Docket # 742-10-08 Wncv

In the matter of
Educational Research Center of America, Inc.

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, Connecticut, Delaware, Hawaii, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wyoming, and the District of Columbia, by their respective Attorneys General[1] (collectively "Attorneys General") and Educational Research Center of America, Inc. ("ERCA"). ERCA is a Pennsylvania not for profit corporation with its principal place of business at 33 Inamere Road, Morristown, New Jersey 07960.

The Attorneys General contend that ERCA has engaged in conduct in violation of their respective consumer protection laws[2] in its collection of personal information from students and

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[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. Connecticut is represented by the Commissioner of the Connecticut Department of Consumer Protection, who enters into this Assurance pursuant to the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110j, acting by and through his counsel, Richard Blumenthal, Attorney General for the State of Connecticut. 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.

[2] Specifically:
Alabama - Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, et seq. (1975).
Alaska - Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 *et seq.*
Arizona - A.R.S. sec. 44-1521 *et seq.*
Connecticut - Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b(a) *et seq.*
Delaware - Delaware Consumer Fraud Act, Del. Code Ann. tit. 67, §§ 2511 to 2527.

in its solicitation of educators in connection with the collection of that information.

I. THE POSITION OF THE ATTORNEYS GENERAL

1. ERCA conducts surveys of high school and junior high school students throughout the United States through teachers and counselors, (hereinafter "educators") who respond to ERCA solicitations by agreeing to give students ERCA surveys to complete and which, once completed, are returned by the educators to ERCA.

2. ERCA student surveys ask high school students to provide information such as their

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Hawaii - Hawaii Rev. Stat. § 480-2 and 487-5(6).
Illinois - Illinois Consumer Fraud and Deceptive Business Practices Act, 815 IL CS § 505/1 *et seq.*
Indiana - Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5 *et seq.*
Iowa - Iowa Consumer Fraud Act, Iowa Code § 714.16.
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.*
Mississippi - Section 75-24-1, *et seq.*, Mississippi Code of 1972, as amended, commonly referred to as the "Mississippi Consumer Protection Act."
Montana - MCA 30-1-103 *et seq.*
Nebraska - Neb.Rev.Stat. 59-1601 Uniform Deceptive Trade Practices Act, Neb.Rev.Stat. 87-301, *et seq.*
Nevada - Nevada Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 to 598.0999.
New Hampshire - New Hampshire RSA 358-A:1 *et seq.*
New Jersey - New Jersey- Consumer Fraud Act, N.J.S.A. 56:8-1 et seq
New Mexico - New Mexico Unfair Practices Act NMSA 1978, § 57-12-1 *et seq.* (1967).
North Carolina - North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, *et seq.*
North Dakota - Consumer Fraud and Unlawful Credit Practices N.D.C.C. § 51-15-01 *et seq.*
Ohio - 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 - Rhode Island General Law Chapter 6-13.1.
South Carolina - South Carolina Unfair Trade Practices Act, S.C. Code Sections, 39-5-10, *et seq.*
South Dakota - SDCL ch. 37-24.
Tennessee - Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 *et seq.*
Texas - Tex. Bus & Comm.Code Ann. Sec. 17.41 *et seq.*, TX Deceptive Trade Practices - Consumer Protection Act
Vermont - Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*
Virginia - Virginia Consumer Protection Act, Virginia Code §§ 59.1 - 196 through 59.1 - 20.
West Virginia - W.VA. Code 46A-1-101 *et seq.*
Wyoming - Wyo. Stat. 40-12-105.
Washington – Revised Code of Washington 19.86.020
District of Columbia - Consumer Protection Procedures Act, D.C. Official Code § 28-3901 *et seq.*

ethnic background, religious affiliation of a school they would choose if they had to choose one with a religious affiliation, level of high school courses taken, honors won or honors programs involved in, sports and other extracurricular activities, and other information. ERCA surveys directed to junior high school students seek similar information.

3. According to ERCA's website:

a. Non-personally identifiable information about students learned through ERCA's survey is compiled in ERCA's annual survey report that is made available free of charge on-line and through the mail upon request.

b. Personally identifiable information about students collected from the ERCA survey is marketed by ERCA to colleges, universities and other educational institutions.

c. Personally identifiable information about students is also marketed by ERCA to certain other entities nationwide that wish to contact high school students or to help others do so, including businesses that market products and services to students and student achievement recognition organizations.

