

Joshua Powers  
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To Whom It May Concern:

My name is Joshua (Jot) Powers. I am resident of Chandler Arizona. I am registering a complaint against Sunbelt Marketing aka Sunbelt Communications aka PRW Consulting ("Sunbelt") for multiple violations of Title 47, Section 227(b) of the United States Code (Telephone Consumer Protection Act ("TCPA") of 1991) as well as several violations of Arizona Revised Statutes.

I often receive a junk faxes to the fax machine that is on my home phone line. Often these faxes will arrive on Sunday or late at night and have included an invitation to a singles club (I am married), advertising for custom printed shirts, life insurance, mortgages and a holiday sale of grandfather clocks. Under federal (and state) law, these unsolicited faxes are illegal, but "fax blasters" simply ignore the law because few people know about and exercise their private right of action. Furthermore, I believe they are engaging in activities that are in violation of several Arizona Revised Statutes. I have filed formal complaints with the Federal Communications Commission (form 475), as well for these TCPA violations.

In my research into Sunbelt I have determined that they are not registered with the Arizona Corporation Commission and have not registered with the Maricopa County Recorder for a "Certificate of Name" as required by ARS 44-1236. Additionally they have not registered with the Secretary of State as a "Telephone Seller" as required by ARS 44-1272. Sunbelt uses a response number of 602-307-0729, which a reverse phone mapping yields the following:

Sunbelt Marketing  
202 East McDowell Rd.  
Phoenix, AZ 85054

I have visited this location and the directory lists Sunbelt Communications in suite 173. The lettering on suite 173 indicates PRW Consulting. They also use a "removal" number of 602-307-0731.

The TCPA makes it illegal "to use any telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine." The term "unsolicited advertisement" is defined as "any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission." Damages are set at actual monetary damages, or \$500, whichever is greater. The court may increase the damages

up to three times this amount if it finds the defendant "willfully or knowingly" (that is, they knew they were sending unsolicited faxes, regardless as to whether or not they knew about the TCPA).

I declare under penalty of perjury of the laws of the State of Arizona and the United States that the above statement is true and correct.

Joshua Powers

Attached:

- Copies of the faxes in question