



**JEFF JACKSON
ATTORNEY GENERAL**

**STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE**

**ERIC WILSON
CHIEF OF STAFF**

November 17, 2025

North Carolina Senate President Pro Tempore Phil Berger
North Carolina House of Representatives Speaker Destin Hall
Co-Chairs, Joint Legislative Commission on Governmental Operations

Senator Danny Britt
Senator Warren Daniel
Senator Buck Newton
Representative Ted Davis
Representative Dudley Greene
Representative Charles Miller
Representative Carson Smith
Co-Chairs, Appropriations Subcommittee on Justice and Public Safety

North Carolina General Assembly
Raleigh, North Carolina 27601-1096

RE: N.C.G.S. §114-2.4A and §114-2.5; Report on Settlements

Dear Members:

In accordance with N.C.G.S. §114-2.4A and §114-2.5, please see the following Report on Settlements summaries with corresponding executed agreements enclosed regarding ACI Worldwide Corp, Frontier Communications, Marriott International Inc, Oquirrh Mountain Phlebotomy School, LLC, and T-Mobile.

ACI Worldwide Corp

This assurance of voluntary compliance resolves the multi-state investigation into ACI Worldwide Corp's billing platform and the erroneous and unintentional ACH debit and credit entries that happened during testing for upgrades to their Speedpay system around April 23, 2021. ACI agreed to pay the Attorneys' General \$10,000,000.00 of which North Carolina received \$395,416.80 to be used for attorneys' fees and other costs of investigation and litigation, or be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement,

consumer education, litigation, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the discretion of the Attorney General. Additionally, ACI agreed to take steps to avoid future incidents as well as settling a separate agreement with state regulators and paying restitution directly to impacted consumers through other related settlements.

Frontier Communications

This settlement agreement resolves our investigation regarding allegations that internet service provided by Frontier Communications (“Frontier”) operated at much slower speeds than had been promised. Frontier agreed to pay \$300,000.00 to be used for attorneys’ fees and other costs of investigation and litigation, or be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation, or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, consumer restitution, or other uses permitted by state law, at the discretion of the Attorney General. Additionally, Frontier agreed to a number of provisions designed to improve their marketing information to accurately reflect the speeds they provide, give customers free and easy cancellation when promised speeds are not provided, and to invest \$20,000,000.00 in capital expenditures to enhance Internet Service in North Carolina.

Marriott International Inc

This consent judgment settles the multistate investigation into Marriott International, Inc. (“Marriott”) regarding a large multi-year data breach of one of its guest reservation databases that led to the breach of 131.5 million guest records of customers in the United States. As a result of the settlement, Marriott agreed to pay \$52,000,000.00 to the Attorneys General, of which North Carolina received \$2,059,176.00 to be used to reimburse \$150,000.00 to the TJX Data Breach investigation fund and \$1,909,176 to be used for attorneys’ fees and other costs of investigation and litigation, or be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation, or local consumer aid fund or revolving fund, used to defray the cost of the inquiry leading hereto, or for other uses permitted by state law, at the discretion of the Attorney General. Additionally, Marriott agreed to a number of provisions designed to strengthen and continually improve its cybersecurity practices including enhancing employee training, minimizing the data collected and retained, and conducting an independent third-party assessment of their information security program every 2 years for the next 20 years.

Oquirrh Mountain Phlebotomy School, LLC

This settlement agreement settles the lawsuit and allegations that Oquirrh Mountain Phlebotomy School, LLC and Dalla Myron Rasmussen (“OMPS”) operated a school in Wilmington, NC, in violation of North Carolina’s proprietary school licensing requirements and unfair and deceptive trade practices law. As a result of the settlement OMPS has agreed to pay North Carolina

\$150,000.00 which may be expended as authorized by the laws of the State. OMPS also agreed to consumer refunds to individuals for lessons, courses, or instruction provided by OMPS, that have not already been refunded by OMPS as well as paying \$5.00 per individual on the restitution list to offset the cost of running the restitution claims process. Additionally, OMPS agreed to not offer any courses, lessons, or instruction in the State of North Carolina without first obtaining the appropriate license under N.C.G.S. § 115D or §116.

