

**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION**

IN THE MATTER OF:

G4 TELECOM, INC.,
1621 Central Avenue
Cheyenne, WY 82001

and

JOSEPH L. PUTEGNAT
2658 Del Mar Heights Road, #412
Del Mar, CA 92014

DOCKET NO. 599793

RECEIVED
ATTORNEY GENERAL OF OHIO

JUN 30 2022

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 29 day of June, 2022, by Dave Yost, Attorney General of the State of Ohio ("Attorney General"), G4 Telecom, Inc. ("G4") and Joseph L. Putegnat.

WHEREAS, the Attorney General, having reasonable cause to believe that G4 has engaged in acts and practices which violate the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and the Telemarketing Sales Rule ("TSR"), 16 CFR 310, and having authority to investigate G4 pursuant to 15 U.S.C. 6103(a), 47 U.S.C. 227(g), R.C. 109.87, and R.C. 1345.06, and the common law of the State of Ohio, has conducted an investigation pursuant to the authority granted him, and;

WHEREAS, the Attorney General may, pursuant to R.C. 109.87(C)(8)(b) and R.C. 1345.06(F), terminate an investigation upon the acceptance of an Assurance of Voluntary Compliance, and;

WHEREAS, G4 voluntarily enters into this Assurance with the Attorney General as it intends and desires to comply with all aspects of consumer law, including but not limited to, the

provisions of the CSPA, its substantive rules under Chapter 109:4-3-01 et seq. of the Ohio Administrative Code ("Substantive Rules"), and the provisions of the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and the TSR, 16 CFR 310, *et seq.*

WHEREAS, in entering into this Assurance, the mutual objective of the parties is to resolve, without litigation, the Attorney General's claims under the TSR, via the Telemarketing and Consumer Fraud and Abuse Prevention Act, for preliminary and permanent injunctive relief, the potential claims for payment of damages and other penalties for carrying a single Robocall in violation of the TSR, and reimbursement of the Attorney General's costs and expenses related to the informal inquiry.

WHEREAS, the entry into this Assurance by G4 Telecom, Inc. is not an admission of liability or guilt with respect to the particular claims of any individual or class of consumers or the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

1. The "Effective Date" shall mean the date indicated on the first page of this Assurance.
2. By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of G4 and its business practices and actions occurring on or before the Effective Date of this Assurance.
3. By giving this written Assurance, G4 agrees to comply with all terms of this Assurance and to conduct business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its Substantive Rules, the TCPA and the TSR.

DEFINITIONS

For the purpose of this Assurance, the following definitions apply:

- A. **“Assurance”, “Attorney General”, “G4”, “CSPA”, “TCPA” and “TSR”** are defined as described above in the Preamble and Findings.
- B. **“Assisting and Facilitating”** means providing substantial assistance or support, including, among other conduct, providing consulting services, Lead Generation, or Telephony Services.
- C. **“Communication”** means any contact, whether formal or informal, between two or more Persons, at any time or place, and under any circumstances whatsoever, whereby information of any kind or nature was transmitted, transferred, disclosed, exchanged, or recorded. It includes, without limitation, any oral, written, and Electronically Stored Information that is opened or unopened, active, or deleted.
- D. **“Contribution”** means any donation, gift of money, or any other payment, consideration, or thing of value, including, without limitation, personally identifiable information or any other personal data.
- E. **“Customer”** means any Person for whom or for which G4, individually or through any agents, employees, affiliates, subsidiaries, corporations, or other business formations, provides or provided Telephony Services.
- F. **“DNC Registry”** means the National Do Not Call Registry maintained by the Federal Trade Commission (“FTC”).
- G. **“Electronically Stored Information”** means, without limitation, computer or electronic files stored on file servers, e-mail servers, work stations, desktops, hard drives, solid-state drives, cloud storage, personal digital assistants, smartphones (e.g., Blackberrys,

iPhones, Droids), tablets (e.g., iPads) and other mobile electronic devices, or other electronic social or industrial/business web-based media (e.g., Facebook®, Twitter®, LinkedIn®, Skype®, WhatsApp®, etc.), records, data, reports, and queries derived from or residing in applications and databases, computer printouts, contracts, cost sheets, data compilations from which information can be obtained, derived, or can be translated through detection devices or converted or translated into reasonably usable form, magnetic discs, magnetic strips, magnetic tape, recognition characters, microfiche, microfilm, optical characters, punched cards, punched paper tapes, audio tapes or recordings, or video tapes or recordings.

