

NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY

2015 APR 30 A 10:44

SUPERIOR COURT DIVISION

File No. 13 CVS 014147

STATE OF NORTH CAROLINA, *ex rel.*)
ROY COOPER, ATTORNEY GENERAL,)
ATTORNEY GENERAL,)

Plaintiff,)

v.)

ISI ALARMS NC, INC., a North Carolina)
Corporation, and WILLIAM JAYSON)
WALLER, individually and as agent and)
principal officer of ISI ALARMS NC, INC.,)

Defendants.)

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

THIS MATTER came on to be heard and was heard by the undersigned Judge presiding over the April 27, 2015 civil session of Wake County Superior Court upon application by the parties for the entry of a Consent Judgment and Agreed Permanent Injunction resolving all claims raised in the above captioned action. Plaintiff was represented by Special Deputy Attorney General David N. Kirkman of the North Carolina Department of Justice. Defendants were represented by Robert B. Newkirk, III, Esq., of the Mecklenburg County Bar. The parties, through counsel, represented to the Court, and the Court hereby accepts, that the following Consent Judgment and Agreed Permanent Injunction represents a compromise crafted by the parties following extensive negotiations, and that by recommending or agreeing to its entry none of them acknowledges or implies that any of the claims or defenses they have raised herein are without merit or that the claims or defenses raised by the opposing party have merit. They

represent further, and the Court hereby accepts, that by entering into the following Consent Judgment and Agreed Permanent Injunction the parties wish to save themselves and the Court from the heavy expenditures of time and resources necessary to litigate the case to conclusion. The Court has reviewed the record in this cause and is of the opinion that the proposed Consent Judgment and Agreed Permanent Injunction represents an appropriate resolution to this controversy, that it is in the public interest, and that it should be entered.

FINDINGS, CONCLUSIONS OF LAW, STIPULATIONS

THE COURT THEREFORE FINDS AND CONCLUDES, with the consent of the parties, that:

1. This Court has personal jurisdiction over both defendants and subject matter jurisdiction in this cause.
2. The Complaint charges that Defendants engaged in marketing acts or practices that violated the North Carolina Telephone Solicitations Act, N.C. Gen. Stat. § 75-100, *et seq.*
3. By entering into this Consent Judgment and Agreed Permanent Injunction (hereinafter “Consent Judgment”) defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated herein. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.
4. Defendants waive and release any claims that they may have against Plaintiff and its agents that relate to this action.
5. Defendants and Plaintiff waive all rights to a jury trial or to appeal or otherwise challenge or contest the validity of this Consent Judgment.

DEFINITIONS

For the purpose of this Consent Judgment, the following definitions apply:

- A. “Attorney General” means the Attorney General of the State of North Carolina.
- B. “Caller Identification Service” means a service that allows a telephone subscriber to have the telephone number, and, where available, name of the calling party transmitted contemporaneously with the telephone call, and displayed on a device in or connected to the subscriber’s telephone.
- C. “Defendants” means the Individual Defendant and the Corporate Defendant, individually, collectively, or in any combination. Further with respect to defendants,
 - 1. “Corporate Defendant” means ISI Alarms NC, Inc., a North Carolina corporation, and its successors and assigns.
 - 2. “Individual Defendant” means William Jayson Waller.
- D. “Entity-Specific Do Not Call List” means a list of telephone numbers maintained by a Seller or Telemarketer of persons who have previously stated that they do not wish to receive Outbound Telephone Calls made by or on behalf of the Seller or Telemarketer.
- E. “Established Business Relationship” means a relationship between a Seller and a person based on:
 - (a) the person’s purchase, rental, or lease of the Seller’s goods or services or a financial transaction between the Seller and person, within the eighteen months immediately preceding the date of the Telemarketing call; or
 - (b) the person’s inquiry or application regarding a product or service offered by the Seller, within the three months immediately preceding the date of a Telemarketing call.

