



Federal Trade Commission
Protecting America's Consumers

High School Student Survey Companies Settle FTC Charges

Personal Data Collected For Educational Purposes Was Sold to Commercial Marketers

Companies that collected extensive personal information from millions of high school students claiming that they would share the information only with colleges, universities, and others providing education-related services, then also sold the information to commercial marketers, have agreed to settle Federal Trade Commission charges that their practices violated federal law. The proposed consent agreements bar the respondents from using previously collected student information for non-educational-related marketing purposes; bar them from using data collected in the future for non-educational-related marketing purposes unless they disclose how the data actually will be used; and bar further deceptive statements.

The settlements name National Research Center for College and University Admissions (NRCCUA), and its principal, Don M. Munce, based in Lee's Summit, Missouri, and American Student List (ASL), a New York corporation based in Mineola, New York as respondents.

"Students provided their personal information believing it would be shared only with colleges, universities, and others providing education-related services," said J. Edward Beales, III, Director of the FTC's Bureau of Consumer Protection. "In fact, the companies also sold students' detailed data to direct marketers, list brokers, and other commercial companies. The point is that companies must comply with their stated privacy policies or face the consequences. A privacy policy should shine light on a company's information practices, not obscure them."

According to the FTC complaint detailing the charges, NRCCUA, Munce, and ASL distributed surveys to high school teachers and guidance counselors with the request that they have their students complete the survey in school. The survey collected such information as name, address, gender, grade point average, date of birth, academic, and occupational interests, athletic and extracurricular interests, racial and ethnic background, and religious affiliation. Materials provided to recruiters with the survey claimed that the service "is completely funded" by 850 college and university members, and that "NRCCUA is funded by its member colleges and universities for the purpose of distributing helpful educationally-related literature to students." The materials also claimed that the colleges and universities "use the NRCCUA survey to contact . . . students whose interests and abilities match the institution's offerings. By completing this survey now, your students will receive the information they need to help them make an informed college choice." The privacy statement on the survey claimed that students' data "is shared by colleges, universities and other organizations to assist students and their families by providing them with valuable information."

The FTC alleges that the survey's privacy statement and marketing materials represent that the respondents will share the information they collect only with colleges, universities, and other entities providing education-related services and that the survey is funded solely by educational institutions. In fact, the respondents not only provided the information to colleges and universities, but also sold the information to commercial marketers. In addition, the survey is not funded solely by educational institutions, but also receives substantial funding from ASL and other commercial entities.

The proposed consent agreements, announced today for public comment, bar disclosure of the information the respondents previously collected for any non-educational related marketing purpose. The agreements further bar misrepresentations about how personally identifiable information is collected or will be used or disclosed, and bar misrepresentations about how the collection of personally identifiable information is funded. The agreements also bar the respondents from disclosing personal identifiable information about students for non-educational-related marketing purposes, unless they disclose the existence and nature of the marketing purpose and the types or categories of any entities to which the information will be disclosed. Finally, the agreements contain record-keeping provisions to allow the FTC to monitor compliance with the order.

The Commission vote to accept the proposed administrative consent agreements and place them on the public record was 5-0. Summaries of the proposed consent agreements will be published in the Federal Register shortly. They will be subject to public comment for 30 days, until October 31, 2002, after which the Commission will decide whether to make them final. Comments should be addressed to the Federal Trade Commission, Office of the Secretary, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580.

NOTE: A consent agreement is for settlement purposes only and does not constitute an admission of a law violation. When the Commission issues a consent order on a final basis, it carries the force of law with respect to future actions. Each violation of such an order may result in a civil penalty of \$11,000.

Copies of the complaint and consent agreement are available from the FTC's Web site at <http://www.ftc.gov> and also from the FTC's Consumer Response Center, Room 130, 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. The FTC works for the consumer to prevent fraudulent, deceptive and unfair business practices in the marketplace and to provide information to help consumers spot, stop and avoid them. To file a complaint, or to get free information on any of 150 consumer topics, call toll-free, 1-877-FTC-HELP (1-877-382-4357), or use the complaint form at <http://www.ftc.gov>. The FTC enters Internet, telemarketing, identity theft and other fraud-related complaints into Consumer Sentinel, a secure, online database available to hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.

Media Contact:

Claudia Bourne Farrell,
Office of Public Affairs
202-326-2181

Staff Contact:

Jessica Rich or Laura Mazzarella,
Bureau of Consumer Protection
202-326-2148

mail this News Release

you send this link to someone else, the FTC will not collect any personal information about you or the recipient.

Related Documents:

The FTC's Privacy Initiatives

In the Matter of The National Research Center For College and University Admissions, Inc.; American Student List, LLC; and Don M. Muncee, File No. 022 3005, Docket No. C-4071

Last Modified: Monday, 25-Jun-2007 16:14:00 EDT

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of)	
THE NATIONAL RESEARCH CENTER FOR)	FILE NO. 022-3005
COLLEGE AND UNIVERSITY ADMISSIONS, INC.,)	
and AMERICAN STUDENT LIST, LLC,)	
corporations, and)	AGREEMENT
)	CONTAINING
DON M. MUNCE, individually and as an officer of)	CONSENT ORDER
THE NATIONAL RESEARCH CENTER FOR COLLEGE)	AS TO NRCCUA AND
AND UNIVERSITY ADMISSIONS, INC.)	MUNCE
)	
)	

The Federal Trade Commission has conducted an investigation of certain acts and practices of The National Research Center for College and University Admissions, Inc., a corporation, and Don M. Munce, individually and as an officer of The National Research Center for College and University Admissions, Inc. (“proposed respondents”). Proposed respondents, having been represented by counsel, are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between The National Research Center for College and University Admissions, Inc., by its duly authorized officer, and Don M. Munce, and counsel for the Federal Trade Commission that:

1. Proposed respondent The National Research Center for College and University Admissions, Inc. (“NRCCUA”) is a Missouri not-for-profit corporation with its principal office or place of business at 900 SW Oldham Parkway, Lees Summit, Missouri 64081.
2. Proposed respondent Don M. Munce is an officer and director of NRCCUA. Individually or in concert with others, he formulates, directs, controls, or participates in the policies, acts, or practices of NRCCUA. His principal office or place of business is the same as that of NRCCUA.
3. Proposed respondents admit all the jurisdictional facts set forth in the draft complaint.