T-Mobile

This settlement agreement settles the multistate investigation into concerns that T-Mobile advertised some of its wireless products and services without clearly and conspicuously disclosing all of the material terms and conditions. As a result of the settlement, T-Mobile agreed to pay \$103,472.64 to North Carolina to be used for attorneys' fees and other costs of investigation and litigation, or may be placed in, or applied to, consumer protection law enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, may be used to defray the costs of the inquiry leading hereto, the monitoring and potential enforcement of the settlement agreement, or consumer restitution, at the sole discretion of the Attorney General. Additionally, T-Mobile agreed to several provisions affecting their business practices including, but not limited to designating a dedicated representative to work directly with the attorneys general to address consumer complaints and training its customer service representatives and advertising staff on the terms of the settlement.

Please let our team know if you have any questions. Thank you for your continued support.

Sincerely,



Eric Wilson
Chief of Staff

EW/dr

Enclosure

cc: NCGA Fiscal Research Division

JEFF JACKSON
ATTORNEY GENERAL

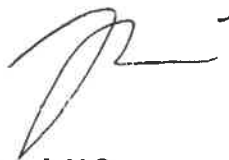


CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

2025 FEB 12 AM 10:22
NC DEPT OF JUSTICE FSS

MEMORANDUM

TO: Financial Services

FROM: Kunal Choksi, Division Director 

RE: Deposit Distribution
Oquirrh Mountain Phlebotomy School, LLC

DATE: February 12, 2025

Pursuant to the settlement agreement between our office and Defendants Oquirrh Mountain Phlebotomy School, LLC ("OMPS") and Dalla Myron Rasmussen ("Rasmussen"), a wire in the amount of \$75,000.00 was deposited with Financial Services on January 10, 2025 into the account 0900 202266 45500000. This payment will be moved into a Project Code for OMPS once one has been set up.

This agreement settles a lawsuit brought by our office regarding allegations that OMPS and Rasmussen operated a school in Wilmington, NC, offering classes about phlebotomy and placing IV catheters between 2014 and 2023, in violation of North Carolina's proprietary school licensing requirements and unfair and deceptive trade practices law.

As a result of the settlement agreement, OMPS has agreed to pay North Carolina \$150,000.00 in two separate payments before July 13, 2025, which may be expended by the State as authorized by the laws of the State of North Carolina.

OMPS also agreed to consumer refunds to individuals for lessons, courses, or instruction provided by OMPS during a certain window, that have not already been refunded by OMPS. A wire in the amount necessary to make these refunds, plus \$5.00 per individual or entity identified that is owed a refund to offset costs of the claim process, will be paid to our office no later than January 13, 2026. The established fee of \$5 per individual will remain with the Department of Justice while the unspoken for consumer refunds will be turned over to the NC Department of Treasury, Unclaimed Property Division.

Additionally, OMPS and Rasmussen have agreed to no longer offer any courses, lessons, or instruction in the State of North Carolina relating to phlebotomy, the placement of IV catheters, the administration of EKGs, or any other related discipline, without first obtaining an appropriate license under Chapters 115D or 116 of the North Carolina General Statutes.

A copy of the original deposit and settlement agreement are attached. If you have any questions, please contact Wendy Stevens at 716-6877.

cc: Kim D'Arruda
Danielle Wilburn Allen
Matt Longobardi
Melissa Lovell
Wendy Stevens/OMPS Settlement File


JEFF JACKSON
ATTORNEY GENERAL



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OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

MEMORANDUM

TO: Janice Boyce, FSS

FROM: Wendy Stevens, Consumer Protection 

RE: Deposit
Oquirrh Mountain Phlebotomy School, LLC

DATE: January 10, 2025

Attached is the wire detail for \$75,000.00 (seventy-five thousand dollars) that was received by Financial Services 1/9/2025.

These funds represent the first payment relating to the Settlement Agreement reached between our office and Oquirrh Mountain Phlebotomy School, LLC ("OMPS") and Dallas Myron Rasmussen.

These funds should be deposited into the following account until a project coded account can be set up:

0900 202266 45500000 000000 – Consumer Protection, Fines Penalties Fees, General 2140

If you have any questions, please contact me at wstevens@ncdoj.gov.

cc: Acting Budget Manager
Matt Longobardi
Kim D'Arruda
Danielle Wilburn Allen
Wendy Stevens / OMPS Settlement File



Previous Day Composite Report

Standard Previous Day Composite Report
As of 01/09/2025

Company: NC DEPARTMENT OF STATE TREASURER
User: Janice Boyce

01/10/2025 08:10 AM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
Bank: 121000248
Account: 4128455847(NC)