H. **“Industry Traceback Group”** means the Industry Traceback Group, a consortium conducting private-led efforts to trace back the origin of suspected unlawful Robocalls, or any successor consortium registered with the Federal Communications Commission (“FCC”) pursuant to Section 13 of the TRACED Act and 47 C.F.R. 64.1203.

I. **“Lead Generation”** means the assignment, creation, sourcing, sale, subscription, leasing, renting, distribution, provisioning, purchase, reselling, wholesaling, or transfer of any list or compilation of telephone numbers utilized or intended to be utilized for the purpose of generating or initiating Outbound Telephone Calls and/or Telemarketing.

J. **“Manually Dialed Call”** means a telephone call that is dialed by an individual who manually selects the telephone number to be called without the assistance of an automated dialer or similar device and without the use of any prerecorded message.

K. **“NANP”** means the North American Numbering Plan.

L. **“Outbound Telephone Call”** means a telephone call initiated to:

1. Induce the purchase of goods or services;
2. Solicit a Contribution;
3. Advertise or offer a loan or extension of credit; or
4. Obtain information, including, without limitation, through the arrangement of a meeting, that may be used to induce the purchase of goods or services, solicit a Contribution, or solicit a loan or extension of credit.

M. **“Person”** means any individual, group, organization, unincorporated association, limited or general partnership, corporation, subsidiary, affiliate, or other legal entity.

N. **“Prior Express Written Authorization”** means, prior to the origination, termination, routing, or transmission of any telephone call, including a Robocall, to any Person, the caller has received an express, written authorization from the call recipient whereby the call recipient has expressly agreed to receive such telephone calls in a written Communication created by that call recipient and directly addressed and sent to the caller; for the avoidance of doubt, any such authorization derived from an internet search, from an online consent form, from any form of Lead Generation, or from any third party is not sufficient to qualify as a Prior Express Written Authorization under this Order.

O. **“Robocall(s)”** means a telephone call that delivers artificial or prerecorded voice messages, in whole or in part, including, without limitation, telephone calls utilizing soundboard technology and ringless voicemail messages, whether acting directly or through an intermediary.

P. **“STIR/SHAKEN Authentication Framework”** means the Secure Telephone Identity Revisited and Signature-based Handling of Asserted Information Using Tokens

standards. *See* 47 U.S.C. § 227b.

Q. **“Telemarketing”** means any plan, program, or campaign that is conducted to generate or initiate Outbound Telephone Calls by use of a telephone or VoIP-related technology and which involves a telephone call.

R. **“Telephony Services”** means wireline or wireless telecommunications services, including, without limitation:

1. the dialing, origination, termination, routing, or transmission of any telephone calls made over a public switched telephone network;
2. VoIP Services;
3. electronic messaging services;
4. ringless voicemail messages; or
5. any other common carriage, telecommunications, or information services.

S. **“Traceback Request”** means any request to determine the source of a Robocall and/or the voice service providers that dialed, originated, transmitted, or routed a Robocall, which request was made by:

1. A telecommunications carrier or voice service provider;
2. The Industry Traceback Group;
3. A law enforcement agency; or
4. Any other industry organization comprised of telecommunications carriers and/or voice service providers that seek to combat and reduce unlawful Robocalls.