4. Proposed respondents waive:
 - (a) Any further procedural steps;
 - (b) The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
 - (c) All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

7. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondents' address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

8. Proposed respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. “Personally identifiable information,” or “personal information” shall mean individually identifiable information from or about an individual including, but not limited to: (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual’s email address; (d) a telephone number; (e) a Social Security Number; (f) an Internet Protocol (“IP”) address or host name that identifies an individual; (g) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual; or (h) any information, including, but not limited to, grade point average, date of birth, academic or occupational interests, athletic or extracurricular interests, racial or ethnic background, or religious affiliation, that is combined with any of (a) through (g) above.
2. “Noneducational-related marketing purpose” shall mean for the purpose of marketing products or services, or selling personally identifiable information from or about an individual for use in marketing products or services to individuals. Provided, however, that “noneducational-related marketing purpose” does not apply to the collection, disclosure or use of personally identifiable information from or about a student for the exclusive purpose of developing, evaluating, or providing to students or educational institutions (a) college or postsecondary education recruitment, or military recruitment; (b) book clubs, magazines, and programs providing access to low-cost literary products; (c) curriculum and instructional materials used by elementary schools and secondary schools; (d) student recognition programs; or (e) any other activity expressly determined under 20 U.S.C. §1232h(c)(4)(A) or its implementing regulations to be an “educational product or service.” Provided further that, for purposes of determining whether any specific activity is covered by subsections (a) through (e) above, or should be deemed to be an “educational product or service,” any official written interpretation disseminated to the public by the Department of Education regarding such activity shall be controlling.
3. “Survey” shall mean the survey that is distributed or caused to be distributed by respondents under the name “National Research Center for College and University Admissions.”
4. “Student” shall mean any elementary school or secondary school student.
5. Unless otherwise specified, “respondents” shall mean NRCCUA and its successors and assigns and its officers; Don M. Munce, individually and as an officer of the above corporation; and each of the above’s agents, representatives, and employees.
6. “Clearly and conspicuously” shall mean as follows:

- A. In print communications, the message shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears.
- B. In communications disseminated orally, the message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.
- C. In communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services and software), the message shall be presented simultaneously in both the audio and visual portions of the communication. In any communication presented solely through visual or audio means, the message may be made through the same means in which the communication is presented. Any audio message shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. Any visual message shall be of a size and shade, with a degree of contrast to the background against which it appears, and shall appear on the screen for a duration and in a location, sufficiently noticeable for an ordinary consumer to read and comprehend it.

The message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

7. "Commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that respondents, in connection with the collection of personally identifiable information from an individual, shall not misrepresent in any manner, expressly or by implication, (a) how personally identifiable information is collected or will be used or disclosed; or (b) how the collection of personally identifiable information is funded.

II.

IT IS FURTHER ORDERED that respondents, in connection with the collection of personally identifiable information from students, shall not use or disclose such information for any noneducational-related marketing purpose, unless they disclose clearly and conspicuously (a) the existence and nature of such noneducational-related marketing purpose; and (b) the types or categories of any entities to which the information will be disclosed. Such disclosures shall be made in the following locations:

(1) in all privacy statements published by respondents that refer or relate to the collection of personally identifiable information from students;

(2) in all communications to students, parents, educators, or educational institutions that refer or relate to the collection of personally identifiable information from students; and

(3) in all questionnaires, survey instruments, or other documents through which respondents collect personally identifiable information from students.

Provided that the disclosures required by this Part II are in addition to, and not in lieu of, any other disclosures that respondents may be required to make, including but not limited to any disclosure required by state or federal law.

III.

IT IS FURTHER ORDERED that respondents shall not use or disclose for any noneducational-related marketing purpose any personally identifiable information collected through surveys distributed prior to the date of service of this order. For purposes of this Part only, “noneducational-related marketing purpose” shall exclude use or disclosure for the purpose of (a) job recruitment, (b) the provision of student loans, or (c) the provision of standardized test preparation services.

IV.

IT IS FURTHER ORDERED that respondent NRCCUA, and its successors and assigns, and respondent Don M. Munce shall, for a period of five (5) years after the date of issuance of this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying a print or electronic copy of all documents demonstrating their compliance with the terms and provisions of this order, including, but not limited to:

- A. a sample copy of each different survey form, privacy statement, or communication relating to the collection of personally identifiable information to students, parents, educators, or educational institutions containing representations about (a) how personally identifiable information will be used or disclosed or (b) how the collection of personally identifiable information is funded. Each Web page copy shall be dated and contain the full URL of the Web page where the material was posted online. Electronic copies shall include all text and graphics files, audio scripts, and other computer files used in presenting the information on the Web;

- B. a sample copy of each different document containing the disclosure required by Part II of this order; and
- C. all invoices, communications, and records relating to the use or disclosure of personally identifiable information for any noneducational-related marketing purpose.

V.

IT IS FURTHER ORDERED that respondent NRCCUA, and its successors and assigns, and respondent Don M. Munce shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order. Respondents shall deliver this order to such current personnel within thirty (30) days after the date of service of this order, and to such future personnel within thirty (30) days after the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that respondent NRCCUA and its successors and assigns shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which a respondent learns less than thirty (30) days prior to the date such action is to take place, the respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VII.

IT IS FURTHER ORDERED that respondent Don M. Munce, for a period of five (5) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment involving the collection of personally identifiable information for use in marketing products or services. The notice shall include respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VIII.

IT IS FURTHER ORDERED that respondent NRCCUA, and its successors and assigns, and respondent Don M. Munce shall, within sixty (60) days after service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

IX.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that a respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ day of _____, 2002.

THE NATIONAL RESEARCH CENTER FOR
COLLEGE AND UNIVERSITY ADMISSIONS,
INC.

By: _____
DON M. MUNCE,
President

DON M. MUNCE, individually

DANA B. ROSENFELD
Bryan Cave LLP
Counsel for Respondents NRCCUA and Don M.
Munce

FEDERAL TRADE COMMISSION

LAURA MAZZARELLA
GREGORY A. ASHE
Counsel for the Federal Trade Commission

APPROVED:

JOEL WINSTON
Associate Director
Division of Financial Practices

J. HOWARD BEALES, III
Director
Bureau of Consumer Protection

G. STEVEN ROWE
ATTORNEY GENERAL



Telephone: (207) 626-8800
TDD: (207) 626-8865

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES:
84 HARLOW ST., 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075
44 OAK STREET, 4TH FLOOR
PORTLAND, MAINE 04101-3014
TEL: (207) 822-0260
FAX: (207) 822-0259
TDD: (877) 428-8800
128 SWEDEN ST., STE. 2
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

January 14, 2005

Nancy Desjardin, Clerk
Kennebec County Superior Court
95 State Street
Augusta, ME 04330

Re: Assurance of Discontinuance/Assurance of Voluntary Compliance in the Matter of
National Research Center for College and University Admissions

Dear Ms. Desjardin:

Enclosed for filing pursuant to 5 M.R.S.A. § 210 please find an Assurance of Discontinuance/Assurance of Voluntary Compliance entered into by the Maine Attorney General and National Research Center for College and University Admissions ("NRCCUA").