4. In its mailings addressed to high school and junior high school educators in 2006 with its survey packets, ERCA made the following representations in cover letters in an attempt to entice educators to have their students complete and return ERCA surveys:

a. In large bold print at the top of the letter included with one mailing, "Take just 10 minutes to make a difference in your students' lives and we will send you a Staples Gift Card worth $40 as a thank you." The same letter included the statement, "All you have to do is to ask at least 50 of your students to fill out the enclosed ERCA College Planning Profiles and return them to us in the postage-paid envelope provided."

b. In large bold print at the top of a similar letter included with another mailing, "Take just 10 minutes to make a difference in your students' lives and we will send you a Visa Gift Card worth up to $50 as a thank you." The same solicitation represented that educators who had 75 or more students return completed ERCA surveys would receive a Visa gift card worth $50 and those who had 50-74 students return completed ERCA surveys would receive a Visa gift card worth $25.

5. ERCA mailed other survey solicitation packets to U.S. educators in 2006 with similar offers of gift cards from OfficeMax.

6. Although the ERCA solicitations referenced above in paragraphs 4 and 5 represented that educators could use the gift cards to purchase supplies for their classrooms, educators could have used the gift cards to purchase items or services for their own personal use, completely unrelated to their occupations as educators.

7. In all or some of the states which are parties to this Assurance, acceptance of the ERCA gift card by educators would violate state laws or regulations relating to gifts to public employees and limitations on educators.

8. The ERCA solicitations referenced above in paragraphs 4 and 5 did not disclose in any manner to recipients that their acceptance of the offered gift cards may violate applicable state laws or regulations.

9. The ERCA solicitations referenced above violated the laws or regulations of some or all of the states which are parties to this Assurance concerning offers of compensation to public employees in exchange for the performance of work within the scope of their employment.

10. Thousands of educators from around the U.S. received gift cards from ERCA in 2006

in exchange for the completion and provision of student surveys to ERCA in sums ranging from $5 to $50 each.

11. In its packet of materials sent to U.S. educators:

a. ERCA included a survey to be completed by the educators which included a disclosure regarding the use of the survey response and information about how educators may opt out of ERCA using the survey response to contact the educator about education-related products or services.

b. ERCA included a cover letter to the educators which disclosed that students could opt out of ERCA sharing their survey responses, including with commercial entities that may solicit the students for the purchase of products or services, and how students could opt out.

c. ERCA disclosed in the survey form to be completed by students that their survey responses would be shared with entities for several purposes, including with commercial entities that may solicit the students for the purchase of products or services, but did not disclose to the students how they may opt out of the sharing of that information.

d. ERCA did not include any other written information to be provided to students which advised them of their right to opt out of ERCA sharing of their survey responses.

e. ERCA did not include any written material to be provided to the parents of the students from whom ERCA sought questionnaire responses regarding how their children's survey responses would be used or about opt-out rights.

12. Hundreds of thousands of initial solicitation mailings were sent by ERCA to U.S. educators in 2006.

13. Hundreds of thousands of completed student surveys were received by ERCA in 2006.

14. ERCA's conduct, as described above in paragraphs 1-13 constitutes deceptive and unfair practices and, therefore, is unlawful pursuant to the consumer protection laws cited above in footnote 2.

II. ERCA'S POSITION

15. While ERCA has been and is willing to cooperate with the Attorneys General without conceding any wrongdoing, ERCA's position is that it has not made any misleading statements or failed to disclose material information to consumers. No educator or student pays ERCA for any product or service. All uses of the information collected have been clearly and conspicuously disclosed, and the students who supplied the information collected did so voluntarily - - as the survey forms themselves clearly state - - and with full disclosure about how the information supplied will be used. Furthermore, during the relevant period, ERCA provided information to educators about its opt-out policies in every mailing regarding the Survey and posted its privacy policy and contact information on its website. ERCA also recently voluntarily added to its website information regarding how to opt out of uses of Survey data.

16. In addition to having complied with all relevant consumer protection laws, educators and students benefit from the Survey and the gift program as follows:

(a) According to a recent survey of educators (by an entity unrelated to ERCA), educators, on the average, spend $475 of their own money on classroom materials and supplies. The letters sent to educators and counselors advising them of the gift card program stated, among other

things: "Use it {the gift card} to buy miscellaneous classroom supplies or reference materials." The correspondence transmitting the gift card stated, among other things: "You can use this gift card for those miscellaneous classroom supplies or reference materials an educator like you always needs." ERCA believes that the educators who respond to the Survey have a demonstrated commitment to their students' best interest and would use the gift cards for the students' benefit, a charitable use that is consistent with any potentially applicable gift law.