T. **“Unassigned Number”** means any caller ID number for which the administrator of NANP has never opened: (1) the NPA area code for carrier number assignments or (2) the NPA-NXX central office code for carrier number assignments.

U. **“U.S. Point Of Entry”** means the first downstream voice service provider allowing traffic onto the U.S. Public Switched Telephone Network that was originated outside the U.S.

V. **“VoIP”** means Voice over Internet Protocol.

W. **“VoIP Services”** means (1) one-way or interconnected VoIP telephony services, including, without limitation, the origination, termination, routing, or transmission of telephone calls made over a public switched telephone network and which requires VoIP-related technology and (2) the resale, assignment, licensing, or provisioning of telephone numbers, including, without limitation, telephone numbers associated with direct inward dialing.

BACKGROUND AND STATEMENT OF FACTS

1. G4. is a Wyoming Corporation in the telecom industry with a principal office and mailing address of 1621 Central Avenue, Cheyenne, WY 82001.
2. At all times relevant to this Assurance, Joseph L. Putegnat was the sole director, shareholder, owner, and operator of G4. Joseph L. Putegnat's mailing address is 2658 Del Mar Heights Road, #412, Del Mar, CA 92014.
3. G4 and Joseph L. Putegnat are alter egos. Mr. Putegnat owns, manages and controls all significant operations of G4. For purposes of this Assurance, “G4.” refers to both G4 Telecom, Inc. and Joseph L. Putegnat.
4. G4 is a “supplier” as that term is defined in R.C. 1345.01(C) as it has been, at all times relevant herein, engaged in the business of effecting consumer transactions by carrying voice calls through voice over internet protocol to individuals in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

5. In 2020, the Attorney General, along with other state and federal law enforcement agencies, began working with a trade association, USTelecom, on developing the ability to trace Robocalls to their ultimate sources through a coalition of voice service providers (“VSPs”) it leads, called the Industry Traceback Group (“ITG”). In December 2019, Congress enacted the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act (“the TRACED Act”) to combat the scourge of unlawful Robocalls. See, Pub. L. No. 116-105, § 13(d), 133 Stat. 3274 (2019). Following its enactment, the FCC designated the ITG as the official traceback consortium charged with leading the telecommunications industry’s efforts to trace the origin of suspected unlawful Robocalls through various telecommunications networks through tracebacks.

6. A traceback identifies each of the VSPs through which the call passed when it traveled from the originating service provider (caller’s provider) to the terminating provider (call recipient’s provider).

7. Upon receipt of specific information from a law enforcement agency with a reasonable basis to believe a Robocall was unlawful, the ITG will attempt to trace the unlawful Robocall to its ultimate source by working backwards from the telephone call recipient’s VSP through the chain of VSPs until they reach the ultimate source.

8. Each traceback identifies an unlawful Robocall that is part of a campaign, or a group of calls with identical or near identical messaging as determined by the content and calling patterns.

9. The ITG writes in its Policies And Procedures that one campaign represents hundreds of thousands or millions of calls.

10. The ITG indicated that it traced unlawful Robocalls that were carried by G4 and terminated in Ohio. These calls were traced to foreign sources and identified G4 as the point of entry into the United States’ telecommunication networks. The ITG indicates that the suspected Robocalls that

ultimately terminated to a phone number with an Ohio area code were accepted by G4 onto its network and then G4 passed that Robocall onto another United States (U.S.) VSP. This information was voluntarily provided to the ITG by G4 as part of its ongoing cooperation with the ITG.

11. The ITG also traced unlawful Robocalls that were carried by G4 and originated from a number with an Ohio area code. The ITG indicates that the suspected Robocalls that originated from a phone number with an Ohio area code were accepted by G4 onto its network and then G4 passed that Robocall onto another U.S. VSP. This information was voluntarily provided to ITG by G4 as part of its ongoing cooperation with the ITG.