If you have any questions, please feel free to contact me at (207) 626-8591.
Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Conti'.

LINDA J. CONTI
Assistant Attorney General

LJC/ceh

Enclosure

c: Don Munce, President, National Research Center of College and University Admissions

SUMMARY SHEET

This summary sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Maine Rules of Court or by law. This form is required for the use of the Clerk of Court for the purpose of initiating or updating the civil docket. (SEE INSTRUCTIONS ON REVERSE)

I. County of Filing or District Court Jurisdiction: Kennebec County Superior Court		
II. CAUSE OF ACTION (Cite the primary civil statutes under which you are filing, if any.) <i>Pro se plaintiffs: If unsure, leave blank.</i> Unfair Trade Practices Act 5 M.R.S.A.		
III. NATURE OF FILING		
<input type="checkbox"/> Initial Complaint	N/A. Assurance of Discontinuance 5 M.R.S.A. 210	
<input type="checkbox"/> Third-Party Complaint Motion to Enforce Judgment		
<input type="checkbox"/> Cross-Claim or Counterclaim Motion for Contempt		
<input type="checkbox"/> If Reinstated or Reopened case, give original Docket Number _____		
(If filing a second or subsequent Money Judgment Disclosure, give docket number of first disclosure)		
IV. <input type="checkbox"/> TITLE TO REAL ESTATE IS INVOLVED		
V. MOST DEFINITIVE NATURE OF ACTION. (Place an X in one box only) <i>Pro se plaintiffs: If unsure, leave blank.</i>		
<u>GENERAL CIVIL (CV)</u>		
<input type="checkbox"/> Personal Injury Tort	<input type="checkbox"/> Contract	<input type="checkbox"/> Other Forfeitures/Property Libels
<input type="checkbox"/> Property Negligence	<input type="checkbox"/> Contract	<input type="checkbox"/> Land Use Enforcement (80K)
<input type="checkbox"/> Auto Negligence	<input type="checkbox"/> Declaratory/Equitable Relief	<input type="checkbox"/> Administrative Warrant
<input type="checkbox"/> Medical Malpractice	<input type="checkbox"/> General Injunctive Relief	<input type="checkbox"/> HIV Testing
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Arbitration Awards
<input type="checkbox"/> Assault/Battery	<input type="checkbox"/> Other Equitable Relief	<input type="checkbox"/> Appointment of Receiver
<input type="checkbox"/> Domestic Torts	<input type="checkbox"/> Constitutional/Civil Rights	<input type="checkbox"/> Shareholders' Derivative Actions
<input type="checkbox"/> Other Negligence	<input type="checkbox"/> Constitutional/Civil Rights	<input type="checkbox"/> Foreign Deposition
<input type="checkbox"/> Other Personal Injury Tort	<input type="checkbox"/> Statutory Actions	<input type="checkbox"/> Pre-action Discovery
<input type="checkbox"/> Non-Personal Injury Tort	<input checked="" type="checkbox"/> Unfair Trade Practices	<input type="checkbox"/> Common Law Habeas Corpus
<input type="checkbox"/> Libel/Defamation	<input type="checkbox"/> Freedom of Access	<input type="checkbox"/> Prisoner Transfers
<input type="checkbox"/> Auto Negligence	<input type="checkbox"/> Other Statutory Actions	<input type="checkbox"/> Foreign Judgments
<input type="checkbox"/> Other Negligence	<input type="checkbox"/> Miscellaneous Civil	<input type="checkbox"/> Minor Settlements
<input type="checkbox"/> Other Non-Personal Injury Tort	<input type="checkbox"/> Drug Forfeitures	<input type="checkbox"/> Other Civil
<u>CHILD PROTECTIVE CUSTODY (PC)</u>		
<input type="checkbox"/> Non-DHS Protective Custody		
<u>SPECIAL ACTIONS (SA)</u>		
Money Judgments		
<input type="checkbox"/> Money Judgment Request for Disclosure		
<u>REAL ESTATE (RE)</u>		
<input type="checkbox"/> Title Actions	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Misc. Real Estate
<input type="checkbox"/> Quiet Title	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Equitable Remedies
<input type="checkbox"/> Eminent Domain	<input type="checkbox"/> Foreclosure-Other	<input type="checkbox"/> Mechanics Liens
<input type="checkbox"/> Easements	<input type="checkbox"/> Trespass	<input type="checkbox"/> Partition
<input type="checkbox"/> Boundaries	<input type="checkbox"/> Trespass	<input type="checkbox"/> Adverse Possession
<input type="checkbox"/> Nuisance		<input type="checkbox"/> Abandoned Roads
<input type="checkbox"/> Other Real Estate		
<u>APPEALS (AP) (To be filed in Superior Court) (ADR exempt)</u>		
<input type="checkbox"/> Governmental Body (80B)	<input type="checkbox"/> Administrative Agency (80C)	<input type="checkbox"/> Other Appeals

M.R.Civ.P. 16B Alternative Dispute Resolution (ADR):

- I certify that pursuant to M.R.Civ.P. 16B(b), this case is exempt from a required ADR process because:
- It falls within an exemption listed above (i.e., an appeal or an action for non-payment of a note in a secured transaction).
 - The plaintiff or defendant is incarcerated in a local, state or federal facility.
 - The parties have participated in a statutory prelitigation screening process with _____ (name of neutral) on _____ (date).
 - The parties have participated in a formal ADR process with _____ (name of neutral) on _____ (date).
 - This is a Personal Injury action in which the plaintiff's likely damages will not exceed \$30,000, and the plaintiff requests an exemption from ADR.

In the matter of
*National Research Center for
College and University Admissions*

ASSURANCE OF DISCONTINUANCE/
ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Discontinuance, which shall also be considered an Assurance of Voluntary Compliance ("Assurance"), is entered into between the States of Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Iowa, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, West Virginia, Wisconsin and Wyoming, by their respective Attorneys General¹ (collectively "Attorneys General") and The National Research Center for College and University Admissions, Inc. ("NRCCUA"). NRCCUA is a Missouri not for profit corporation with its principal place of business at 3651 N.E. Ralph Powell Road, Lee's Summit, Missouri 64064.