(b) Students benefit from the Survey because they receive, in a minimally intrusive manner, information about educational opportunities that they likely would not otherwise receive, information about scholarship opportunities that they otherwise likely would not receive and information about other products and services that likely are of particular interest to them. Marketing information benefits consumers by telling them about products or services about which they may not have otherwise learned, spurring competition and product improvements and lowering prices.

17. Although ERCA does not believe or concede that providing educators with de minimus tokens of appreciation to help defray the costs of classroom supplies violates the unspecified gift laws of "all or some of the states that are parties," ERCA immediately discontinued the gift card program when the Attorneys General first made this assertion.

18. Upon information and belief, no Attorney General has received a legitimate complaint from an educator or student about the gift card program described in this Assurance of

Discontinuance. To the contrary, ERCA believes that any complaints about the program were made by or on behalf of other businesses that also conduct student surveys.

III. DEFINITIONS

19. 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. "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. ERCA'S ASSURANCE REGARDING ITS FUTURE CONDUCT

20. ERCA, in connection with the solicitation of educators relating to the collection of personally identifiable information from or about a junior high school or high school student, shall not offer anything of monetary value to the educators.

21. ERCA, 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.

22. The disclosures required by paragraph 21 shall be made in all ERCA privacy statements and in all questionnaires, survey instruments, and other documents through which ERCA collects personally identifiable information from students.

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

a. supply to a representative of each school that is requested by ERCA 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 21 above, and shall also clearly and conspicuously disclose : (1) that the Survey may be administered; (2) 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, (3) all methods by which the opt out right described in subparagraph 23(a)(2) may be accomplished. The representative to whom ERCA must supply the notice must be a school employee who is asked to

administer the survey to students;

b. provide the school representative with electronic or written instructions clearly and conspicuously stating that ERCA 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, ERCA 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;

c. 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 ERCA Internet web site and from a representative at that school; and,

d. provide a clear and conspicuous notice on each survey form of the right of students to opt out of Respondent's use of the data supplied in a completed form for those purposes and how the students may exercise that opt out right.

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

25. Upon receipt of a specific request from a parent or guardian of a student under the age of 18, or from a student, that the student be opted out of completing the Survey or that ERCA cease using personally identifiable information previously collected from the student via the Survey, ERCA shall, within ten (10) business days of receiving the request, cease all future use

of such information.

V. PAYMENT TO THE STATES

26. Upon the signing of this Assurance, ERCA shall pay the sum of $200,000.00 to the Attorney General of Iowa on behalf of the Attorneys General of the States of Alabama, Alaska, Connecticut, Delaware, Hawaii, Illinois, Indiana, Iowa, Maine, Maryland, Michigan, Mississippi, Montana, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, and Wyoming, and the District of Columbia, to be divided as determined by the 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.

27. 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.

VI. MONITORING AND COMPLIANCE

28. Upon the request of one or more of the Attorneys General, ERCA 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 States relating to compliance with this Assurance. ERCA 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 ERCA, or at such location as directed by the requesting Attorney General, at the preference of the requesting Attorney General. The requirements of this

paragraph 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

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

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

31. The requirements of this Assurance are in addition to, and not in lieu of, any other requirements of state or federal law.

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

33. ERCA 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.

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

35. 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.

36. ERCA 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 ERCA of the existence and terms of the Assurance entered in this case, and of their duty to comply with the terms set forth herein.

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

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

39. ERCA 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.

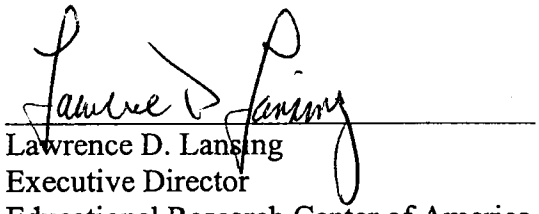
40. This Assurance constitutes a complete settlement and release by the Attorneys General of all civil claims the Attorneys General may have under the statutes cited in footnote 2 of this Assurance against ERCA relating to the allegations which are the subject of this Assurance and includes only claims relating to ERCA's acts or omissions which occurred prior to the effective date of this Assurance.