12. Between June 2020 and March 2021, G4 attempted 179,858,692 calls to numbers with Ohio area codes from Virtual Telecom KFT/Mobi Telecom, LLC (one of G4 Telecom, Inc.'s many Customers). A total of 63,286,549 of those calls were transferred to 9,159,189 unique numbers with Ohio area codes that were listed on the DNC Registry. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. Thus, in this time period, 35.19% of calls that G4 carried with numbers with Ohio area codes from Virtual Telecom KFT/Mobi Telecom, LLC and passed on to another U.S. VSP were listed on the DNC Registry. This information was voluntarily provided to the Attorney General by G4 in response to a subpoena request.

13. Between May 29, 2020 and March 12, 2021, G4 carried unlawful Robocall traffic from its Customer Icon Global Services Limited that ultimately terminated to a number with an Ohio area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. These Robocalls were part of a suspected government imposter scam.

14. Between June 20, 2020 and March 12, 2021, G4 Telecom, Inc. carried unlawful Robocall traffic from its Customer Cherry Voice, Inc., that ultimately terminated to a number with an Ohio

area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. These Robocalls were part of a suspected credit card interest rate reduction scheme.

15. Between June 23, 2020 and March 12, 2021, G4 carried unlawful Robocall traffic from its Customer Articul8 that ultimately terminated to a number with an Ohio area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. These Robocalls were part of a suspected government imposter scam.

16. Between February 2, 2021 and November 22, 2021, G4, was the U.S. Point Of Entry and carried unlawful Robocall traffic from its Customer 6409024 Canada, Inc. that ultimately terminated to a number with an Ohio area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. G4 and 6409024 Canada, Inc. did not enter into a written contract for this engagement and G4 accepted a prepayment for the service. These Robocalls were part of a suspected government imposter scam.

17. Between June 14, 2021 and September 1, 2021, G4 was the U.S. Point of Entry and carried unlawful Robocall traffic from its Customer Axistel that ultimately terminated to a number with an Ohio area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. G4 and Axistel did not enter into a written contract for this engagement and G4 accepted a prepayment for the service. These Robocalls were part of a suspected government imposter scam.

18. Between August 31, 2021 and October 18, 2021, G4 carried unlawful Robocall traffic from its Customer PZ Telecom that ultimately terminated to a number with an Ohio area code. G4 Telecom, Inc. then passed those calls onto another U.S. VSP. G4 and PZ Telecom did not enter into a written contract for this engagement and G4 accepted a prepayment for the service. These Robocalls were part of a suspected government imposter scam.

19. The facts set forth above violate the TSR. The TSR prohibits any person from “providing substantial assistance or support to any seller or telemarketer when that person knows or consciously avoids knowing that the seller or telemarketer is engaged in any act or practice that violates §§ 310.3(a), (c) or (d), or § 310.4 of this Rule.” 16 C.F.R. § 310.3 (b). Pursuant to the Telemarketing and Consumer Fraud and Abuse Prevention Act, state attorneys general may bring enforcement actions against violators of the TSR on behalf of their residents. 15 U.S.C. § 6103.
20. By accepting unlawful Robocalls onto its network and causing them to be sent, directly or indirectly, to an Ohio resident, G4 Telecom, Inc. violated the TSR.
21. Upon learning of these violations by G4, the Attorney General initiated this investigation into G4 Telecom, Inc.
22. G4 Telecom, Inc. responded to the Attorney General’s investigation inquiries promptly and indicated that it is seeking to comply with Ohio and federal law, mitigate Robocall traffic via telephone and cooperate with the Attorney General.

COMPLIANCE PROVISIONS

23. As defined in Paragraph 3 of the Assurance, these compliance measures apply to G4 Telecom, Inc. and Joseph L. Putegnat doing business under the name G4 Telecom, Inc. or any other name, the officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association.
24. G4 and Joseph L. Putegnat, doing business under the name G4 Telecom, Inc. or any other name, the officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate

device, partnership or association shall not engage or cause others to engage in assisting and facilitating others engaging in violating the TSR, 16. C.F.R. Part 310.

