

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
SYRACUSE REGIONAL OFFICE

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In the Matter of an

**Investigation by LETITIA JAMES,**  
**Attorney General of the State of New York, of**

Assurance No. 22-079

JPay LLC, a wholly owned subsidiary of Securus  
Technologies, LLC and Aventiv Technologies, LLC,

Respondent.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York ("NYAG") commenced an investigation pursuant to Executive Law § 63(12) and General Business Law ("GBL") Article 22-A into the advertising and business practices of JPay LLC in New York State. This Assurance of Discontinuance ("Assurance") contains the findings of the NYAG's investigation and the relief agreed to by the NYAG and Respondent, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the "Parties").

**NYAG's FINDINGS**

1. JPay LLC (hereinafter "JPay" or "Respondent") is an active foreign limited liability company that partners with correctional facilities to provide services for incarcerated individuals and their friends and families.
2. JPay registered with the New York State Department of State, Division of Corporations, on January 14, 2020. JPay's mailing address and principal place of business is 3450 Lakeside Drive, Suite 100, Miramar, Florida 33027.
3. JPay previously operated as JPay, Inc., which was incorporated in the State of

Delaware on January 24, 2003. JPay, Inc. is currently inactive, with its status terminated as of January 14, 2020. JPay Inc.'s headquarters were located at 10981 Marks Way, Miramar, Florida.

4. JPay is a wholly owned subsidiary of Securus Technologies, LLC (hereinafter "Securus"). The address of the principal executive office for Securus is 4000 International Parkway, Carrollton, Texas.

5. Aventiv Technologies, LLC (hereinafter "Aventiv") is the parent company of Securus and JPay. Aventiv is located at 4000 International Parkway, Carrollton, Texas.

6. David Abel is currently the President and Chief Executive Officer of Securus and Aventiv.

7. JPay advertises, promotes and sells media and communication services to incarcerated individuals (hereinafter "consumers") and their families.<sup>1</sup>

8. Since at least 2019, JPay has provided tablet-based technology services to consumers housed in correctional and/or treatment facilities owned and operated by the New York State Department of Corrections and Community Supervision ("DOCCS"). DOCCS operates 44 correctional and/or treatment facilities that house approximately 30,500 individuals.

9. Consumers incarcerated in DOCCS facilities (hereinafter "DOCCS Consumers") are provided free access to media tablets that can be used to purchase music, videos and other media. DOCCS Consumers can also use the tablets to communicate with approved family and friends using a secure messaging system ("Secure Messages").

10. DOCCS Consumers' friends and family members utilize JPay services as well, in order to communicate with DOCCS Consumers.

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<sup>1</sup> JPay also provides money transfer services for consumers and their families, as well as release debit cards for parolees and probationers. This agreement solely relates to JPay's media and communication services offered at the New York State Department of Corrections and Community Supervision facilities.

11. As part of its contract with DOCCS, JPay offers free JP5S media tablets (hereinafter “JP5 Tablets”) to DOCCS Consumers.<sup>2</sup> Each DOCCS Consumer is also provided a set of earbuds and a charger; however, replacement accessories must be purchased from JPay. Since the JP5 Tablets are loaned, they must be returned to JPay when the DOCCS Consumer is released from the DOCCS facility.<sup>3</sup>

12. To utilize JPay’s services, DOCCS Consumers must transfer funds from their incarcerated individual trust account to create a kiosk media account. This media account is used to purchase, *inter alia*, music, movies and games. Purchased products can be downloaded onto the JP5 Tablet only when the JP5 Tablet is connected to a JPay kiosk. DOCCS Consumers and their friends and families may also purchase communication services (“stamps”) in order to send Secure Messages and/or “Snap N Send” messages to their loved ones.

13. JPay has configured its services in DOCCS facilities to allow DOCCS Consumers up to five 15-minute kiosk sessions per day. Each DOCCS facility establishes the times during which DOCCS Consumers can access the kiosks and the number of times they can access a kiosk per day.

14. When DOCCS Consumers need technical support with their JP5 Tablet, they must address the problem with JPay by filing a complaint (“trouble ticket”) at the kiosk.<sup>4</sup> DOCCS Consumers are prohibited from filing more than one trouble ticket at a time and must wait until a

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<sup>2</sup> JPay has contracted to provide DOCCS with JP5 tablets. This model is becoming outdated and is no longer manufactured new. JPay and DOCCS are presently in discussions to provide next generation tablets to DOCCS facilities.