In the matter of:

Educational Research Center of America, Inc.
Assurance of Voluntary Compliance

Dated: August 30, 2008

Educational Research Center of America, Inc.

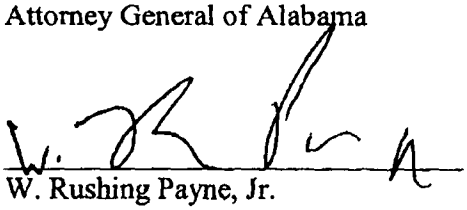


Lawrence D. Lansing
Executive Director
Educational Research Center of America, Inc.
33 Inamere Road
Morristown, NJ 07960

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 10/6/08

Troy King
Attorney General of Alabama



W. Rushing Payne, Jr.
Deputy Attorney General
Office of the Attorney General
11 South Union Street
Montgomery Alabama 36130
334-353-4591
334-242-2433 (fax)

In the Matter of:

Educational Research Center of America, Inc.
Assurance of Voluntary Compliance

Dated: September 5, 2008

TALIS J. COLBERG
Attorney General for the State of Alaska

By: _____

Julia Coster
Assistant Attorney General
Alaska Bar No. 8703006
1031 W. 4th Avenue, Suite 200
Anchorage, AK 99501
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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 9/9/08

Terry Goddard
Attorney General of Arizona

Dena Rogers Cypstein for

Name Rebecca C. Salisbury
Title Assistant Attorney General
Address 1275 W. Washington Street
Phoenix, AZ 85007

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 4, 2008

Jerry Farrell, Jr.
Commissioner of Consumer Protection

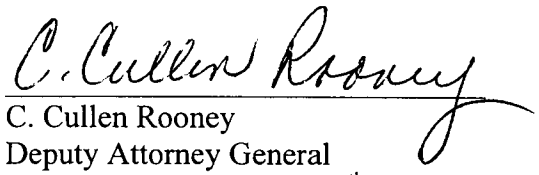
By: Richard Blumenthal
Attorney General of Connecticut

By: _____
Gary Tan
Assistant Attorney General

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 5, 2008

Joseph R. Biden, III
Attorney General of Delaware



C. Cullen Rooney
Deputy Attorney General
820 North French Street, 5th Floor
Wilmington, DE 19801

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 5, 2008

PETER J. NICKLES
Acting Attorney General for the District of Columbia

By:

BENNETT RUSHKOFF
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Attorneys for the District of Columbia

In the Matter of:
ERCA Assurance of Voluntary Compliance

DATED: Honolulu, Hawaii, September 8, 2008.

STATE OF HAWAII

STEPHEN H. LEVINS
Executive Director
Office of Consumer Protection
Department of Commerce and Consumer Affairs
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813-2419
Phone: 808-586-2636
Fax: 808-586-2640

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 09.04.08

LISA MADIGAN
Attorney General of Illinois

Christine Nielsen
Assistant Attorney General
Illinois Attorney General
100 W. Randolph Street, 12th Floor
Chicago, Illinois 60601

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 4, 2008

STEVE CARTER
Attorney General of Indiana

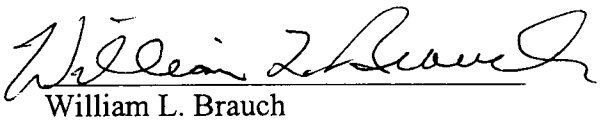
By:_____

David A. Paetzmann, #6392-23
Deputy Attorney General
Indiana Attorney General's Office
302 W. Washington Street, 5th floor
Indianapolis, IN 46204
(317) 232-3442

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 8, 2008

THOMAS J. MILLER
Attorney General of Iowa

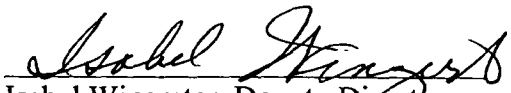


William L. Brauch
Special Assistant Attorney General
Director-Consumer Protection Division
1305 E. Walnut Street
Des Moines, IA 50319

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 15, 2008

James D. "Buddy" Caldwell
Attorney General of Louisiana

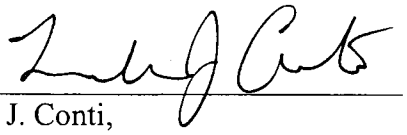


Isabel Wingerter, Deputy Director
Public Protection Division
P. O. Box 94005
Baton Rouge, LA 70804-9005

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

G. STEVEN ROWE
Attorney General of Maine



Linda J. Conti,
Assistant Attorney General
Maine Bar Registration No. 3638
Office of the Attorney General
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Augusta, Maine 04333-0006

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

Douglas F. Gansler
Attorney General of Maryland

By: _____

Steven M. Sakamoto-Wengel
Consumer Protection Counsel for
Regulation, Legislation and Policy
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, Maryland 21202

In the Matter of:

Educational Research Center of America, Inc.