25. To the extent that G4 may have engaged in any alleged abusive, unfair or deceptive business practices in the State of Ohio, including any violations of the TSR, G4 shall immediately cease and desist any and all such practices and shall not engage in such practices going forward.

26. G4 Telecom, Inc. shall not provide any VoIP Business Services, including, but not limited to, Telephony Services, access to its telecommunications networks or the provision of telephone numbers, to any new or prospective Customer without first engaging in a reasonable screening of such Customer. For all Customers, such reasonable screening must recur annually. Such reasonable screening must include, but not be limited to, obtaining from each prospective or current Customer the following information:

A. For Customers who describe their business as involving telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions:

1. obtaining the prospective Customer's:

- i. Subscription Account Number for accessing the DNC Registry; and
- ii. documentation of its internal policy requiring that none of its telephone calls be placed to persons registered on the DNC Registry, unless the Customer can provide evidence of an express written agreement the Customer obtained from the person to be called; and

2. determining whether the Customer uses prerecorded messages. For any such Customer that uses prerecorded messages, G4 Telecom, Inc. must ask

the Customer for evidence of express written agreement the Customer obtained from each person called.

B. For Customers who describe their business as involving VoIP Business Services, obtaining the prospective Customer's:

1. Universal Service Fund registration number;
2. Federal Communications Commission ("FCC") Registration Number; and
3. latest FCC Form 499 filing, provided, however, if the Customer is foreign or has foreign ownership, then the latest FCC Form 214 filing, the contents of which G4 Telecom, Inc. is authorized to rely upon.

C. The name of the principal(s) and controlling person(s) of the entity, and person(s) with a majority ownership interest in the entity;

D. The name of the entity's employee responsible for compliance with the state and federal laws governing telemarketing, telephone calls to solicit the purchase of goods or services or charitable or political contributions, and the use of prerecorded messages and automated dialing and the Customer's compliance efforts or policies for such laws;

E. A list of all business and trade names, fictitious names, DBAs and internet websites under or through which the Customer has transacted business;

F. Each physical address at which the Customer has conducted business in the past five years or will conduct the business(es) throughout the duration of the time G4 is providing services to the Customer;

G. The billing address and email address associated with the Customer's means and source of payment for G4's services, as well as the name of the person or entity paying for G4 Telecom, Inc.'s services;

H. The primary contact telephone number and email used by the Customer;

I. The Customer's federal taxpayer ID number;

J. The Customer's state or county of incorporation;

K. The names of trade and bank references;

L. Whether G4 Telecom, Inc. has received subpoenas, civil investigative demands, or other inquiries from a law enforcement agency, and internal or other VSP complaints or inquiries about the Customer;

M. Whether G4 or the ITG has ever identified the Customer through tracebacks initiated by the ITG or law enforcement agencies and determined that it is

1. the originating source of such calls;
2. the VSP providing VoIP Business Services that originated the call; or
3. the VSP providing VoIP Business services that accepted the call onto its network from a foreign VSP and then passed the Robocall onto another US VSP. To the extent the ITG has identified a Customer of G4 through a traceback and made a determination as set forth herein, such information must have been shared with, been accessible to or otherwise communicated to G4.

N. Whether the Customer (including the principal(s), controlling person(s) of the entity, and any person with a majority ownership interest in the entity) has ever had an adverse judgment against them arising out of a civil lawsuit relating to the

use of telecommunications networks, including, without limitation, anything related to VoIP Business Services or Robocalls, or been the subject of any law enforcement action by any local, state or federal agency and such lawsuit or action is publicly accessible through the reasonable efforts of G4 Telecom, Inc.;

O. Whether the Customer, if such a Customer is a VSP, has received a warning, notice or other correspondence from a federal or state agency warning of any repercussions for continued violations related to VoIP Business Services and/or Robocalls; and

P. Whether the Customer, if such Customer is a VSP, has implemented the STIR/SHAKEN Authentication Framework or has a documented and approved (by its requisite corporate authority) plan to implement the STIR/SHAKEN Authentication Framework.