- F. “Lead Generator” means any person that provides, in exchange for consideration, consumer information to a Seller or Telemarketer for use in the marketing of any goods or services.
- G. “National Do Not Call Registry” means the “do-not-call” registry of telephone numbers maintained by the Federal Trade Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).
- H. “Outbound Telephone Call” means a telephone call initiated by a Telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.
- I. “Representatives” means a Defendant’s officers, agents, servants, employees and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.
- J. “Seller” means any person who, in connection with a Telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration.
- K. “Telemarketer” means any person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor.
- L. “Telemarketing” means a plan, program or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves a call to a North Carolina telephone subscriber or more than one interstate telephone call initiated to or from North Carolina.
- M. “Telephone Solicitation” means a voice or simulated voice communication, whether prerecorded, computer generated, live, or a facsimile, over a telephone line, wireless telephone network, or voice over internet protocol (“VOIP”) system, or via a commercial mobile radio

service, that is made by a telemarketer or telephone solicitor to a North Carolina telephone number, or placed to a non-North Carolina telephone number from within North Carolina, for the purpose of soliciting or encouraging the purchase or rental of, or investment in, property, goods or services, obtaining or providing information that will or may be used for that purpose, soliciting or encouraging a telephone subscriber's participation in any contest, sweepstakes or lottery.

N. "Telephone Solicitor" means "Telemarketer." It also means any individual, business establishment, business, or other legal entity doing business in North Carolina that, directly or through salespersons or agents, makes or attempts to make telephone solicitations or causes telephone solicitations to be made.

O. "Telephone Subscriber" means an individual who subscribes to a residential telephone service from a local exchange company, a competing local provider certified to do business in North Carolina, or a wireless telephone company, or the individuals living or residing with that individual. "Telephone subscriber" also means any person or entity whose residential or personal cell phone number contains a North Carolina area code. Any party to this action who asserts that a telephone call does not violate this Consent Judgment because the telephone number that was called was assigned to a person or entity residing outside of North Carolina will have the burden of establishing that the phone service to that number is billed to an address outside of North Carolina and that person did, in fact, reside out of state when that number was called.

I. Compliance with the Telephone Solicitations Act

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that in connection with Telemarketing and Telephone Solicitations, and also with respect to any telephone call to a North Carolina telephone number that features a prerecorded message

and is automatically dialed, defendants and their representatives are permanently restrained and enjoined from engaging in, causing others to engage in, or assisting others engaging in, any of the following practices:

A. Initiating any Outbound Telephone Call or telephone solicitation to any person or telephone subscriber at a telephone number on the National Do Not Call Registry, unless Defendants prove that:

1. Defendants have obtained the express agreement, in writing, of such person or telephone subscriber to place calls to him or her. Such written agreement shall clearly evidence such telephone subscriber or person's authorization that calls made by or on behalf of Defendants may be placed to that individual or his or her telephone number, and shall include the telephone number to which the calls may be placed and the signature of that individual; or

2. Defendants have an Established Business Relationship with such person or telephone subscriber, and that person or telephone subscriber has not previously stated that he or she does not wish to receive Outbound Telephone Calls made by or on behalf of Defendants;

B. Initiating any Outbound Telephone Call or telephone solicitation to a person or telephone subscriber when that party has previously stated that he or she does not wish to receive an Outbound Telephone Call or telephone solicitation made by or on behalf of Defendants;

C. Initiating any Outbound Telephone Call to a telephone number within a given area code when the annual fee for access to the telephone numbers within that area code that are on the

National Do Not Call Registry has not been paid by or on behalf of Defendants, unless the telephone call is:

1. a solicitation to induce charitable contributions;
2. to a business;
3. to persons who have given the Seller their express agreement, in writing and signed, to receive calls from Defendants; or
4. to persons who have an Established Business Relationship with Defendants;

D. Abandoning, or causing others to abandon, any Outbound Telephone Call to a person or telephone subscriber by failing to connect the call to a live operator within two (2) seconds of the person's completed greeting, unless Defendants or their Representatives prove that the following four conditions are met:

1. Defendants and their Representatives employ technology that ensures abandonment of no more than three percent (3%) of all calls answered by a person, measured over the duration of a single calling campaign, if less than thirty days, or separately over each successive 30-day period or portion thereof that the campaign continues;
2. Defendants and their Representatives, for each Telemarketing call placed, allow the telephone to ring for at least fifteen (15) seconds or four (4) rings before disconnecting an unanswered call;
3. Whenever a live operator is not available to speak with the person or telephone subscriber answering the call, within two (2) seconds after the person's

completed greeting, Defendants or their Representatives promptly play a recorded message that states Defendants' name and telephone number; and

4. Defendants or their Representatives retain records establishing compliance with the preceding three (3) conditions;

E. Initiating any Outbound Telephone Call or telephone solicitation in which Defendants or their Representatives fail to disclose truthfully, promptly, and in a clear and conspicuous manner the Defendants' identity, that the purpose of the call is to sell goods or services, and the nature of the goods or services;

F. Initiating any Outbound Telephone Call or telephone solicitation in which Defendants or their Representatives fail to transmit or cause to be transmitted to any Caller Identification Service in use by a recipient of a Telemarketing or telephone solicitation call either:

- (i) the telephone number and name of the Telemarketer making the call; or
- (ii) Defendants' name and customer service telephone number.

G. Initiating any Outbound Telephone Call, or placing any type of telephone call to a North Carolina Telephone subscriber, that delivers a prerecorded message, other than a prerecorded message permitted for compliance with Subsection D, above, unless Defendants prove that:

- 1. Prior to making any such call to induce the purchase of any good or service, and prior to making any telephone call to a North Carolina telephone subscriber for any purpose not authorized by N.C. Gen. Stat. § 75-104(b) and in compliance with all requirements and conditions set for therein, Defendants have obtained from the recipient of the call an express agreement, in writing, that:

- a. Defendants obtained only after a clear and conspicuous disclosure that the purpose of the agreement is to authorize Defendants to place prerecorded calls to such person or subscriber;
 - b. Defendants obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service;
 - c. evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of Defendants; and
 - d. includes such subscriber or person's telephone number and signature; and
2. In any such call to induce the purchase of any good or service, Defendants:
- a. allow the telephone to ring for at least fifteen (15) seconds or four (4) rings before disconnecting an unanswered call; and
 - b. within two (2) seconds after the completed greeting of the person called, plays a prerecorded message that promptly discloses Defendants' identity, that the purpose of the call is to sell goods or services, and the nature of the goods or services, followed immediately by a disclosure of one or both of the following:
 - i. in the case of a call that could be answered in person by a consumer, that the person called can use an automated interactive voice and/or keypress-activated opt-out mechanism to assert a do-not-call request at any time during the message. The mechanism must:
 - (a) automatically add the number called to Defendants' Entity-Specific Do Not Call List;
 - (b) once invoked, immediately disconnect the call; and

- (c) be available for use at any time during the message; and
- ii. in the case of a call that could be answered by an answering machine or voicemail service, that the person called can use a toll free-number to assert a do-not-call request. The number provided must connect directly to an automated interactive voice or keypress-activated opt-out mechanism that:
 - (a) automatically adds the number called to Defendants' Entity-Specific Do Not Call List;
 - (b) immediately thereafter disconnects the call; and (c) is accessible at any time throughout the duration of the Telemarketing campaign.

II. Lead Generator Review, Notice, and Termination

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that:

- A. Each defendant or its Representatives shall, within ninety (90) days of the date of entry of this Consent Judgment:
 - 1. Review and determine the methods used by Defendant's existing Lead Generators to obtain the leads sold or offered for sale to Defendant and, if those leads were obtained by means that do not comply with this Consent Judgment, Defendant shall immediately cease purchasing such leads from the Lead Generator;
 - 2. Promptly provide plaintiff with the name, full address and all contact information for any Lead Generator terminated pursuant to the immediately preceding subparagraph;