<sup>3</sup> JPay provides DOCCS Consumers, at no cost, with a mechanism to retain all of their purchased games and music upon release from a DOCCS facility.

<sup>4</sup> If or when JPay contracts with DOCCS to provide upgraded infrastructure technology that includes a secure wifi system, the newer model tablets will be capable of performing many functions without DOCCS Consumers physically connecting their tablet to a kiosk. For example, DOCCS Consumers’ trouble tickets could be filed online from their housing unit.



ticket is resolved, or cancel their pending ticket, before filing another. JPay strives to respond to each trouble ticket from DOCCS Consumers within 7 days.

15. Since 2019, the NYAG has received more than 540 DOCCS Consumer complaints against JPay. The complaints are very similar, with hundreds of DOCCS Consumers reporting that the free JP5 Tablets and/or replacement JP5 Tablets that they receive from JPay for communication and/or media services, *inter alia*: a) are not timely shipped or received and/or; b) are defective and cannot download and/or replay the purchased items, and/or; c) do not keep a charge and/or; d) have batteries that swell and/or rapidly overheat. DOCCS Consumers also repeatedly complain that JPay fails to: a) honor requests for refunds when purchased music and videos fail to download and/or; b) timely ship promised replacement JP5 Tablets and/or charging devices and/or; c) reinstate Secure Messages and photographs that become unavailable after technical issues and/or systems updates, and/or d) provide effective and/or timely customer service and/or technical support.

16. The NYAG served a subpoena on JPay in October 2021. Since then, JPay has made progress reducing the turn-around time for complaint resolution.

#### Deceptive Acts and Practices and False Advertising

17. GBL § 349 prohibits deceptive acts and practices in the conduct of business. GBL § 350 prohibits false advertising.

18. On its website, [www.JPay.com](http://www.JPay.com), JPay promotes itself as “a highly trusted name in corrections because [it offers] a fast and secure method of sending money, convenient and function-rich communications services, innovative technologies and affordable entertainment options [...]. JPay also states that, since 2001, it has “prided itself on excellent customer service.”

19. JPay markets to friends and family members of DOCCS Consumers, promising them that JPay's services will make it easy for their loved ones to send and receive Secure Messages, eCards and VideoGrams, advance their education with course material, podcasts and eBooks, access and purchase music, play games and rent movies, and read the daily news.

20. Based on the over 540 complaints received, the NYAG finds that JPay repeatedly failed to deliver services to DOCCS Consumers as described in their advertising and contracts. A significant number of the JP5S Tablets have issues with functionality, leaving DOCCS Consumers unable to fully utilize the items they purchased (music, games and videos) and/or fully communicate with their friends and family and/or view their saved Secure Messages and pictures.

21. Furthermore, JPay repeatedly failed to respond to DOCCS Consumers' trouble tickets in a timely and efficient manner. JPay's initial response is to provide DOCCS Consumers with generic troubleshooting tips including, for example, instructions to download the system upgrade and/or to reboot the device. Many DOCCS Consumers do not find this response helpful as they have previously tried these generic fixes. As such, many DOCCS Consumers had to file second trouble tickets about the same problem. Since there is often a delay between the filing of a trouble ticket and JPay's response, numerous DOCCS Consumers have been left without functioning devices and/or monetary refunds for extended periods.

22. Based on the above, the NYAG considers JPay's advertising and business practices for the media services offered at DOCCS to be deceptive and misleading.

23. Frustrated with JPay's delays, DOCCS Consumers have filed more than 540 complaints with the NYAG since 2019. Once the NYAG begins the mediation process, JPay promptly resolves the consumers' complaints.

24. By reason of the foregoing, the NYAG alleges that JPay has repeatedly engaged in conduct that violates GBL §§ 349 and 350, which prohibits deceptive business practices and false advertising. As such, the NYAG finds that JPay has repeatedly violated Executive Law § 63(12).

25. JPay neither admits nor denies the NYAG's Findings in paragraphs 1-24 above.

26. JPay agrees to this Assurance in settlement of the violations found by the NYAG as described above, and to avoid the time, expense, and distraction of litigation.

27. The NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

28. THEREFORE, the NYAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) and GBL §§ 349-350.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties, that

#### **RELIEF**

##### General Injunction:

29. JPay shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to GBL §§ 349 and 350, and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the NYAG thereafter may commence the civil action or proceeding contemplated in paragraph 28, *supra*, in addition to any other appropriate investigation, action, or proceeding.