27. Taking reasonable steps to review and assess the accuracy of the information provided pursuant to Paragraph 26 of this Assurance, including but not limited to:

- A. reviewing the internet websites hosted or maintained by the Customer;
- B. reviewing public databases hosted by state governments that contain information about the incorporation of business entities;
- C. reviewing the FCC's website that publishes Universal Service Fund registration numbers, and reviewing any forms filed with the FCC pursuant to Paragraph 26(B) of this Assurance;
- D. searching the FTC's website to determine if the Customer or its control persons have been the subject of FTC enforcement action;

- E. reviewing all subpoenas, civil investigative demands, other inquiries from a law enforcement agency, and internal complaints or inquiries about the Customer and its controlling persons that are publicly accessible through the reasonable efforts of G4;
 - F. performing reasonable internet searches about the Customer and its controlling persons;
 - G. matching the address provided pursuant to Paragraphs 26(F) and (G) of this Assurance;
 - H. closely reviewing express written agreements provided authorizing telephone calls utilizing prerecorded messages;
 - I. reviewing the Customer's compliance efforts pursuant to subsection Paragraph 26(D) of this Assurance;
 - J. applying stricter scrutiny when reviewing foreign Customers;
 - K. monitoring public notices and other correspondences made publicly available by federal agencies regarding VSPs allegedly in violation of federal law regarding Robocalls; and
 - L. monitoring any database or portage to which The ITG grants G4 access to in regards to tracebacks of Robocalls.
28. G4 further agrees to terminate a current Customer, or refrain from entering into any business relationship with a prospective Customer, if a review under this Assurance reveals that:
- A. The Customer is engaging in telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions without (1) a Subscription Account Number for accessing the DNC Registry and (2) documented internal policies requiring that none of its telephone calls be placed to persons registered on the DNC Registry;

- B. The Customer is engaging in telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions while utilizing prerecorded messages and does not provide evidence of express written agreement the Customer obtained from each person called;
- C. The Customer is offering VoIP Business Services without a current FCC Form 499 or 214 filing, as applicable and/or G4 determines there are any irregularities or contradictory information when reviewing the prospective Customer's (1) Universal Service Fund registration number, (2) FCC Registration Number, and (3) latest FCC Form 499 or Form 214 filing, as applicable;
- D. A foreign Customer engages in telemarketing or telephone calls into the United States to solicit the purchase of goods or services or charitable or political contributions while utilizing prerecorded messages;
- E. The Customer states it does not have a taxpayer ID number;
- F. The Customer states that it does not have an employee responsible for compliance with state and federal laws and/or does not have compliance efforts or policies for such laws;
- G. The addresses provided pursuant to Paragraphs 26(F) and (G) of this Assurance do not match;
- H. To G4's knowledge, other than a traceback request, the Customer has been the target of a subpoena, civil investigative demand, or other inquiry from a law enforcement agency;
- I. The Customer describes its business as involving telemarketing or telephone calls to solicit the purchase of goods or services or charitable or political contributions and

engages in and is the originating source of 5,000 or more telephone calls in one day utilizing prerecorded messages and does not provide G4 with prior notice of such a telephone call campaign and a copy of the prerecorded message utilized in the telephone call campaign;

J. The Customer describes their business as involving VoIP Business Services or any services related to a VSP, 15% or more of the telephone calls it terminates onto G4's network in one day last less than six seconds, and G4, upon reasonable inquiry, determines that such calls represent unlawful Robocall activity;

K. To G4's knowledge, the Customer (including the principal(s), controlling person(s) of the entity, and any person(s) with a majority ownership interest in the entity) has had an adverse judgment against it arising out of a civil lawsuit relating to the use of telecommunication networks, including, without limitation, anything related to VoIP Business Services or Robocalls; or been the subject of any law enforcement action by any local, state, or federal agency as a result of its business practices, unless directed otherwise by any such law enforcement agency and only for the period of time requested by such law enforcement agency;