The Attorneys General contend that NRCCUA has engaged in conduct in violation of their respective consumer protection laws² in its collection of personal information from high

¹ 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. For the sake of simplicity, the entire group will be referred to as the "Attorneys General," and such designation as it pertains to Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection. With regard to Connecticut, it is the Commissioner of the Department of Consumer Protection who is statutorily authorized to accept Assurances of Voluntary Compliance pursuant to the Connecticut Unfair Trade Practices Act. C.G.S. Section 42-110j. Hereafter, when the entire group is referred to as the "Respective States" or "Attorneys General", such designation, as it pertains to Connecticut, refers to the Connecticut Commissioner of the Department of Consumer Protection." Montana is represented by the Governor's Consumer Protection Office. With regard to Virginia, this document will be titled an Agreement.

² Specifically:

Alabama – Section 8-19-1, *et seq.* of the Code of Alabama (1975), Alabama Deceptive Trade Practices Act.

Alaska - Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.40.471 *et seq.*

Arizona - Arizona Consumer Fraud Act: A.R.S. § 44-1521 *et seq.*

California - California Unfair Competition Act and False Advertising Act. Ca. Bus. & Prof. Code §§ 17500 *et seq.*, and 17200 *et seq.*

Colorado - Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101 to 6-1-115.

Connecticut - Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.*

Delaware - Delaware Consumer Fraud Act, Del. Code Ann. tit. 67, §§ 2511 to 2527.

Florida – Chapter 501, Part II, Florida Statutes. Florida Unfair and Deceptive Trade Practices Act

Hawaii - Hawaii Rev. Stat. § 480-2 and 487-5(6).

Idaho – Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.*

Illinois - Illinois Consumer Fraud and Deceptive Business Practices Act, 815 IL CS § 505/1 *et seq.*

school students and in its solicitations to high schools, colleges and universities, or to their employees, regarding its collection of this information, as more specifically described in this Assurance.

I. THE STATES' POSITION

1. Since at least 1988, NRCCUA has collected personal information from high school students throughout the United States through a "Post Secondary Planning Survey" (the "Survey"). NRCCUA distributes the Survey to high school teachers and guidance counselors with the request that they have their students complete the Survey. Students may also complete the Survey online at NRCCUA's web site, www.nrccua.org. In 2001, NRCCUA collected personal information from more than 2 million high school students who completed the Survey.

Iowa - Iowa Consumer Fraud Act, Iowa Code § 714.16.
Kentucky - KRS 367.110 *et seq.*
Louisiana - LSA-R.S. 51:1401 *et seq.*
Maine - Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-a *et seq.*
Maryland - Maryland Consumer Protection Act, Maryland Commercial Law Code Annotated § 13-101, *et seq.*
Michigan - Michigan Consumer Protection Act, MCL 445.901 *et seq.*
Minnesota - Minn. Stat. § 325F.69
Missouri - 407.010 *et seq.* RSMo 2000
Mississippi - Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1 *et seq.*
Montana - MCA 30-14
Nevada - Nevada Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 to 598.0999.
New Jersey - New Jersey- Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*
New Mexico - New Mexico Unfair Practices Act, NMSA § 57-12-1 *et seq.*
New York - N.Y. Gen. Bus. Law §§ 349 & 350 and Executive Law § 63(12).
North Carolina - North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, *et seq.*
North Dakota - N.D.C.C. § 51-15-02 *et. seq.*
Ohio - Ohio Consumer Sales Practices Act, R.C. § 1345.01 *et seq.*
Oklahoma - Oklahoma Consumer Protection Act 150 O.S. §§ 751 *et seq.*
Oregon - Oregon Unlawful Trade Practices Act, ORS 646.605 *et seq.*
Pennsylvania - Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*
Rhode Island - R.I. Gen. Laws § 6-13-1.
South Dakota - SDCL Ch. 37-24.
Tennessee - Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 *et seq.*
Texas - Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. and Com. Code § 17.41 *et seq.*
Utah - Consumer Sales Practices Act. Utah Code Ann. § 13-11-1 *et seq.* Truth in Advertising Act, Utah Ann. Code § 13-119-1 *et seq.*
Vermont - Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*
Virginia - Consumer Protection Act, 59.1-196 *et seq.*
Washington - Washington Unfair Business Practices - Consumer Protection Act, RCW 19.86.
West Virginia - W.Va.Code 46A-6-104.
Wisconsin- Wisconsin Statutes §§ 100.18(1) and 100.207.
Wyoming - Wyo.Stat.Ann. §§ 40-12-101 through 114. Wyoming Consumer Protection Act.

2. The Survey solicits from high school students personal information, including, but not limited to, name, address, gender, grade point average, date of birth, academic and occupational interests, athletic and extracurricular interests, racial or ethnic background, and, in the event the student is interested in attending a college with a religious affiliation, the denomination of their choice (the "Survey Data").

3. NRCCUA markets Survey Data primarily to colleges and universities, the information from which NRCCUA represents is used to target high school students for recruitment purposes. However, NRCCUA has also shared the Survey Data with (a) commercial entities that used the information to solicit high school students for the sale of educational and noneducational commercial products or services, and (b) commercial entities that shared the Survey Data with other commercial entities that, in turn, engaged in such solicitations.

4. In its written communications addressed to high school students, high school personnel and colleges and universities, NRCCUA made the following representations:

(a) "[The Survey] is completely funded by our members, 850 colleges and universities who include most of the top national and regional colleges and universities as ranked by *U.S. News and World Report*."

(b) "All costs for this program are paid by NRCCUA with resources supplied by the participating schools and colleges."

(c) "All of this is free to your students because it is funded by our member educational institutions."

(d) "These survey results are provided at no cost to participating high schools, NRCCUA is funded by its member colleges and universities for the purpose of distributing helpful educationally-related literature to students."

(e) "NRCCUA is the largest non-profit organization in the nation dedicated solely to assisting students and institutions in this linking [college selection] process, through information management."

5. The representations included in paragraph 4 above constituted deceptive and unfair

practices in violation of the states' consumer protection laws for the following reasons:

(a) The representations state or imply that the information collected from high school students through the Survey is shared only with colleges, universities, and other entities providing education-related services when, in fact, NRCCUA has shared the information with (1) commercial entities that used the information to solicit high school students for the sale of educational and noneducational commercial products or services, and, (2) commercial entities that shared the information with other commercial entities that, in turn, engaged in such solicitations.

(b) The representations state or imply that the Survey is funded solely by educational institutions when, in fact, the Survey is also funded by two commercial entities, American Student List and Educational Communications, Inc., which used the survey data in the manner described in above subparagraph (a).

(c) The representations state or imply that NRCCUA is dedicated only to linking colleges and universities with prospective students when, in fact, part of its function has been to sell the Survey Data to commercial entities that solicit the students for the purchase of commercial products or to commercial entities that sell the Survey Data to other commercial entities that use it in that manner.