WELLS FARGO BANK, N.A.
NORTH CAROLINA DEPARTMENT OF STATE TREA

Balances

Closing Ledger Balance	.00
Closing Collected Balance	.00
Opening Available Balance	.00
One Day Float	.00
Two+ Day Float	.00
MTD Average Closing Ledger Balance	.00
MTD Average Closing Collected Balance	.00
Total Credits	76,575.00
Total Debits	76,575.00
Total Number Credits	2
Total Number Debits	1

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	1,575.00
Total Wire Transfer Credits	1	75,000.00
Credit Totals	2	76,575.00

Type of Debit	Number of Items	Amount
Total ZBA Debits	1	76,575.00
Debit Totals	1	76,575.00

Credit Transactions

1/9/2025	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 000000000000 Unique ID: 00000091005860014635 BANKCARD DEPOSIT 250109 419161279999 CJTS COMMISSION NCDOJ	Credit Amount: Bank Ref: IA000014200304	1,575.00
1/9/2025	195 / INCOMING MONEY TRANSFER Cust Ref: 000000000000 Unique ID: RG250109142146 WT FED#00944 MOUNTAIN AMERICA F /ORG=OMPS INC SRF# TRN#250109142146 RFB#	Credit Amount: Bank Ref: IA009934198899	75,000.00
	Credit Total	Credit Amount	76,575.00

Debit Transactions

1/9/2025	575 / INDIVIDUAL ZBA DEBIT Cust Ref: 000000000000 ZERO BALANCE ACCOUNT TRANSFER TO 2062670003460	Debit Amount: Bank Ref: IA010900000005	76,575.00
	Account Net Amount		0.00

Currency: USD
Bank: 121000248
Account: 2000021316302(NC)

WELLS FARGO BANK, N.A.
DEPT OF JUSTICE

You do not have access to balances for this account.

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	2,358.92
Credit Totals	1	2,358.92
Type of Debit	Number of Items	Amount

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by the State of North Carolina, acting through its Attorney General, Jeff Jackson (the “State”), and Oquirrh Mountain Phlebotomy School, LLC, (“OMPS”) and Dallas Myron Rasmussen (“Rasmussen”), personally and in his capacity as owner and operator of OMPS, (collectively referred to hereinafter as “Defendants”). The State and Defendants are collectively referred to hereinafter as the “Parties.” This Agreement shall become effective on the date the Parties execute this Agreement.

WITNESSETH

1. **WHEREAS**, OMPS is a limited liability company organized under the laws of the State of Utah. OMPS is not currently doing business in the State of North Carolina and does not maintain a registered agent with the North Carolina Secretary of State’s Office. Rasmussen is OMPS’ sole member and is OMPS’ owner and operator.

2. **WHEREAS**, between the years 2014 and 2023, OMPS offered in-person lessons at a facility located in Wilmington, North Carolina, to individuals seeking to learn phlebotomy, and place IV catheters. On or about November 13, 2023, Defendants discontinued all operations within the State of North Carolina.

3. **WHEREAS**, the State asserts that it was informed by the North Carolina Community Colleges System, Office of Proprietary Schools (“OPS”) that by providing these lessons, OMPS was operating a proprietary school within the State of North Carolina without first obtaining a license from the State Board of Community Colleges (the “Board”) under N.C. Gen. Stat. § 115D-90 (“License”).

4. **WHEREAS**, the State asserts that OPS directed Defendants to obtain a License, but Defendants did not do so. The State asserts that Defendants were required to obtain a License but did not ultimately obtain a License from the Board.

5. **WHEREAS**, thereafter, the State brought an action against Defendants in Wake County Superior Court, file number 23CV032101-910 (the “Lawsuit”).

6. **WHEREAS**, the State alleged in its Complaint that OMPS and Rasmussen’s conduct violated N.C. Gen. Stat. § 115D-90 and, thus, constituted unfair and deceptive acts or practices under N.C. Gen. Stat. § 75-1.1, *et seq.*

7. **WHEREAS**, Defendants deny that they operated a proprietary school or that they were required to obtain a License. Defendants dispute the validity of the claims and allegations asserted by the State, including the underlying causes of action set forth in the Complaint.

8. **WHEREAS**, the State and Defendants have agreed upon a resolution of the Lawsuit in lieu of a possible trial.

9. **WHEREAS**, the State and Defendants wish to evidence such agreement by a written instrument, which is not to be construed as an admission of liability on the part of Defendants by whom liability is expressly denied.