L. If the Customer is a VSP and it has not implemented the STIR/SHAKEN Authentication Framework and does not have a documented and approved (by its requisite corporate authority) plan to implement the STIR/SHAKEN Authentication Framework;

M. The Customer has provided false, inaccurate or misleading information in response to G4's screening process pursuant to Paragraph 26 of this Assurance; or

N. The Customer refuses to provide any of the information described in Paragraph 26 of this Assurance.

29. G4 shall also immediately terminate, or refrain from entering into, a business relationship with a Customer if G4 becomes aware or obtains any information suggesting that the Customer is engaging in conduct prohibited in this Assurance.
30. If, following G4's termination of a business relationship with a Customer pursuant to Paragraph 28 of this Assurance above, G4 Telecom, Inc. may petition the Attorney General in writing to resume a business relationship with the terminated Customer and the Attorney General may grant such petition, in its sole discretion, if and only if the terminated Customer enters into and executes an Assurance of Voluntary Compliance with the Attorney General on terms the Attorney General deems satisfactory in its sole discretion.
31. G4 agrees to provide the Attorney General with a written report upon request by the Attorney General (with such request only to be made once per a twelve-month period) within fourteen days summarizing the results of its requirements in this Assurance and to meet with the Attorney General in person, via telephone or via electronic teleconferencing technology, to discuss its written report if the Attorney General requests such a meeting.

COOPERATION

32. G4 and Joseph L. Putegnat shall fully cooperate with the Attorney General in this case, in any investigation related to or associated with the transactions or the occurrences that are the subject of this investigation. G4 and Joseph L. Putegnat must provide truthful and complete information, evidence (including any and all documents and other records), and testimony. G4 and Joseph L. Putegnat must appear for interviews, discovery, hearings, trials and any other proceedings that the Attorney General may reasonably request upon seven (7) days written notice, or other reasonable notice, at such places and times as the Attorney General may designate, without the service of a subpoena.

33. Further, to assist the Attorney General with any investigation related to or associated with the transactions or the occurrences that are the subject of this investigation, and with monitoring of G4Telecom Inc's compliance with this Assurance, G4Telecom Inc. and Joseph L. Putegnat consent, for purposes of the Electronic Communications Privacy Act, to the disclosure, by electronic communications service providers and remote computing service providers of the contents of or Communications regarding any auto-dialed, telemarketing or prerecorded telephone calls or Communications with Customers regarding services provided by G4 and/or Joseph L. Putegnat further agree to execute, within five (5) days of a request from the Attorney General, any forms or other documentation evidencing consent that may be required by such electronic communications service providers or remote computing service providers.

RECORD RETENTION

34. G4 further agrees that the company retains all records currently in its possession, including, without limitation, contracts, call detail records, invoices and Communications. Specifically, for any business of which Joseph L. Putegnat is a majority owner or controls directly or indirectly, including without limitation, G4 and any subsidiaries or affiliates thereof, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold, including Telephony Services;
- B. Records of all contracts, service agreements, invoices and sales agreements with each Customer, client, supplier or vendor, including any Communications related thereto;
- C. Personnel records showing, for each individual providing services, whether as an employee or otherwise, that individual's name, address(es), telephone number(s), job title or position, dates of service, and (if applicable) reason for termination;

- D. Records of reviews of Customers, terminations of Customers, and denials of service to prospective Customers, including documentation of the review process, procedures, implementation, status and outcome;
- E. All formal written requests from law enforcement agencies, subpoenas, civil investigative demands, search warrants, Traceback Requests and related records and other complaints about unwanted, fraudulent or abusive Telemarketing or autodialed telephone calls, and all responses thereto;
- F. All call detail records for any Customer engaged in Telemarketing and/or initiating or generating Robocalls and all such call detail records must be retained for at least two (2) years;
- G. Records of all provisioning and/or assigning of telephone numbers, including the dates provisioned or assigned to G4 and/or its companies and the dates such party provisioned or assigned to third parties; and
- H. All records necessary to demonstrate full compliance with each provision of this Assurance, including all submissions to the Attorney General.