30. All terms set forth herein are expressly limited to consumers of JPay's services located at or associated with DOCCS facilities.



Programmatic Relief:

31. JPay shall ensure that all statements, representations and/or claims on its website and/or any other marketing or promotional materials, directed at DOCCS Consumers are accurate and not false or misleading.

32. JPay shall clearly and conspicuously disclose all terms and conditions in its Terms of Service to DOCCS Consumers prior to soliciting payment or charging an account, including all disclaimers and policies regarding refunds, returns, cancellation and warranty. JPay shall abide by its disclosed policies.

33. JPay shall clearly and conspicuously disclose to DOCCS Consumers the time frame for shipment of new media devices to DOCCS.<sup>5</sup>

34. JPay shall clearly and conspicuously disclose the circumstances under which replacement media devices will be approved, and the time frame for shipment and delivery to DOCCS.

35. JPay shall resolve all trouble tickets within 14 days of receipt, including, if applicable, the processing of refund requests and shipping replacement devices or other equipment to DOCCS. Acknowledgement of a DOCCS Consumer trouble ticket and preliminary instructions to upgrade and/or reboot the device shall be automatically provided to DOCCS Consumers upon initial receipt of the complaint, and shall not extend the 14 day deadline for resolution.

36. JPay shall make available to DOCCS Consumers Secure Messages and attachments that are archived due to a system upgrade or other technological failure within 14 days of notification the incident. If Secure Messages and attachments cannot be retrieved within

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<sup>5</sup> The NYAG acknowledges that JPay does not have control of the delivery timeframe after a tablet arrives at a DOCCS facility.

the 14 day period, JPay shall notify the DOCCS Consumer of the reason why and, if possible, provide the DOCCS Consumer with an expected delivery date of their data.

37. JPay shall allow DOCCS Consumers to submit multiple trouble tickets at a time, as long as each trouble ticket pertains to a separate category of complaint, including but not limited to, music, games, movies, email and hardware (battery, charger and/or headphones).

Notwithstanding the foregoing, JPay may limit DOCCS Consumers who have violated JPay's trouble ticket policies to one complaint at a time.

38. JPay shall ensure that the kiosks at DOCCS facilities are properly maintained, and that technical support is available. JPay shall ensure that there are four site technicians dedicated to DOCCS facilities. JPay shall promptly repair malfunctioning kiosks pursuant to the terms of the contract between DOCCS and JPay.

39. JPay shall, within 60 days of the Effective Date of this Assurance, employ at least 11 customer service representatives who shall be assigned to exclusively handle DOCCS Consumer complaints. However, in the event there are not a sufficient number of trouble tickets from DOCCS Consumers to occupy all 11 dedicated customer service representatives, a customer service representative may be assigned to handle a trouble ticket from a different account. Representatives shall not be assigned to trouble tickets from different accounts when there are pending DOCCS Consumer trouble tickets.

40. In addition to the site technicians who perform maintenance work at DOCCS facilities (such as repairing keyboards, rebooting servers, and installing synch cables) and customer service representatives, JPay shall, within 60 days of the Effective Date of the Assurance, employ at least 10 ("site reps") to handle Level 2 complaints at the 9 Hubs.<sup>6</sup> Each site

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<sup>6</sup> A "Hub" is a group of DOCCS' correctional facilities located in one general region. There are 44 correctional facilities in New York State which comprise 9 Hubs.



rep shall handle the facilities located within their assigned Hub; however, two site reps shall be assigned to the Wende Hub due to the number of facilities and geographic disbursement. Each site rep shall visit their assigned facilities at the request of an authorized DOCCS representative. The site reps shall handle technical support matters and Level 2 complaints, including problems not resolved after resolution of the DOCCS Consumers' trouble tickets.

41. JPay shall provide training to its employees who provide customer service to DOCCS Consumers, upon hiring and annually thereafter, detailing JPay's customer service policies and procedures for internal handling of DOCCS Consumer complaints. Such training shall cover, *inter alia*, contract terms and conditions, required disclosures and all refund, replacement and cancellation policies. JPay shall maintain records of employee attendance for a three year period.

42. JPay shall utilize appropriate software to track and manage DOCCS Consumers' orders, complaints, refunds and shipment of replacement devices.<sup>7</sup>

43. JPay shall monitor all DOCCS' complaints to ensure compliance with the time frame for resolution as set forth above, in paragraphs 33 and 34, *supra*.