3. Provide, electronically or otherwise, all of Defendants' existing Lead Generators with:
 - (i) a copy of this Consent Judgment; and
 - (ii) a written notice stating that, if the Lead Generator sells any leads to Defendants that do not comply with this Consent Judgment, Defendants will immediately cease purchasing such leads from the Lead Generator; and
 4. Obtain from all of Defendants' existing Lead Generators an electronic acknowledgment or other signed and dated statement acknowledging receipt of this Consent Judgment and the written notice set forth in the preceding subparagraph.
- B. Prior to purchasing leads from any new Lead Generator, Defendants shall:
1. Review and determine the methods used by the Lead Generator to obtain leads offered for sale to Defendants and, if those leads were obtained by means that do not comply with this Consent Judgment, Defendants are prohibited from purchasing such leads;
 2. Provide, electronically or otherwise, each new Lead Generator with:
 - (i) a copy of this Consent Judgment; and
 - (ii) a written notice stating that, if the Lead Generator sells any leads to Defendants that do not comply with this Consent Judgment, Defendants will immediately cease purchasing leads from the Lead Generator; and
 3. Obtain from each new Lead Generator an electronic acknowledgment or other signed and dated statement acknowledging receipt of this Consent Judgment and the written notice set forth in the preceding subparagraph.

III. Monetary Judgment for Civil Penalty and Partial Suspension

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that:

A. Judgment in the amount of One Million Dollars (\$1,000,000.00) is entered in favor of Plaintiff State of North Carolina and against Defendants, jointly and severally, as a civil penalty under N.C. Gen. Stat. § 75-105(a).

B. Defendants shall make payment to Plaintiff, via certified checks or checks drawn on the trust account of their North Carolina attorney, in the amount of One Hundred and Thirty-six Thousand Dollars (\$136,000.00) pursuant to the schedule, terms, and conditions set forth below:

1. Defendants shall have paid plaintiff the sum of Twelve Thousand (\$12,000.00) prior to the entry of this Consent Judgment. By their signatures below, the parties and their attorneys represent that this initial payment has been tendered and received;

2. Beginning on the first day of June, 2015, and continuing on the first day of each successive month, for a total twenty-four (24) months, defendants shall pay to plaintiff the sum of Five Thousand, One Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$5,166.66), with the final payment increased by the sixteen cents needed to reach the aforesaid total of One Hundred and Thirty-Six Thousand Dollars (\$136,000.00);

3. Upon completion of the One Hundred and Thirty-Six Thousand Dollars in payments in accordance with the conditions set forth above, the remainder of this monetary judgment is suspended, subject to the Subsections below.

C. The suspension of the remaining Eight Hundred and Sixty-Four Thousand Dollars of the judgment is expressly conditioned upon:

1. The truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") at the time submitted to the Plaintiff's counsel, namely: The Financial Statement of Individual Defendant William Jayson Waller provided to plaintiff's counsel, for settlement negotiation purposes only, on or about November 4, 2014.

2. Defendants' payment of One Hundred and Thirty-Six Thousand Dollars (\$136,000) in accordance with the schedule and all terms and conditions set forth in Subsection B, above.

D. The suspension of the \$1,000,000 monetary judgment will be lifted as to any Defendant if, upon motion by Plaintiff, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial statement identified above.

E. If the suspension of the \$1,000,000 monetary judgment is lifted, the judgment becomes immediately due as to one or both Defendants, as appropriate, in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the amount of the civil penalty for the violations alleged in the Complaint), less any payment

previously made pursuant to this Section, plus interest computed from the date of entry of this Order. The Court at that time may also calculate and award additional attorneys' fees to the State of North Carolina pursuant to N.C. Gen. Stat. § 75-16.1.

F. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation brought solely by or on behalf of the Plaintiff, including in a proceeding to enforce Plaintiff's rights to any payment or monetary judgment pursuant to this Consent Judgment.

G. Defendants and plaintiff acknowledge and agree that all but \$12,000 of this monetary judgment represents a civil penalty payable to the State of North Carolina pursuant to N.C. Gen. Stat. § 75-15.2.