GENERAL PROVISIONS

- 35. This Assurance shall be governed by the laws of the State of Ohio.
- 36. G4 and Joseph L. Putegnat understand and agree that this Assurance applies to any related owners, agents, representatives, employees, independent contractors, successors and assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, association, or affiliation.

37. This Assurance is entered into on behalf of G4 of its own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.

38. This Assurance does not constitute an approval by the Attorney General of any of G4's business practices, and G4 shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of G4's business practices.

39. This Assurance sets forth the entire agreement between the Attorney General and G4 and supersedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the parties, subject to any further requirements under state law.

40. The Parties acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

41. This Assurance shall in no way exempt G4 from any other obligation imposed by law, and nothing contained herein shall relieve G4 of any legal responsibility for any acts or practices engaged in other than those specifically addressed by this Assurance.

42. Nothing in this Assurance shall in any way preclude the Attorney General from commencing any future investigative or enforcement action(s) against G4 under any legal authority granted to the Attorney General:

A. with respect to the transactions which are the subject of this enforcement action if the terms of this Assurance are not fully met; or

B. with respect to transactions or occurrences which are not the subject of this Assurance.

43. This Assurance constitutes a public record and shall be placed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).

PAYMENT TO THE STATE

44. As part of the consideration for the termination of this investigation, G4 shall, on or before August 1, 2022, pay Twenty Thousand Dollars (\$20,000.00) to the Attorney General as reimbursement for investigative and administrative costs associated with this matter. This payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided in R.C. 1345.51.

45. This payment shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office" and containing "Docket 599793" in the memo line, to:

**Financial Specialist
Consumer Protection Section
30 E. Broad St., 14th Fl.
Columbus, OH 43215**

46. G4 is hereby notified that if it fails to timely make the payment set forth in Paragraph 30 above that the unpaid amount may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

PENALTIES FOR FAILURE TO COMPLY

47. The Attorney General may assert any claim that G4 has violated this Assurance in a separate civil action to enforce the terms of this Assurance against G4, or to seek any other relief

afforded by law, including any and all remedies available to the Attorney General under R.C. 109.87 and R.C. 1345.07.

48. G4 and Joseph L. Putegnat acknowledge and agree that they will not, in any action filed by the Attorney General after any violation of this Assurance by G4, raise any applicable time-related or statute of limitation defense, either in law or equity, relating to activities in connection with the current Attorney General investigation, except for any cause of action already barred as of the Effective Date, which shall remain barred, unless otherwise preserved.

49. Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation by G4 of the CSPA and its Substantive Rules, the TSR, or the TCPA. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, if presented after the violation in an action brought under the CSPA.

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

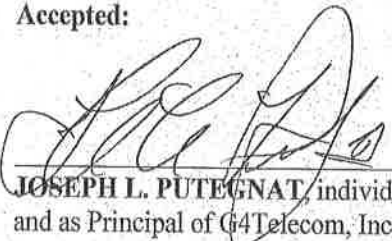
**DAVE YOST
OHIO ATTORNEY GENERAL**

By 

Date: June 29, 2022

KEVIN R. WALSH (0073999)
Associate Assistant Attorney General
CHRISTOPHER J. BELMAREZ (0101433)
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615 W. Superior Avenue, 11th Floor
Cleveland, OH 44113
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Kevin.Walsh@ohioago.gov
ChristopherJ.Belmarez@ohioago.gov

Accepted:


JOSEPH L. PUTEGNAT, individually
and as Principal of G4Telecom, Inc.

Date: 6-28-2022