6. In its written communications addressed to high school students NRCCUA has made the following disclosures in its "privacy statements":

a. "It is understood that information obtained through the questionnaire is given voluntarily by students in high school. Use of this survey data is authorized by NRCCUA for the purpose of research and dissemination of college and career information, and other educational information helpful to students and their families in the transition from high school to college."

b. "This data is used by colleges, universities and other organizations to assist students and their families by providing them with valuable information. The National Research Center for College and University Admissions advocates responsible and secure use of

information obtained voluntarily through this survey. Students or parents may request the removal of their information at anytime. Our complete privacy policies may be viewed on our Web site at www.nrccua.org.”

7. The NRCCUA “privacy statements” constituted deceptive and unfair practices, in violation of the states’ consumer protection laws, in that they implied that the Survey Data would be used only for non-commercial purposes when, in fact, the information NRCCUA collected from high school students through the Survey has been shared not only with colleges, universities, and other entities providing education-related services, but also with commercial entities for educational and non-educational marketing purposes.

II. NRCCUA’S POSITION

8. Since 1972, NRCCUA’s mission has been to make the important process of selecting a college education or career path easier for students. NRCCUA’s annual Surveys enable more than 5 million high school students to indicate their unique college and career preferences to over 1200 colleges and universities. These institutions use NRCCUA Survey Data to identify students who meet their recruitment criteria and would appear, from their responses, to have a potential interest in their institutions. Colleges and universities then target students to receive information about their particular programs. Students also receive other education related materials, such as federal financial aid information and student loan opportunities from non-profit and for-profit organizations and government agencies. Because the Survey is free to students, over 800,000 high school juniors are selected to receive information about colleges and other educational opportunities only because of their participation in the Survey. Many of these are students who may be interested in continuing their education after high school, but are not included on most college recruitment lists because they typically do not take college admissions tests.

9. Prior to January 2002, NRCCUA’s Survey included a privacy statement informing students and the educators who administered the Survey that the data provided by students would be used by colleges and universities, as well as by “other organizations,” to assist students and

their families by providing them with valuable information. The privacy statement also informs students and educators that students or parents may request the removal of their information at any time and that further information about NRCCUA's privacy policies is available at www.nrccua.org. NRCCUA's web site included a link to NRCCUA's privacy statement which also disclosed that information obtained through the Survey is used to provide "other information helpful to students and their families"

10. Prior to February 2002, NRCCUA primarily shared Survey information with colleges and universities and other post secondary educational institutions. It also shared information with non-profit and for-profit entities with educational purposes, such as standardized test preparation services, student recognition programs, career counseling services, and student loan programs, among others. In addition, some NRCCUA Survey information was provided to other for-profit entities which may have used the information for school-related or other purposes which were not wholly educational in nature. As stated in paragraph 9, these uses, which NRCCUA represents constituted a small percentage of its activities, were described in NRCCUA's privacy statements and on its web site.

11. NRCCUA states that on or about February 1, 2002, NRCCUA modified its practices regarding the use of the student information it collects. These modifications include sharing personally identifiable Survey information only with entities which have an educational or employment-related purpose for the information and prohibiting all recipients of its data from disseminating Survey information to any entity without an educational or employment-related purpose for the information. It has also modified the privacy statement appearing on its Surveys and web site. The privacy statement included on Surveys for the 2004-2005 academic year is as follows:

Dear Student: The most important benefit of participating in this voluntary survey and research project is the information you and your family will receive from colleges and universities. In some cases, you and your family may also receive information from non-profit and for-profit organizations and government agencies, including offers for

educational products and services such as student loans and financial aid, college admissions and tutorial services, extra-curricular enrichment and recognition programs, career, employment and military opportunities, and camps. NRCCUA does not share your information with commercial marketers offering to sell you non-education related products and services.

III. DEFINITIONS

12. The following definitions shall apply to this Assurance.

a. "Clearly and conspicuously" means:

(1) In print communications, the message shall be in a type size and location sufficiently noticeable for the person to whom it is being disclosed to read and comprehend it, in print that contrasts with the background against which it appears, and in close proximity to the terms it purports to clarify, modify, or explain.

(2) In communications disseminated orally, the message shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it.

(3) In communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services and software), the message shall be presented simultaneously in both audio and visual portions of the communication. In any communication presented solely through visual or audio means, the message shall be made through the same means in which the communication is presented. Any audio message shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it. Any visual message shall be of a size and shade, with a degree of contrast to the background against which it appears, and shall appear on the screen for a duration and in a location, sufficiently noticeable for a consumer to read and comprehend it.

The message shall be in understandable language and syntax. Nothing contrary to,

inconsistent with, or in mitigation of the message shall be used in any communication.

b. “Noneducational-related marketing purpose” shall mean for the purpose of marketing products or services or selling personally identifiable information from or about an individual for use in marketing products or services to individuals which have no apparent educational purpose. “Noneducational-related marketing purpose” does not apply to the collection, disclosure or use of personally identifiable information from or about a student for the exclusive purpose of developing, evaluating, or providing to students or educational institutions:

- (1) college or postsecondary education recruitment, or military recruitment;
- (2) curriculum and instructional materials used by elementary schools and secondary schools;
- (3) book clubs, magazines, and programs providing access to low-cost literary products;
- (4) student recognition programs; and,
- (5) any other activity expressly determined under 20 U.S.C. § 1232h(c)(4)(A) or its implementing regulations to be an “educational product or service.”

Provided further that, for purposes of determining whether any specific activity is covered by subsections (1) through (5) above, any official written interpretation adopted by administrative rule and disseminated to the public by the Department of Education regarding such activity shall be controlling.

c. “NRCCUA” means The National Research Center for College and University Admissions, Inc., and its directors, officers, employees, agents, successors, and assigns, and anyone acting in concert with it or at its behest.

d. “Personally identifiable information” or “personal information” shall mean individually identifiable information from or about an individual including, but not limited to:

- (1) a first and last name;

- (2) a home or other physical address, including street name and name of city or town; .
- (3) an e-mail address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual's e-mail address;
- (4) a telephone number;
- (5) a Social Security number;
- (6) an Internet Protocol ("IP") address or host name that identifies an individual;
- (7) a persistent identifier, such as a customer number held in a "cookie" or processor serial number, that is combined with other available data that identifies an individual; or,
- (8) any information, including, but not limited to, grade point average, date of birth, academic or occupational interests, athletic or extracurricular interests, racial or ethnic background, or religious affiliation, that is combined with any of the personal information described in sections (1) through (7) of this subparagraph.