44. JPay shall, on a quarterly basis, review all DOCCS' complaints for patterns or ongoing issues and take proactive steps to resolve such matters.

45. JPay represents and warrants that all DOCCS Consumer complaints filed with the NYAG and received by JPay more than 14 days prior to the Effective Date of this Assurance have been resolved. JPay represents that it has replaced or repaired each defective media device and/or provided credits or refunds to each DOCCS Consumer's media account for music, games or other media purchases that failed to function properly.

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<sup>7</sup> Such tracking and management will not extend to tracking items once JPay has delivered them to DOCCS.

46. Within 45 days of the Effective Date of this Assurance, JPay agrees to provide 100 free stamps to every DOCCS Consumer incarcerated in a DOCCS facility as of the Effective Date of this Assurance. JPay represents that providing 100 free stamps (value \$17.00) confers a value of over \$500,000 on New York State consumers. The recipients will be determined using a list agreed to by JPay and the NYAG.

47. Due to the unusual and unique service environment at DOCCS and the anticipated transition from kiosk tethered tablets to a WiFi enabled platform (the "Unity Platform"), JPay's obligations under paragraphs 38, 39, and 40 of this Assurance will expire thirty-six (36) months after DOCCS agrees in writing that the Unity Platform has been fully installed and has replaced the tethered kiosk system at DOCCS (hereinafter the "Unity Platform Installation Date").

#### New Consumer Complaints

48. The NYAG shall provide JPay, via email, with a copy of each complaint received by the NYAG from a DOCCS Consumer against JPay, along with the DOCCS Consumer's supporting documentation. Within 10 days after emailing, JPay shall submit its response to the NYAG including, if applicable, an explanation for JPay's delay in resolving the original trouble ticket that resulted in the complaint to the NYAG.

49. Acceptance of this Assurance by NYAG shall not be deemed approval or endorsement by the NYAG of any of the practices or procedures referenced herein, and JPay shall make no representation to the contrary.

#### **OVERSIGHT/MONITORING**

50. JPay shall provide the NYAG with a signed report detailing its compliance with the requirements set forth in paragraphs 29 – 46 of this Assurance. Such report shall be submitted to the NYAG within 60 days after the Effective Date of this Assurance. This report shall be in writing and shall set forth in detail the manner and form of compliance with this Assurance.

51. JPay expressly agrees and acknowledges that a default in the performance of any obligation required pursuant to the Programmatic Relief section is a violation of the Assurance, and that the NYAG may thereafter commence the civil action or proceeding contemplated in paragraph 28, *supra*, in addition to any other appropriate investigation, action or proceeding and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described above, pursuant to Executive Law § 63(15).

#### **MONETARY RELIEF**

52. JPay shall pay to the State of New York \$50,000 in penalties and costs ("Monetary Relief Amount"). Payment of the Monetary Relief Amount shall be made by wire transfer, certified or bank check made payable to the State of New York and shall be paid within 30 days of the Effective Date of this Assurance. Certified or bank checks shall be addressed to the attention of Assistant Attorney General Judith C. Malkin, State of New York, Office of the Attorney General, 300 South State Street, Suite 300, Syracuse, NY 13202.

53. The NYAG may assess additional penalties in the amount of up to \$100 per day for any DOCCS Consumer complaint filed with the NYAG against JPay after the Effective Date of this Assurance, if such complaint sets forth substantiated facts that demonstrate a default in the performance of JPay's obligation under paragraphs 29 - 46. The NYAG shall be the final arbiter of all claims and upon either the expiration of 10 days after emailing consumer complaints to Respondents or considering any objections submitted by JPay, the NYAG shall determine the amount of the additional penalties that JPay shall pay, if any, and shall notify JPay by email. Within 30 days of the date of the NYAG's notice of determination, JPay shall pay the additional penalties in the amount specified, by certified check, to the State of New York.

54. Any payments and all correspondence related to this Assurance must reference Assurance No. 22-079.



## MISCELLANEOUS

### Subsequent Proceedings:

55. Respondent expressly agrees and acknowledges that the NYAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 61, below, and agrees and acknowledges that in such event:

- a) any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance;
- b) the NYAG may use statements, documents or other materials produced or provided by JPay prior to or after the Effective Date of this Assurance;
- c) any civil action or proceeding must be adjudicated by the courts of the State of New York, and that JPay irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d) evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15) law in any action or proceeding thereafter commenced by NYAG.

