an admission of a violation for any purpose. Respondent and DOJ agree that no provision of the AVC operates as a penalty, forfeiture, or punishment under the Constitution of the United States, under the Constitution of the State of Oregon, or under any other provision of law.

3.

Respondent acknowledges a notice from the State of Oregon pursuant to ORS 646.632(2) of the alleged unlawful trade practice and the relief to be sought.

4.

Respondent understands and agrees this AVC applies to its officers, agents, servants, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this AVC by personal service or otherwise, whether acting directly or

1 through any entity, corporation, subsidiary, division, affiliate or other device, in connection with  
2 collecting or attempting to collect debts.

3 5.

4 Respondent agrees and understands that following acceptance of the AVC by DOJ, DOJ  
5 may communicate directly with respondent for the purpose of executing and enforcing the terms  
6 of this AVC, resolving future consumer complaints, and conducting undercover investigations  
7 of respondent

8 6.

9 Respondent understands and agrees that if this AVC is accepted by DOJ, it will be  
10 submitted to the Circuit Court of the State of Oregon for Marion County for approval, and, if  
11 approved, will be filed with the court pursuant to ORS 646.632(2).

12 7.

13 Respondent waives any further notice of submission to and filing with the court of this  
14 AVC. Respondent agrees to accept service of a conformed or court certified copy by prepaid  
15 first class mail sent to the addresses following their signature.

16 8.

17 If monies which are ordered to be paid in this AVC are not paid timely, DOJ may  
18 convert the AVC to a General Judgment, Money Award, under ORS 646.632(2), without notice  
19 to respondent. If any amount which is ordered to be paid in this AVC is not paid timely, the  
20 total amount ordered to be paid in this AVC shall become due and owing in full, and DOJ may  
21 convert the full amount ordered paid in this AVC, including, but not limited to, any previously  
22 suspended amounts, into a General Judgment, Money Award, after ninety [90] days, pursuant to  
23 ORS 646.632(2). Respondent agrees a copy of the General Judgment, Money Award may be  
24 sent to respondent by prepaid first class mail sent to the address(es) following their signatures.  
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1 9.

2 Respondent understands that, in addition to any other sanctions which may be imposed  
3 under this AVC or under the law, violation of any of the terms of this AVC may result in  
4 contempt of court proceedings, civil penalties of up to \$25,000 for each violation, and such  
5 further relief as the court may deem appropriate. ORS 646.632(4), ORS 646.642(1) and ORS  
6 646.642(2).

7 10.

8 The parties acknowledge that no other promises, representations or agreements of any  
9 nature have been made or entered into by the parties. The parties further acknowledge that this  
10 AVC constitutes a single and entire agreement that is not severable or divisible, except that if  
11 any provision herein is found to be legally insufficient or unenforceable, the remaining  
12 provisions shall continue in full force and effect.

13 **REMEDIES**

14 11.

15 The parties stipulate that agreement to any remedy herein shall not be construed as, nor  
16 represent, an admission or implication that respondent has violated Oregon law or has otherwise  
17 engaged in misconduct. Respondent shall obey Oregon's Unlawful Trade Practices Act, ORS  
18 646.605 to ORS 646.656.

19 12.

20 Respondent shall not represent or imply that DOJ acquiesces or approves of respondent's  
21 past business practices, current efforts to reform their practices, or any future practices which  
22 respondent may adopt or consider adopting. DOJ's decision to settle this matter or to otherwise  
23 unilaterally limit current or future enforcement action does not constitute approval or imply  
24 authorization for any past, present, or future business practice.

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1 13.

2 Respondents shall pay the sum of ninety thousand dollars \$90,000.00 to DOJ. Said sum  
3 shall be deposited to the Department of Justice upon execution of the AVC established pursuant  
4 to ORS 180.095. Said sum shall be used by DOJ as allowed by law. Respondent shall pay an  
5 additional fifty thousand dollars \$50,000.00 if within two years (2) after the date of this AVC,  
6 DOJ determines in good faith that respondent is not in material compliance with Paragraph 14  
7 of this AVC. DOJ agrees to keep Respondent apprised if DOJ believes Respondent is not in  
8 material compliance with this AVC. If respondent shall not pay the additional fifty thousand  
9 dollars \$50,000.00 within 30 days of written notice to respondent of such determination, DOJ  
10 may convert the additional payment to a General Judgment, Money Award, as set forth in  
11 Paragraph 8 herein above.

12 14.

13 It is further ordered that, effective immediately upon execution by respondent of this  
14 AVC, respondent and its officers, agents, servants, employees, and all persons or entities in  
15 active concert or participation with any of them who receive actual notice of this AVC by  
16 personal service or otherwise, whether acting directly or through any entity, corporation,  
17 subsidiary, division, affiliate or other device, in connection with collecting or attempting to  
18 collect debts, are hereby permanently restrained and enjoined from taking the following actions:

19 A. Making any material misrepresentation expressly or by implication, to collect or  
20 to attempt to collect a debt or obtain information concerning a consumer; and,

21 B. Making any material representation, expressly or by implication, that a consumer  
22 owes a debt or as to the amount of a debt, unless, at the time of making the representation,  
23 respondent has a reasonable basis for making such representation; and,

24 C. As more fully set forth in ORS 646A.372, using any automated dialers to call  
25 Oregon consumers telephone numbers, unless those phone numbers were obtained directly from  
26

1 respondent's customers, or some other reasonable source, including, without limitation, third  
2 party information vendors; and

3 D. As more fully set forth in ORS 646A.372, using any automated dialers to call  
4 Oregon consumers unless the call connects to a live representative within 5 second of the call  
5 being picked up by recipient of the call.