10. **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the State and Defendants agree as follows:

AGREEMENT

11. Defendants, both individually and collectively, agree that they will not offer any courses, lessons, or instruction in the State of North Carolina related to phlebotomy, the placement of IV catheters, the administration of EKGs, or any other related discipline, now or in the future, unless Defendants first obtain a license under Chapters 115D or 116 of the North Carolina General Statutes.

12. Defendants, both individually and collectively, agree that they shall not cause or direct any entity in which they have a controlling interest to offer any courses, lessons, or instruction in the State of North Carolina related to phlebotomy, the placement of IV catheters, the administration of EKGs, or any other related discipline, now or in the future, unless such entity first obtains a license under Chapters 115D or 116 of the North Carolina General Statutes.

13. Defendants shall remit to the State the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00) in full satisfaction of all claims that were brought, or could have been brought against Defendants through the Lawsuit, including, but not limited to all claims and potential claims which relate to the operation of a unlicensed educational institution or proprietary school and/or conduct that violated N.C. Gen. Stat. § 75-1.1, *et seq.* prior to the effective date of the Agreement. Defendants shall remit payment described in this paragraph as follows:

- a. Defendants shall remit one payment of Seventy-Five Thousand Dollars (\$75,000.00) to the State within three (3) business days after the effective date of the Agreement. Defendants shall remit payment described under this subparagraph to the State electronically according to instructions that will be provided to Defendants by the State.
- b. Defendants shall remit a second payment of Seventy-Five Thousand Dollars (\$75,000.00) to the State within six (6) months after the effective date of this Agreement. Defendants shall remit payment described under this subparagraph to the State electronically according to instructions that will be provided to Defendants by the State.

14. All payments described under Paragraph 13, including its subsections, may be expended by the State as authorized by the laws of the State of North Carolina.

15. In addition to the payment described under Paragraph 13, including its subsections, Defendants shall remit payment to the State within twelve (12) months after the effective date of this Agreement an amount equal to the total sum of money received by OMPS from each individual or entity for lessons, courses, or instruction provided by OMPS in the State of North Carolina between November 9, 2019, and the date the Lawsuit was filed. The Parties agree that payments made under this paragraph shall be governed and limited as follows:

- a. Within three (3) months after the effective date of this Agreement, Defendants shall determine the total payment due to the State by preparing a spreadsheet containing the names, most recent known contact information, payment information, class type(s), and amount paid for each class, for any individual or entity described under Paragraph 15. The information contained in the spreadsheet, as described in this subsection, shall be prepared to the best of Defendants' knowledge and ability and shall be provided to the State within three (3) months after the effective date of this Agreement.
- b. Defendants shall not be required to include as part of the payment described under Paragraph 15 and its subparts, any amount previously refunded by Defendants to individuals or entities described under Paragraph 15.
- c. If, within twelve (12) months after the effective date of the Agreement, Defendants determine that additional individuals or entities should have been included in the spreadsheet described under Paragraph 15(a), but were not, Defendants shall remit payment to the State within ten (10) business days after such determination is made an amount equal to the total amount paid to OMPS by the additional individuals or entities described under this subsection.
- d. Defendants shall remit payment described under Paragraph 15, including its subsections, to the State electronically according to instructions provided by the State to the Defendants.
- e. Defendants shall pay the State \$5.00 for each discrete individual or entity eligible for a refund under Paragraph 15. Defendants shall remit the payment set forth under this paragraph within twelve (12) months after the effective date of this Agreement.
- f. The State shall use the payments described under Paragraph 15, including its subsections, to reimburse the individuals and entities identified in the spreadsheet as described in Paragraphs 15(a) and (c), in an amount corresponding to the amount paid by the individual or entity to Defendants.

- g. The State shall remit any funds paid by Defendants under Paragraph 15, including its subsections, deemed “abandoned” as determined by the North Carolina Department of Justice, pursuant to N.C. Gen. Stat. § 116B-53(c), to the North Carolina Department of Treasury, Unclaimed Property Division.
- h. The Parties agree that Defendants are not entitled to reimbursement of any payment made to the State under Paragraph 15.

16. Within ten (10) days after the effective date of this Agreement, the State shall cause a Stipulation of Dismissal With Prejudice of all claims against all Defendants in the Lawsuit to be filed in Wake County Superior Court. Also, within ten (10) days after the effective date of this Agreement, the State shall cause this Agreement to be filed in Wake County Superior Court.