Assurance of Voluntary Compliance

Dated: September 4, 2008

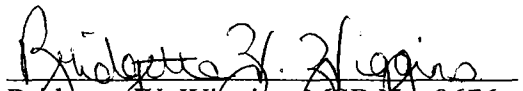
Michael A. Cox
Attorney General of Michigan

By: _____
Tracy A. Sonneborn (P41416)
Assistant Attorney General
Consumer Protection Division
525 W. Ottawa, 6th Floor
PO Box 30213
Lansing, MI 48909

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 4, 2008

JIM HOOD
Attorney General of Mississippi



Bridgette W. Wiggins, MSB No. 9676
Special Assistant Attorney General
Consumer Protection Division
Post Office Box 22947
Jackson, Mississippi 39225
Telephone: 601-359-4279
Facsimile: 601-359-4231

In the Matter of:

ERCA Assurance of Voluntary Compliance

DATED this 3rd day of September, 2008.

MIKE McGRATH
Attorney General
State of Montana

By: _____
JESSE LASLOVICH
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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 9-11-08

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008
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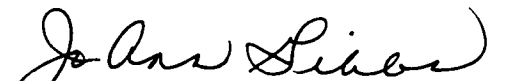
By: 

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In the Matter of:
ERCA Assurance of Voluntary Compliance

September 3, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 16, 2008

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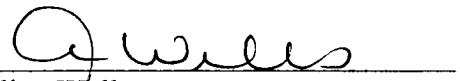

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 8, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 9/3/08

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Date: September 3, 2008

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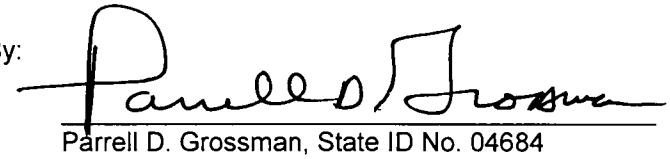
By: 

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 5, 2008

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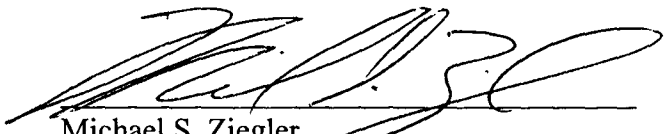

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 9/3/2008

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JUSTICE-#638203-v1-ERCA-OR-SignPage

In the Matter of	:
	:
Educational Research Center of America, Inc.	:
Assurance of Voluntary Compliance	:
	:
	:
Respondent	:

Dated this 4 of September, 2008.

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

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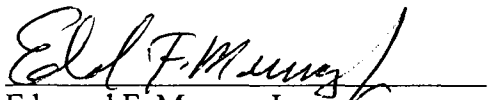

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Date: 9/3/08

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In the Matter of:

EDUCATIONAL RESEARCH CENTER OF AMERICA, INC.
Assurance of Voluntary Compliance

Dated: 9-4-08

FOR THE TENNESSEE ATTORNEY GENERAL:

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In the matter of:
EDUCATIONAL RESEARCH CENTER OF AMERICA, INC.

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September 4, 2008

In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

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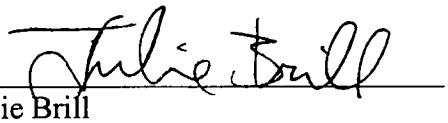

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 3, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: September 11, 2008

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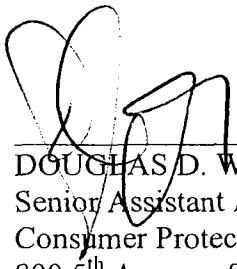

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: Sept. 8, 2008

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In the Matter of:
ERCA Assurance of Voluntary Compliance

Dated: 9/3/08

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Attorney General of Wyoming

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