6 E. Communicating with any Oregon residents or otherwise continuing to call once  
7 informed that they have called the wrong number (subject to re-confirmation of such number  
8 from a third party information vendor), or once a resident has stated a desire not to be contacted;  
9 and,

10 F. Except as set forth in Section 804 of the Fair Debt Collection Practices Act,  
11 communicating with third parties about a consumer's location information more than once  
12 without that third party's consent or a reasonable belief that the person's earlier response was  
13 wrong or incomplete and that the person now has correct location information; and,

14 G. As more fully set forth in Section 805 (b) of the Fair Debt Collection Debt  
15 Collection Practices Act, communicating with third parties about a consumer's debt without the  
16 consumer's consent or court permission; and,

17 H. Using obscene or profane language or harassing consumers or third parties with  
18 repeated phone calls; and,

19 I. Making any other false or misleading statement in collecting a debt, including  
20 threatening action it does not intend to take;

21 J. Otherwise violating the Oregon Unlawful Debt Collection Practices Act (ORS  
22 646.639, enforceable under UTPA 646.607).

23 15.

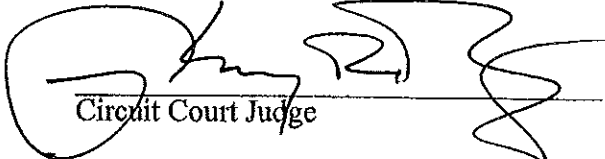
24 Additionally, officers, agents, servants, employees, and all persons or entities in active  
25 concert or participation with any of them who receive actual notice of this AVC by personal  
26 service or otherwise, whether acting directly or through any entity, corporation, subsidiary,

1 division, affiliate or other device, in connection with collecting or attempting to collect debts,  
2 are hereby obligated to conduct a reasonable investigation as follows:

- 3 a. Conduct a reasonable investigation in each and every instance in which a  
4 consumer, at any time, questions, disputes, or challenges the accuracy or  
5 completeness of the information on which respondent is relying to make any  
6 representation that the consumer owes a debt or as to the amount of a debt;
- 7 b. If such disputes are raised during a telephone call with the consumer,  
8 respondent may reasonably provide responsive information or pose  
9 reasonable questions to the consumer, in a manner that complies with  
10 applicable law, in an effort to resolve any such disputes raised by the  
11 consumer.
- 12 c. If the consumer continues to question or dispute the debt, respondent shall  
13 make no further attempt to collect the debt or report it to a consumer  
14 reporting agency (CRA) until it has completed an investigation and  
15 reasonably concluded that the information is accurate and complete.
- 16 d. If, following a reasonable investigation, Allied is unable to substantiate that  
17 the consumer owes the debt, Allied shall not sell the debt or provide it to any  
18 other corporate entity other than the client from which it obtained the debt.
- 19 e. Nothing in this AVC shall require respondent to conduct an investigation into  
20 the accuracy or completeness of the information on which respondent is  
21 relying if respondent determines that the consumer's question, dispute, or  
22 challenge is frivolous or irrelevant or, to the extent no new material evidence  
23 or information has been provided, has already been the subject of a  
24 reasonable investigation.

25 **APPROVAL BY COURT**

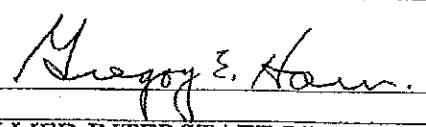
26 APPROVED FOR FILING and SO ORDERED this 7<sup>th</sup> day of April, 2011.

  
Circuit Court Judge

**RESPONDENT'S SIGNATURE AND ACKNOWLEDGMENTS**


Respondent has read and understands this agreement and each of its terms. Respondent agrees to each and every term.

**Respondent**

\_\_\_\_\_  
  
\_\_\_\_\_  
ALLIED INTERSTATE LLC  
Address 3000 Corporate Exchange Dr.  
Columbus, OH

SUBSCRIBED AND SWORN to before me this 06<sup>th</sup> day of April, 2011.

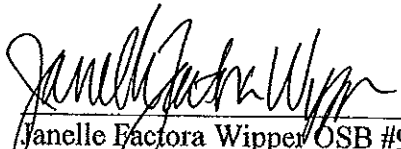
ALEXIS BELTRAN  
Notary Public, State of New York  
No. 01BE6180325  
Qualified in QUEENS County  
COMMISSION EXPIRES 01/07/2012

  
Notary Public for Oregon New York

**ACCEPTANCE BY DOJ**

Accepted this 7<sup>th</sup> day of April, 2011

JOHN R. KROGER  
Attorney General

  
\_\_\_\_\_  
Janelle Factora Wipper OSB #96275  
Sr. Assistant Attorney General  
Department of Justice  
Of Attorney for Plaintiff  
Financial Fraud/Consumer Protection Section  
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Fax (503) 378-5017  
Janelle.f.wipper@doj.state.or.us

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