17. The Parties, for good and sufficient consideration, the receipt and sufficiency of which is acknowledged, for themselves, their heirs, successors, and assigns, if any, do hereby mutually agree that Defendants are released and forever discharged from any and all liability arising out of or in any way related to the allegations complained of in the Lawsuit, including any and all claims and demands, whether known or unknown, arising out of the events giving rise to or made through the Lawsuit. This release shall be binding upon the Parties, their heirs, successors, and assigns, and shall inure to the benefit of the Parties and their heirs, successors, assigns, affiliates, agents (past or present), and employees (past or present).

18. The Parties agree and represent that they understand that this Agreement is the compromise of disputed claims, and that the terms of this Agreement are not to be construed as an admission of liability on the part of Defendants by whom liability is expressly denied.

19. Each of the Parties hereto shall bear his, her, or its own attorney fees and costs related to, arising from, or incurred through the Lawsuit, except that the State may utilize the payments described under Paragraph 13 for such purposes as permitted by the laws of the State of North Carolina.

20. The Parties agree the Superior Court for Wake County, North Carolina, shall retain exclusive and continuing jurisdiction over the Parties and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

21. This instrument contains the entire Agreement between the Parties hereto. Its terms are contractual and not a mere recital. This instrument may be amended only by a like signed instrument.

22. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the Parties need not sign the same counterpart. If any signature is delivered by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page was an original thereof.

23. The Parties acknowledge that they have had an adequate opportunity to review every provision contained in this Agreement and to submit the same to legal counsel for review and comment, including the waivers and indemnities, as applicable, contained herein. Based on said review and consultation, the Parties agree to every term contained in this Agreement. Based on the foregoing, the Parties agree that the rule of construction, if any, that a contract be construed against the drafter shall not be applied in the interpretation and construction of this Agreement.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have entered into this Agreement knowingly, voluntarily, and upon the advice and consent of counsel, and have set forth their signatures below.

[SIGNATURES ON FOLLOWING PAGE]

OQUIRRH MOUNTAIN PHLEBOTOMY SCHOOL, LLC

Dallas Rasmussen

By: Dallas Myron Rasmussen
Its: Sole Member

01/09/2025 11:46 EST

Date

DALLAS MYRON RASMUSSEN

Dallas Rasmussen

In his Individual capacity

01/09/2025 11:46 EST

Date

JEFF JACKSON

North Carolina Attorney General

Danielle Wilburn Allen

By: Danielle Wilburn Allen
Its: Assistant Attorney General
Technology, Healthcare, and Antitrust Section
Consumer Protection Division
North Carolina Department of Justice

01/13/2025 09:11 EST

Date



Envelope Data

Subject: State of North Carolina v. Oquirrh Mountain Phlebotomy School, et al. Settlement Agreement
Documents: OMPS Draft Settlement Agreement 7JAN2025.docx
Document Hash: 47853388
Envelope ID: ENV97192700-4431-EDAD-5763-BFCD
Sender: RaShawnda Williams
Sent: 01/07/2025 15:01 PM EST
Status: Completed
Status Date: 01/13/2025 09:11 AM EST

Access Authentication: None
Email Access Code: Unchecked
Email Verification: Not enabled


Recipients / Roles

Name / Role	Email	Type
RaShawnda Williams	rwilliams@cshlaw.com	Sender
Danielle Wilburn Allen	dwilburnallen@ncdoj.gov	Signer
Dallas Rasmussen	dallasrasmussen@gmail.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
RaShawnda Williams	rwilliams@cshlaw.com	52.58.73.227	01/07/2025 15:01 PM EST	Created
Dallas Rasmussen	dallasrasmussen@gmail.com	24.11.24.125	01/09/2025 11:46 AM EST	Signed
Danielle Wilburn Allen	dwilburnallen@ncdoj.gov		01/10/2025 00:00 AM EST	Reminder
Danielle Wilburn Allen	dwilburnallen@ncdoj.gov		01/13/2025 00:00 AM EST	Reminder
Danielle Wilburn Allen	dwilburnallen@ncdoj.gov	70.244.47.253	01/13/2025 09:11 AM EST	Signed
			01/13/2025 09:11 AM EST	Status - Completed

Signer Signatures

Signer Name / Roles	Signature	Initials
Dallas Rasmussen		
Danielle Wilburn Allen	