56. If a court of competent jurisdiction determines that JPay has violated the Assurance, then JPay shall pay to the NYAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

### Effects of the Assurance:

57. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by JPay.

58. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. JPay shall include any such successor,

assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the NYAG.

59. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

60. Any failure of the NYAG to insist upon the strict performance by JPay of any provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by JPay.

Communications:

61. All notices, reports, requests and other communications pursuant to this Assurance must reference Assurance No. 22-079 and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated by the recipient, followed by postage pre-paid mail, and shall be addressed as follows:

If to the Respondent, to:

Joshua Martin, Esq.  
General Counsel  
Aventiv Technologies, LLC  
4000 International Parkway  
Carrollton, Texas 75007  
[LegalNotice@securustechnologies.com](mailto:LegalNotice@securustechnologies.com)

If to the Petitioner, to:

Judith C. Malkin  
Assistant Attorney General  
New York State Attorney General's Office  
300 South State Street, Suite 300  
Syracuse, NY 13202  
[Judith.Malkin@ag.ny.gov](mailto:Judith.Malkin@ag.ny.gov)

or in her absence, to the person holding the title of Assistant Attorney General in Charge of the Syracuse Regional Office.

Representations and Warranties:

62. The NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to the NYAG by JPay and the NYAG's own factual investigation as set forth in Findings 1 - 24, above. JPay represents and warrants that neither it nor its counsel has knowingly made any material representations to the NYAG that are inaccurate or misleading. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the NYAG in her sole discretion.

63. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by JPay in agreeing to this Assurance.

64. JPay represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. JPay shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. JPay further represents and warrants that JPay, by Geoff Boyd, as the signatory to this Assurance, is a duly authorized officer of JPay and with full and complete authority from JPay to agree to the terms of the Assurance.

Confidentiality:

65. The NYAG agrees, pursuant to New York Public Officers Law §§ 87(2)(d) and 89(5)(a), to maintain the confidentiality of statements, documents, or other materials produced or provided by JPay related to the investigation at any time prior to or after the date of this



Assurance, to the extent permitted by law. Should the NYAG receive a Freedom of Information Law request for materials produced or provided by JPay during the investigation, the NYAG shall promptly (prior to the disposition of the request) inform JPay of the existence and substance of that request and allow JPay the opportunity to challenge the disclosure.

Release and Discharge:

66. In consideration of the obligations set forth above, the NYAG releases and discharges JPay from all claims based on violations of GBL §§ 349 and 350 that (a) arise from or relate to the subject matter of this investigation or the Assurance, and (b) arise from or relate to conduct by JPay that occurred prior to the execution of the Assurance, provided, however, that nothing in the Assurance shall be deemed to preclude the NYAG's review of acts, practices, or courses of conduct that occur after the Effective Date of the Assurance.

General Principals:

67. Nothing in this Agreement shall relieve JPay of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

68. Nothing contained herein shall be construed to limit the remedies available to the NYAG in the event that JPay violates the Assurance after its Effective Date.

69. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.

70. If any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the NYAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

71. JPay acknowledges that it has entered into this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

72. This Assurance shall be governed by the laws of the State of New York without any regard to any conflict of laws principals.

73. This Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

74. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the Effective Date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

75. The effective date of this Assurance shall be the date the last party signs this Assurance (the "Effective Date").

**IN WITNESS WHEREOF**, this Assurance is executed by the parties hereto on  
December 16, 2022.

**LETITIA JAMES**  
Attorney General of the State of New York  
Syracuse Regional Office  
300 South State Street, Suite 300  
Syracuse, NY 13202


**JPAY LLC, a wholly owned subsidiary of  
Securus Technologies, LLC and Aventiv  
Technologies, LLC**

By: Judith C. Malkin Date: 12/16/22  
Judith C. Malkin  
Assistant Attorney General

By: [Signature] Date: 12/12/22  
Print: Geoff Boyd  
Title: Chief Financial Officer, JPay LLC

STATE OF TEXAS )  
 ) ss.:  
COUNTY OF Denton )

I am the Chief Financial Officer of JPAY LLC, a wholly owned subsidiary of Securus Technologies, LLC and Aventiv Technologies, LLC, Respondent described in and which executed the foregoing Agreement. I have executed the aforesaid instrument with the consent and authority of JPAY LLC, and those responsible for acts of said entity and duly acknowledge same.



Misty D. MacDore  
Notary Public