IV. NRCCUA'S ASSURANCES REGARDING ITS FUTURE CONDUCT

13. NRCCUA, in connection with the collection of personally identifiable information from or about an individual, shall not misrepresent in any manner, expressly or by implication:

- a. how personally identifiable information will be collected, used or disclosed; or
- b. how the collection of personally identifiable information is funded.

14. NRCCUA, in connection with the collection of personally identifiable information from students for any purpose, shall disclose clearly and conspicuously:

- a. the existence and nature of the purpose for collecting the information; and
- b. the types or categories of any entities to which the information will be disclosed.

15. The disclosures required by paragraph 14 shall be made in all NRCCUA privacy statements and in all questionnaires, survey instruments, and other documents through which

NRCCUA collects personally identifiable information from students.

16. If NRCCUA chooses to use or permit others to use Survey Data for any noneducational-related marketing purpose, then NRCCUA shall:

- (1) supply to a representative of each school that is requested by NRCCUA to administer its Survey, an electronic or written notice to be provided to parents of students under age 18 or to students age 18 and over, to whom the Survey will be administered which shall contain the disclosures stated in paragraph 14 above, and shall also clearly and conspicuously disclose :
 - (a) that the Survey may be administered; (b) the parents' right to opt their children out of completing the Survey and the right of students age 18 or over to opt themselves out of completing the survey; and, (c) all methods by which the opt out right described in subparagraph 16(1)(b) may be accomplished. The representative to whom NRCCUA must supply the notice must be a school employee who is asked to administer the survey to students;
- (2) provide the school representative with electronic or written instructions clearly and conspicuously stating that NRCCUA is requesting that the notice form be sent to parents or students age 18 and over by the school at least 30 days prior to the administration of the Survey in any manner deemed appropriate by school personnel, including via e-mail or other appropriate form by which parents or students receive communications from that school. For any school requesting written notices, NRCCUA shall supply to the school personnel sufficient quantities of the written notice form such that there is at least one per student to whom the Survey is administered; and
- (3) provide notice to all school personnel who agree to administer the Survey stating that the notice to parents and students age 18 and over is available at the NRCCUA Internet web site and from a representative at that school.

17. The disclosures required to be made in this Assurance are in addition to, and not in lieu of, any other disclosures that NRCCUA may be required to make, including but not limited to a disclosure required by state or federal law.

18. Upon receipt of a specific request from a parent or guardian of a student under the

age of 18, or from a student age 18 or older, that the student be opted out of completing the Survey or that NRCCUA cease using personally identifiable information previously collected from the student via the Survey, NRCCUA shall, within ten (10) business days of receiving the request, cease all future use of such information.

V. PAYMENT TO THE STATES

19. Upon the signing of this Assurance by all parties to this agreement, NRCCUA shall make an initial payment equal to the sum of \$150,000.00 to the Attorney General of Iowa on behalf of the Attorneys General of the States of Alaska, Arizona, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Iowa, Maine, Maryland, Michigan, Montana, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Texas, Vermont and Wisconsin to be divided as determined by these Attorneys General for attorneys' fees and investigative costs, consumer education, litigation, public protection or local consumer aid funds, at the discretion of each State's Attorney General as allowed by each State's law.³ NRCCUA shall, sixty (60) days following payment of the initial installment, make a second payment equal to the sum of \$150,000.00 to the Attorney General of Iowa, for use in the same manner as described in the preceding sentence.

20. Payment shall be made by cashier's check made payable to the "Attorney General of Iowa" and delivered with the signed Assurance to the Office of the Attorney General, Consumer Protection Division, 1305 E. Walnut Street, Des Moines, Iowa. The initial payment shall be accompanied by the signed Assurance.

VI. MONITORING AND COMPLIANCE

21. Upon the request of one or more of the Attorneys General, NRCCUA agrees to provide books, records and documents to the requesting Attorney General at any time, and further, to informally or formally under oath, provide testimony and other information to the

³ With respect to the State of Colorado, its apportionment of the funds shall be used 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 purposes.

States relating to compliance with this Assurance. NRCCUA shall make any requested information available within thirty (30) business days of such request, at the Office of the Attorney General of the requesting State, or at the location of NRCCUA, or at such location as directed by the requesting Attorney General, at the preference of the requesting Attorney General. This Section shall in no way limit the State's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

VII. GENERAL TERMS OF ASSURANCE

22. This Assurance is for settlement purposes only and does not constitute an admission by NRCCUA that any of the allegations are in violation of any of the state consumer protection laws.

23. The parties agree that this Assurance does not constitute an approval by the Attorneys General of any of NRCCUA's past or future practices, and NRCCUA shall not make any representation to the contrary.

24. Nothing contained herein shall be construed to waive any individual right of action by any consumer, including any action for consequential damages.

25. NRCCUA shall not participate directly or indirectly in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance.

26. This Assurance may only be enforced by the parties hereto.

27. Nothing in this Assurance shall be construed as relieving NRCCUA of the obligation to comply with all state and federal laws, regulations and rules.

28. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

29. NRCCUA shall provide written notice within twenty (20) business days of the

effective date of this Assurance and for a period of three (3) years thereafter to any agent, servant, employee, or representative of NRCCUA, having responsibilities with respect to the subject matter of this Assurance, of the existence and terms of the Assurance entered in this case, and of their duty to comply with the terms set forth herein.

30. NRCCUA agrees that a violation by NRCCUA of any requirement of this Assurance shall constitute a violation of the respective States' consumer protection laws.

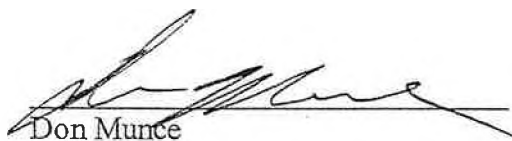
31. The parties agree that this Assurance will become binding and effective when executed by all of the parties.

32. NRCCUA has read and understands this Assurance and enters into it voluntarily, having been advised by its undersigned counsel of the meaning and effect of each provision of this Assurance.

**In the Matter of:
NRCCUA Assurance of Voluntary Compliance**

Dated: January 10, 2005

National Research Center for
College and University Admissions



Don Munce
President

3651 N.E. Ralph Powell Road
Lee's Summit, MO 64064

**In the Matter of:
NRCCUA Assurance of Voluntary Compliance**

Dated: January 13, 2005

G. STEVEN ROWE
Attorney General of Maine

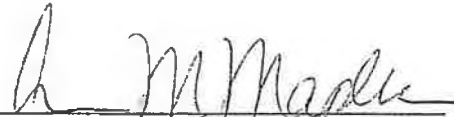
A handwritten signature in cursive script, appearing to read "L. Conti", written over a horizontal line.

