

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

HEARTLAND, INC.; PCCS, LLC; THERESA (TERI) KRUSE; AND CHRIS MYERS.

The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance (“Assurance” or “AVC”) with Heartland, Inc. (“Heartland”), PCCS, LLC (“PCCS”), Theresa (Teri) Kruse, and Chris Myers (collectively, “Respondents”) to resolve the Attorney General’s concerns with Respondents’ compliance with Iowa Code §714.16 (2009), the Iowa Consumer Fraud Act (“CFA”), in connection with the marketing of magazines to Iowa residents and/or from an Iowa location.

IT IS THEREFORE AGREED that Respondents, and each of them, and their employees, successors, assigns, and all other persons, corporations and other entities acting in concert or participating with one or more Respondents who have actual or constructive notice of this AVC shall refrain from: engaging in any telemarketing directed to Iowa residents or conducted from an Iowa location; engaging in any marketing of magazines directed to Iowa residents or conducted from an Iowa location; and from violating the Iowa Consumer Fraud Act, Iowa Code §714.16 (2009) in connection with any marketing of any nature directed to Iowa residents or conducted from an Iowa location.

IT IS FURTHER AGREED that Respondents, and each of them, and their employees, successors, assigns, and all other persons, corporations and other entities acting in concert or participating with one or more Respondents who have actual or constructive notice of this AVC shall ensure that, for a period of two years from the date this AVC is fully executed, all consumers who submit complaints to any or all Respondents (whether directly, through the Attorney General, or through the Better Business Bureau) relating directly or indirectly to payment obligations (“obligations” includes purported obligations) that were incurred by the

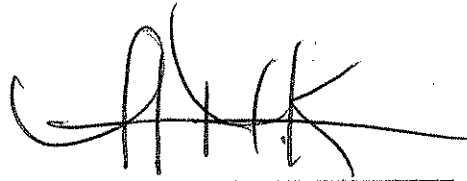
complainant during the period that Heartland or PCCS was marketing from an Iowa location shall be relieved without delay of any further liability or responsibility in connection with such payment obligation, and no Respondent shall make any subsequent effort to collect on such obligation(s), directly or indirectly. In addition, Respondents shall ensure, for a period of two years from the date this AVC is fully executed, an account is maintained at the Brick Gentry Law Firm in Des Moines, Iowa in which a balance of no less than \$5,000.00 is maintained at all times, and that such fund will be used to make full refunds to any and all of the above-referenced complainants whose complaint relates directly or indirectly to the manner in which the obligation was created or the manner in which subsequent collection efforts were performed. Respondents, and each of them, shall also ensure that if, during the period in question, any such complainant is denied a full refund, the Consumer Protection Division shall receive by certified mail written notice of that denial within thirty (30) days of the receipt of the complaint by Respondent(s), such notice to be accompanied by a copy of the complaint, an explanation of the reason for the denial, and such related written materials in Respondents' possession that are relevant to evaluating the merits of the complaint and the denial. Respondents shall cooperate with all reasonable requests from the Attorney General for documents or other information relating to compliance with this Assurance, and Respondents waive any attorney/client privilege for the limited purpose of enabling the Attorney General to communicate with and obtain information from the Brick Gentry Law Firm for purposes of monitoring compliance relating to the account and refund obligations referred to in this paragraph.

IT IS FURTHER AGREED that, in addition to whatever other legal remedies may be available, a violation of this Assurance constitutes an unfair and deceptive practice, and a violation of the Iowa Consumer Fraud Act, Iowa Code §714.16 (2009), and each violation by one or more Respondents of this Assurance, if established by a preponderance of the evidence in a Consumer Fraud Act action by the Attorney General, gives rise to a presumptive civil penalty in the highest amount provided for by Iowa Code §714.16 (7), namely \$40,000.00.

The Undersigned, who have the authority to consent and sign on behalf of the Attorney General of Iowa and each Respondent, hereby consent to the form and contents of the foregoing Assurance of Voluntary Compliance, which is to take effect immediately upon execution by all signatories indicated below.

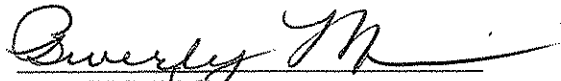
RESPONDENTS:

Date: 8/26/10



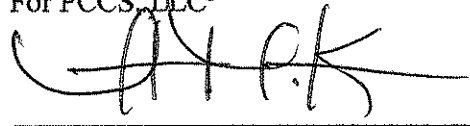
For Heartland, Inc.

Date: 8-26-10



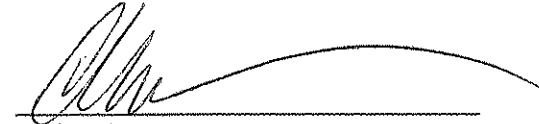
For PCCS, LLC

Date: 8/26/10



Theresa Kruse

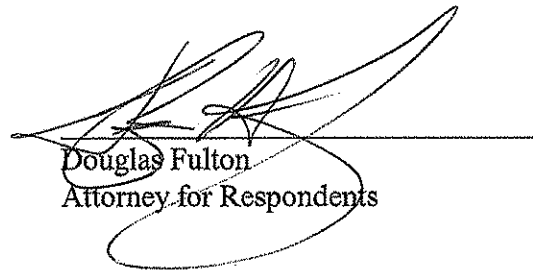
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Chris Myers

Approved as to form and content:

Date: 8/27/10



Douglas Fulton
Attorney for Respondents

IOWA ATTORNEY GENERAL:

Date: 9-9-10



By Steve St. Clair
Assistant Iowa Attorney General