H. The Defendants and Plaintiff further acknowledge and agree, and the Court hereby orders, that the \$12,000 that Defendants already have tendered to Plaintiff constitutes reimbursement of Plaintiff's attorney costs pursuant to N.C. Gen. Stat. § 75-16.1.

I. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), may be used for collecting and reporting on any delinquent amount arising out of this Consent Judgment.

J. All payments by Defendants to Plaintiff pursuant to this Section shall be made payable to The Attorney General of North Carolina and, unless directed to do otherwise by the Attorney General, be delivered via overnight courier to: North Carolina Department of Justice, Consumer Protection Division, Attn. David N. Kirkman, Special Deputy Attorney General, 114 West Edenton Street, Raleigh, NC 27603. The telephone number for Plaintiff on the shipping invoice or FedEx Airbill shall be listed as 919-716-6000.

IV. COOPERATION

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that Defendants must fully cooperate with the North Carolina Attorney General and his or her staff in this case and in any investigation of the North Carolina Attorney General related to or associated with the transactions or the occurrences that are the subject of the Complaint.

Defendants must provide truthful and complete information, evidence, and testimony. Individual Defendant must appear and Corporate Defendant must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that Plaintiff may reasonably request upon ten (10) days' written notice, or other reasonable notice, at such places and times as the Attorney General or his representative may designate, without the service of a subpoena.

V. ACKNOWLEDGMENTS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that Defendants obtain acknowledgments of receipt of this Consent Judgment as follows:

A. Each Defendant, within seven (7) days of entry of this Consent Judgment and Agreed Permanent Injunction, must submit to the Attorney General an acknowledgment of receipt of same, which acknowledgment shall be sworn or affirmed under penalty of perjury.

B. For five (5) years after entry of this Consent Judgment, Individual Defendant for any business that he, whether individually or in conjunction with the Corporate Defendant, is the majority owner or controls directly or indirectly, and Corporate Defendant, must deliver a copy of this Consent Judgment to:

- (1) all principals, officers, directors, and LLC managers and members;

(2) all employees, agents, and other Representatives who participate in conduct related to the subject matter of the Consent Judgment; and

(3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Consent Judgment for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this Consent Judgment, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt hereof.

VI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that Defendants make timely submissions to the Attorney General:

A. One year after entry of this Consent Judgment, each Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each Defendant must:

(a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which the Attorney General and representatives of the Attorney General may use to communicate with Defendant;

(b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;

(c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendant must describe if he knows or should know due to his own involvement);

(d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and

(e) provide a copy of each Acknowledgment obtained pursuant to this Consent Judgment, unless previously submitted to the Attorney General.

2. Additionally, Individual Defendant must:

(a) identify all of his telephone numbers and all physical, postal, email and Internet addresses, including all residences;

(b) identify all of his business activities, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest; and

(c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For ten (10) years after entry of this Consent Judgment, each Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each Defendant must report any change in:

(a) any designated point of contact; or

(b) the structure of Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Consent Judgment, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Judgment.

2. Additionally, Individual Defendant must report any change in:

(a) name, including aliases or fictitious name, or residence address; or

(b) title or role in any business activity, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Defendant must submit to the Attorney General notice of the filing of any bankruptcy petition, insolvency proceeding, receivership order, or similar proceeding by or against such Defendant within fourteen days of its filing.

D. Any submission to the Attorney General required by this Consent Judgment is to be sworn under penalty of perjury must be true, complete and accurate.

E. Unless otherwise directed by the Attorney General or his or her representative in writing, all submissions to the Attorney General pursuant to this Consent Judgment must be emailed to dkirkman@ncdoj.gov or sent by overnight courier (not the U.S. Postal Service) to: Director, Consumer Protection Division, North Carolina Department of Justice, 114 West Edenton Street, Raleigh, NC 27603 (recipient's tel. 919-716-6000). The subject line must

begin: State of N.C., *ex rel.* Cooper v. ISI Alarms NC, Inc., *et al.*, (13 CVS 14147 – Wake County).

