

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

February 25, 2010

IN RE:

**SHOW CAUSE PROCEEDING AGAINST
HEALTHCARE ADVANTAGE LLC/
THE SELECT GROUP/ CHRIS WIGGINS**

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**DOCKET NO.
09-00036**

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came before Chairman Sara Kyle, Director Eddie Roberson, and Director Mary W. Freeman of the Tennessee Regulatory Authority (the “Authority” or “TRA”), the voting panel assigned to this docket, at a regularly scheduled Authority Conference held on January 25, 2010, for consideration of a proposed Settlement Agreement between the Consumer Services Division of the TRA (the “CSD”) and Healthcare Advantage LLC/ The Select Group/ Chris Wiggins (collectively, “Respondents”) related to alleged violations of the Tennessee Unsolicited Facsimiles (“Do-Not-Fax”) Law, Tenn. Code Ann. § 65-4-501 *et seq.* The Settlement Agreement pertains to 130 complaints received by the CSD alleging that the Respondents violated the Do Not Fax Law by knowingly transmitting or causing another person to transmit an unsolicited facsimile advertisement to be made to sixty-nine residential and/or commercial subscribers in this state. The proposed Settlement Agreement is attached hereto as Exhibit A.

On or about August 28, 2006, the CSD received the first complaint alleging that the complainant had received an unsolicited facsimile advertisement. The CSD provided notice, via certified mail, of the first complaint on or about July 21, 2008 and informed the Respondents of

their alleged violation of Tenn. Code Ann. § 65-4-501 *et seq.* The CSD provided notice of each additional violation to the Respondents via certified mail. The CSD received the last complaint related to the Respondents on or about July 21, 2008 regarding an unsolicited facsimile advertisement that occurred on or about July 11, 2008.

Tenn. Code Ann. § 65-4-502(a) prohibits persons from transmitting or causing another person to transmit an unsolicited facsimile advertisement. Tenn. Code Ann. § 65-4-504(a) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Fax Law, including the issuance of a cease and desist order and the imposition of a civil penalties for knowing violations. The Respondents maintained that no knowing violation had occurred. CSD relied upon the factors stated in Tenn. Code Ann. § 65-4-116(b) during the negotiations that resulted in this agreement, including the size of the Respondents' business, financial status, good faith and the gravity of the violations.

In the proposed Settlement Agreement, the Respondents agreed to pay \$25,000 to the Authority in settlement of these violations. The full amount will be remitted to the Office of the Chairman of the Authority within thirty days after the Order is issued memorializing the Directors approval of the Settlement Agreement.

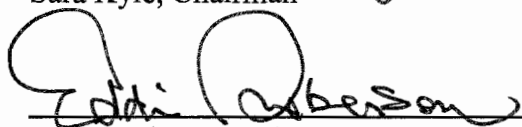
A representative of the Respondents appeared at the Authority Conference on January 25, 2010. Following a discussion with the parties and a review of the Settlement Agreement, the Directors voted unanimously to accept and approve the Settlement Agreement.

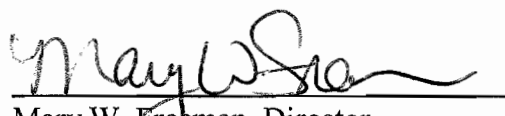
IT IS THEREFORE ORDERED THAT:

1. The Settlement Agreement, attached hereto as Exhibit A, is accepted and approved and is incorporated into this Order as if fully rewritten herein.
2. The amount of \$25,000 shall be paid by Healthcare Advantage LLC/ The Select Group/ Chris Wiggins to the Tennessee Regulatory Authority as set out herein.

3. Upon payment of the amount of \$25,000 and compliance with the terms of the Settlement Agreement attached hereto, Healthcare Advantage LLC/ The Select Group/ Chris Wiggins are excused from further proceedings in this matter, provided that, in the event of any failure on the part of Healthcare Advantage LLC/ The Select Group/ Chris Wiggins to comply with the terms and conditions of the Settlement Agreement, the Authority reserves the right to re-open this docket.


Sara Kyle, Chairman


Eddie Roberson, Director


Mary W. Freeman, Director

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

**SHOW CAUSE PROCEEDING
AGAINST HEALTHCARE ADVANTAGE LLC/
THE SELECT GROUP/CHRIS WIGGINS**

**DOCKET NO.
09-00036**

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Healthcare Advantage LLC/ The Select Group (more properly, "The Select Company")/ Chris Wiggins (collectively, "Respondents"), and is subject to the approval of the Directors of the TRA. This Settlement Agreement pertains to 130 complaints received by the CSD alleging that the Respondents violated the Tennessee Unsolicited Facsimiles Law ("Do-Not-Fax"), TENN. CODE ANN. § 65-4-501 *et seq.* by knowingly transmitting or causing another person to transmit an unsolicited facsimile advertisement to be made to sixty-nine residential and/or commercial subscribers in this state.