Linda J. Conti
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006

**In the Matter of:
NRCCUA Assurance of Voluntary Compliance**

Dated: January 7, 2005

Troy R. King
Attorney General of Alabama



Alice M. Maples (MAP007)
Acting Chief
Consumer Protection and Antitrust Section
Alabama Attorney General's Office
11 South Union Street
Montgomery, Alabama 36130

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: Jan. 10, 2005

GREGG D. RENKES
ATTORNEY GENERAL OF ALASKA


By: 

Julia Coster
Assistant Attorney General
1031 W. 4th Avenue, Suite 200
Anchorage, Alaska 99501
(907) 269-5200
Alaska Bar No. 8703006

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 10, 2005

TERRY GODDARD
Attorney General of the State of Arizona

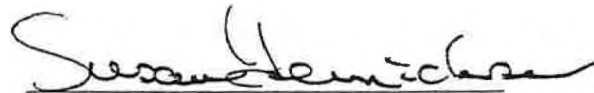


NOREEN R. MATTS
Assistant Attorney General
Consumer Protection & Advocacy Section
400 W. Congress, South Bldg., Suite 315
Tucson, Arizona 85701

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 10, 2005

BILL LOCKYER
Attorney General of the State of California

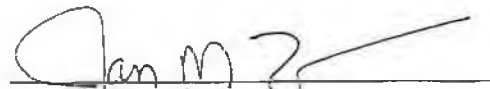
A handwritten signature in black ink, appearing to read "Susan Henrichsen". The signature is written in a cursive style with a horizontal line underneath.

Susan Henrichsen
Supervising Deputy Attorney General
Office of the Attorney General
110 West A Street, #1100
San Diego, CA 92101

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

John W. Suthers
Interim Attorney General of Colorado


Jan Michael Zavislan
Deputy Attorney General
1525 Sherman Street, 5th Floor
Denver, CO 80203

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

M. JANE BRADY
Attorney General of Delaware



Name: Olha N. Rybakoff
Title: Deputy Attorney General
Address: DEPARTMENT OF JUSTICE
820 N. French Street, 5th
Wilmington, Delaware 19801

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

CHARLES J. CRIST, JR.
Attorney General of Florida

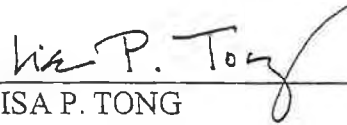
A handwritten signature in black ink, appearing to read 'Mary Leontakianakos', is written over a horizontal line. The signature is fluid and cursive.

Mary Leontakianakos
Director of Economic Crimes
PL-01 The Capitol
Tallahassee, FL 32399-1050

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 10, 2005

STEPHEN H. LEVINS
Executive Director

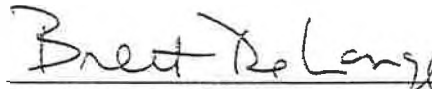
A handwritten signature in black ink, appearing to read "Lisa P. Tong", is written over a horizontal line.

LISA P. TONG
Staff Attorney
State of Hawaii Office of Consumer Protection
235 S. Beretania Street, #801
Honolulu, HI 96813

Signature block for the State of Idaho
In the Matter of: NRCCUA—Assurance of Voluntary Compliance

Dated: January 11, 2005
Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

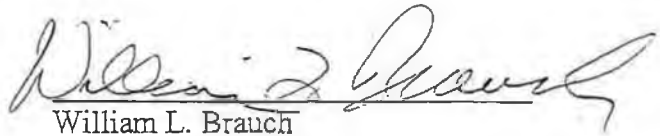


Brett T. DeLange (ISB No. 3628)
Deputy Attorney General
Consumer Protection Unit
Office of the Attorney General
Len B. Jordan Building
650 W. State St., Lower Level
P. O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-2424
FAX: (208) 334-2830
brett.delange@ag.idaho.gov

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 12, 2005

THOMAS J. MILLER
Attorney General of Iowa



William L. Brauch
Special Assistant Attorney General
Director-Consumer Protection Division
1305 E. Walnut Street
Des Moines, IA 50319

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

J. JOSEPH CURRAN, JR.
Attorney General of Maryland

By:

A handwritten signature in black ink, appearing to read "S. M. Sakamoto-Wengel", written over a horizontal line.

Steven M. Sakamoto-Wengel
Assistant Attorney General
Consumer Protection Division
200 St. Paul Place, 16th floor
Baltimore, MD 21202

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: JAN 11 2005

MICHAEL A. COX
ATTORNEY GENERAL OF MICHIGAN

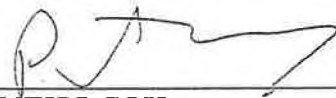


Tracy A. Sonneborn (P41416)
Assistant Attorney General
Consumer Protection Division
525 W. Ottawa, 6th Floor
P.O. Box 30213
Lansing, MI 48909
(517) 335-0855

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

MIKE HATCH
Attorney General
State of Minnesota

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

PRENTISS COX
Assistant Attorney General
Atty. Reg. No. 218844

445 Minnesota Street, #1400
St. Paul, Minnesota 55101-2131
(651) 297-4606 (Voice)
(651) 297-7206 (TTY)

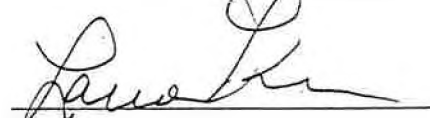
ATTORNEYS FOR
STATE OF MINNESOTA

In the Matter of:

NRCCUA - Assurance of Voluntary Compliance

Dated: January 11, 2005

JEREMIAH W. (Jay) NIXON
Attorney General of Missouri

A handwritten signature in black ink, appearing to read "Laura Krasser", written over a horizontal line.

Laura Krasser

Mo. Bar. No. 47704

Chief Counsel

Consumer Protection Division

P.O. Box 899

Jefferson City, MO 65106

Phone: (573) 751-7007

Fax: (573) 751-2041

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

Montana Consumer Protection Office
Department of Administration



Cort Jensen
Special Assistant Attorney General
Consumer Chief
1219 8th Ave
Helena, MT 59620

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

Brian Sandoval
Attorney General of Nevada

A handwritten signature in cursive script, reading "Gianna M. Orlandi". The signature is written in black ink and is positioned above a horizontal line.