VII. RECORDKEEPING

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that Defendants must create certain records for ten (10) years after entry of this Consent Judgment, and retain each such record for at least five (5) years. Specifically, Corporate Defendant, in connection with Telemarketing, and Individual Defendant for any business that he, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records of all consumer complaints concerning the subject matter of this Consent Judgment, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each provision of this Consent Judgment, including all submissions to the Attorney General; and
- E. all records relating to Lead Generators from whom Defendants purchase leads for Telemarketing, including contracts with such Lead Generators.

VIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties that, for the purpose of monitoring Defendants' compliance with this Consent Judgment, including the financial representations upon which part of the monetary judgment was suspended:

A. Within fourteen (14) days of receipt of a written request from a representative of the Attorney General, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Attorney General and his or her representatives also are authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by North Carolina Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Consent Judgment, the Attorney General and his or her staff are authorized to communicate directly with each Defendant. Defendant must permit representatives of the Attorney General to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Attorney General and his or her staff may use all other lawful means, including posing as consumers, suppliers, or other individuals or entities to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice.

D. Nothing in this Consent Judgment limits the Attorney General's lawful use of compulsory process, pursuant to N.C. Gen. Stat. § 75-10.

**IX. STIPULATED CIVIL PENALTIES AND OTHER SANCTIONS
FOR FUTURE VIOLATIONS HEREOF**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that, in addition to all other powers the Court possesses to punish non-compliance with its orders, the Court will impose civil penalties of \$5000.00 under N.C. Gen. Stat. §75-105(a) for each violation of the foregoing terms and conditions that also violates the Telephone Solicitations Act.

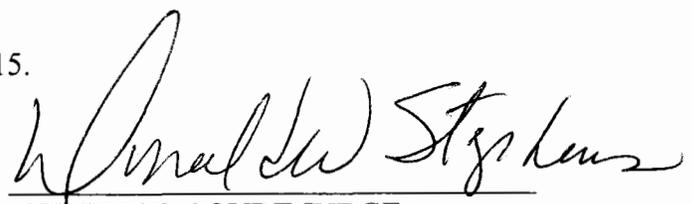
**X. AMENDMENT TO CASE CAPTION TO CORRECT
MISPELLING OF DEFENDANT WALLER'S MIDDLE NAME**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that the spelling of the individual defendant's middle name in the caption of this case is hereby changed from "Jason" to "Jayson," as that is the correct spelling of his name.

XI. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, with the consent of the parties, that this Court retains jurisdiction over this matter for purposes of construction, modification, and enforcement of this Consent Judgment.

This the 29 day of April, 2015.

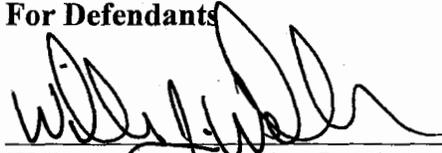


SUPERIOR COURT JUDGE

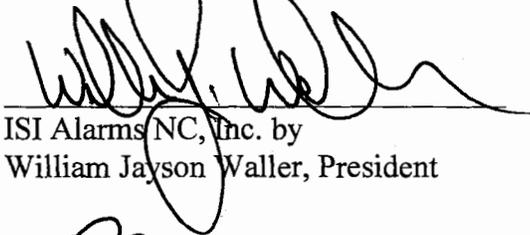
(Consent of the Parties on the following page)

WE CONSENT:

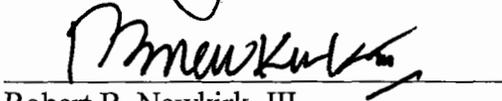
For Defendants



William Jayson Waller, In His Individual Capacity



ISI Alarms NC, Inc. by
William Jayson Waller, President



Robert B. Newkirk, III
Newkirk Law Office, P.A.
Attorney for Defendants

For Plaintiff State of North Carolina

Roy Cooper, Attorney General

By: 

David N. Kirkman
Special Deputy Attorney General
Consumer Protection Division