On or about August 28, 2006, the CSD received the first complaint alleging that the complainant had received an unsolicited facsimile advertisement. The CSD provided notice, via certified mail, of the first complaint on or about July 21, 2008 and informed Respondents of their alleged violation of TENN. CODE ANN. § 65-4-501 *et seq.* The CSD provided notice of each additional violation to Respondents via certified mail. The CSD received the last complaint

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Exhibit A

related to Respondents on or about July 21, 2008 regarding an unsolicited facsimile advertisement that occurred on or about July 11, 2008.

TENN. CODE ANN. § 65-4-502(a) prohibits persons from transmitting or causing another person to transmit an unsolicited facsimile advertisement. TENN. CODE ANN. § 65-4-504(a) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Fax Law, including the issuance of a cease and desist order and the imposition of a civil penalties for knowing violations. Respondents maintain that no knowing violation has occurred. CSD relied upon the factors stated in TENN. CODE ANN. § 65-4-116(b) during the negotiations that resulted in this agreement, including the size of Respondents' business, financial status, good faith and the gravity of the violations.

In an effort to resolve these 130 complaints, CSD and Respondents agree to settle this matter based upon the following acknowledgements and terms subject to approval by the Directors of the TRA:

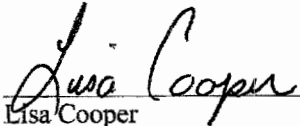
1. Respondents neither admit nor deny that the above mentioned 130 complaints are true and valid complaints and are in violation of TENN. CODE ANN. § 65-4-501 *et seq.*
2. Respondents agree to make a settlement payment of twenty-five thousand dollars (\$25,000.00) to the TRA as part of a permanent disposition of these complaints, and agree to remit the full amount to the Office of the Chairman of the TRA within thirty days after the order is issued memorializing the Directors approval this Settlement Agreement. Upon payment of the amount of twenty-five thousand dollars (\$25,000.00)

in compliance with the terms and conditions of this Settlement Agreement, Respondents are excused from further proceedings in this matter.

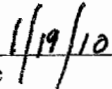
3. Provided the Respondents fully comply with the terms of this Settlement Agreement, the TRA agrees that it will not pursue any claims, or seek payment of any civil penalties against Respondents for alleged violations of the Tennessee Unsolicited Facsimiles Law occurring prior to the date of this Settlement Agreement.
4. The TRA and Respondents agree and acknowledge that this Settlement Agreement is the result of a compromise and shall never be construed as an admission by Respondents of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, employees or shareholders. Respondents expressly deny any such liability, wrongdoing or responsibility.
5. Respondents agree that its representative will participate telephonically or in person at the Authority Conference at which the Directors consider this Settlement Agreement.
6. In the event of any failure on the part of Respondents to comply with the terms and conditions of this Agreement, the Authority reserves the right to re-open this matter. Any costs incurred in enforcing the Settlement Agreement shall be paid by Respondents.
7. If any clause, provision or section of this Settlement Agreement for any reason is held to be illegal or unenforceable, such illegality, invalidity or

unenforceability shall not affect any other clause, provision or section of this Settlement Agreement and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

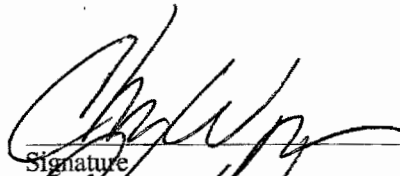
8. This Settlement Agreement represents the entire agreement between the parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Settlement Agreement, which are not fully expressed herein or attached hereto.




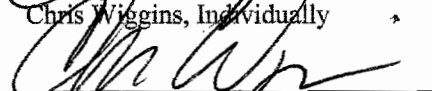
Lisa Cooper
Chief, Consumer Services Division
Tennessee Regulatory Authority

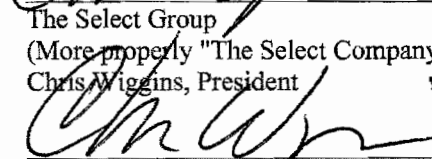


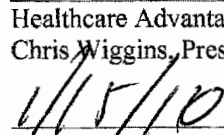
Date



Signature


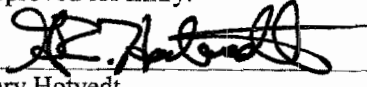
Chris Wiggins, Individually


The Select Group
(More properly "The Select Company")
Chris Wiggins, President


Healthcare Advantage LLC
Chris Wiggins, President


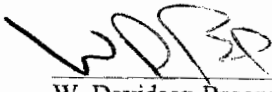
Date

Approved for Entry:



Gary Hotvedt

Attorney for the Consumer Services
Division, Tennessee Regulatory Authority



W. Davidson Broemel (#3606)
Burr & Forman LLP
700 Two American Center
3102 West end Avenue
Nashville, TN 37203
Telephone: (615) 724-3212
Facsimile: (615) 724-3290
Email: DBroemel@burr.com

Attorney for Respondents