Gianna M. Orlandi
Deputy Attorney General
Nevada Bar No. 005087
555 E. Washington Ave., #3900
Las Vegas, NV 89101
(702) 486-3782

In the Matter of:

NRCCUA Assurance of Voluntary Compliance

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY

Dated: January 11, 2005

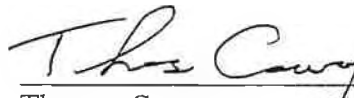
By: 

Nicholas Armstrong
Deputy Attorney General

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

ELIOT SPITZER
Attorney General of New York
By:

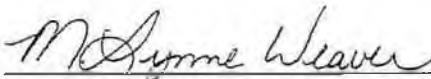


Thomas Conway
Assistant Attorney General in Charge
Bureau of Consumer Frauds & Protection
120 Broadway, 3rd Floor
New York, NY 10271
212-416-8300

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 1/11/2005

ROY COOPER
ATTORNEY GENERAL OF
NORTH CAROLINA



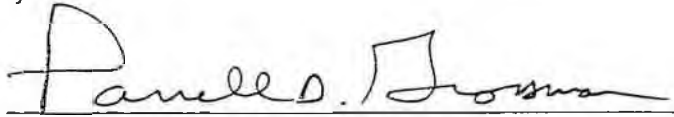
M. Lynne Weaver
Assistant Attorney General
North Carolina Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001
Tel: 919-716-6000
Fax: 919-716-6050
lweaver@ncdoj.com

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 10, 2005

State of North Dakota
Wayne Stenehjem
Attorney General

BY:



Parrell D. Grossman, ID No. 04684

Assistant Attorney General

Director, Consumer Protection &
Antitrust Division

Office of Attorney General

4205 State Street

PO Box 1054

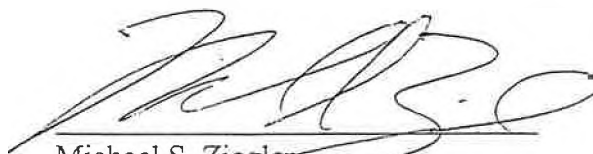
Bismarck, ND 58502-1054

(701) 328-5570

**In the Matter of:
NRCCUA Assurance of Voluntary Compliance**

Dated: January 10, 2005

Jim Petro
Attorney General of Ohio

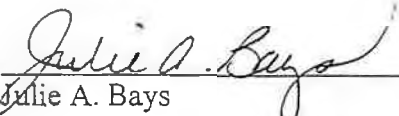
A handwritten signature in black ink, appearing to read "M. S. Ziegler", written over a horizontal line.

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

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 7, 2005

W.A. DREW EDMONDSON
ATTORNEY GENERAL



Julie A. Bays
Assistant Attorney General
Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
Phone: (405) 521-4274
Fax: (405) 528-1867

1 NRCCUA Assurance of Voluntary Compliance

2

3 Dated this 5th of January, 2005

4

5

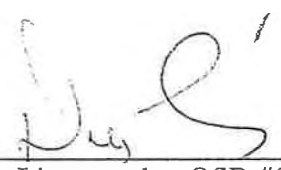
6

HARDY MYERS
Attorney General for Oregon

7

8

9



Drew Lianopoulos OSB #92083
Assistant Attorney General
Oregon Dept of Justice
1162 Court St NE
Salem OR 97301
(503) 947-4333

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

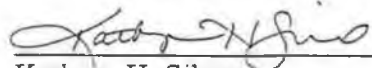
25

26

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 1/11/05

Gerald J. Pappert
Attorney General of Pennsylvania




Kathryn H. Silcox
Deputy Attorney General

Office of Attorney General
Bureau of Consumer Protection
301 Chestnut Street, Suite 105
Harrisburg, PA 17101
(717) 787-7109
(717) 772-3560 fax

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 11/15

Patrick C. Lynch
Attorney General of Rhode Island


James R. Lee
Chief, Civil Division
150 S. Main St.
Providence, RI 02903
(401) 274-4400

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

Lawrence E. Long
Attorney General of South Dakota

By: _____



Paul Cremer
Assistant Attorney General
500 E. Capitol Ave.
Pierre, South Dakota 57501-5070
(605) 773-3215

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

GREG ABBOTT
Attorney General of Texas

BARRY R. McBEE
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

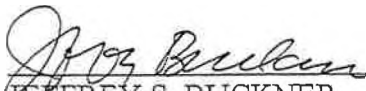
PAUL D. CARMONA
Chief, Consumer Protection & Public Health
Division

D. Esther Chavez
D. ESTHER CHAVEZ
Assistant Attorney General
State Bar No. 04162200
Consumer Protection & Public Health Division
P.O. Box 12548
Austin, TX 78711-2548
512-475-4628

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 1-11-05

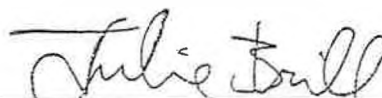
MARK L. SHURTLEFF
Attorney General of Utah


JEFFREY S. BUCKNER
Assistant Attorney General
160 East 300 South, 5th Floor
P.O. Box 140872
Salt Lake City, Utah 84114-0872

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 7, 2005

WILLIAM H. SORRELL
Attorney General of Vermont

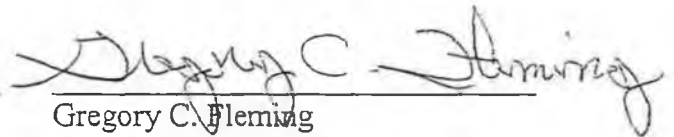
A handwritten signature in cursive script that reads "Julie Brill". The signature is written in black ink and is positioned above a horizontal line.

Julie Brill
Vermont Assistant Attorney General
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
802-828-3171

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 12, 2005

JERRY W. KILGORE
Attorney General of the
Commonwealth of Virginia

A handwritten signature in cursive script, reading "Gregory C. Fleming", written over 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:
NRCCUA Assurance of Voluntary Compliance

Dated: January 13, 2005

ROB MCKENNA
Attorney General of Washington

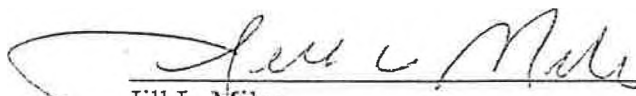


DOUGLAS D. WALSH
Senior Counsel
Office of the Washington Attorney General
Consumer Protection Division
P.O. Box 2317
Tacoma, WA 98401-2317

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 1/11/05

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



Jill L. Miles
Deputy Attorney General
State of West Virginia
Office of the Attorney General
Post Office Box 1789
Charleston, West Virginia 25326-1789

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: January 11, 2005

PEGGY A. LAUTENSCHLAGER
Attorney General of Wisconsin

By: Cynthia R. Hirsch
CYNTHIA R. HIRSCH
Assistant Attorney General
State Bar #1012870

Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-3861

In the Matter of:
NRCCUA Assurance of Voluntary Compliance

Dated: 11 January 2005

Patrick C. Crank
Attorney General of Wyoming

Peter Free
By Peter Free
Assistant Attorney General
123 State Capitol
Cheyenne, WY 82002