

STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT

2011 MAR 14 P 12:11

In re DURHAM TECHNOLOGY, LLC )  
d/b/a MYIPRODUCTS IMAIL and )  
MYIPRODUCTS IMAIL, LLC )

CIVIL DIVISION

Docket No. 158-3-11 Wncw

ASSURANCE OF DISCONTINUANCE

WHEREAS Durham Technology, LLC, doing business as MyiProducts iMail and MyiProducts iMail, LLC (collectively referred to as "MyiProducts"), are Indiana limited liability companies with offices at 111 Monument Circle, Suite 4800, Indianapolis, IN 46204;

WHEREAS MyiProducts is a third-party provider of a voicemail service, the charges for which are placed on local telephone bills with the assistance of a San Antonio-based company called Enhanced Services Billing, Inc. (ESBI);

WHEREAS MyiProduct's charges to consumers averaged \$14.95 per month;

WHEREAS during the period 2005 to 2010, MyiProducts charged a total of over \$78,000 to more than 1,300 Vermonters for its services that appeared on local telephone bills in Vermont's area code 802;

WHEREAS sellers of goods or services that are to be charged on a consumer's local telephone bill are required under 9 V.S.A. § 2466 to mail a notice to the party to be charged, containing information specific in the statute;

WHEREAS MyiProducts did not send Vermont consumers a mailing as required by 9 V.S.A. § 2466, although it did send them an email that contained some, but not all, of the information required by the statute;

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
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WHEREAS MyiProducts did not send to Vermont consumers who were charged for its services on their local telephone bills a notice containing all of the information required by 9 V.S.A. § 2466;

WHEREAS the Attorney General alleges that MyiProducts violated the Vermont Consumer Fraud Act, 9 V.S.A. § 2466, by not complying with that provision's notice requirements;

AND WHEREAS the Attorney General is willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

THEREFORE, the parties agree as follows:

1. *Injunctive relief.* MyiProducts shall comply strictly with all provisions of Vermont law, including but not limited to provisions of the Vermont Consumer Fraud Act, 9 V.S.A. chapter 63, relating to the placement of charges on local telephone bills associated with telephone numbers in area code 802.

2. *Consumer relief.*

a. For each consumer from which MyiProducts has received money through a charge on a local telephone bill with a number in area code 802, MyiProducts shall, within ten (10) business days of signing this Assurance of Discontinuance, arrange for an electronic credit record to the consumer's local telephone company in the amount of all such monies that have not been previously refunded. MyiProducts shall use due diligence to ensure that accurate credits are provided to each consumer to whom a credit is due.

b. If a credit record sent under the preceding paragraph is not accepted or is returned by the local telephone company, MyiProducts shall, within ten (10) days of learning of the non-acceptance or the return, send to the consumer, by first-class mail,

postage prepaid, a check in the amount of the credit due to the consumer's last known address, accompanied by a letter in substantially the form attached as Exhibit 1.

c. No later than 60 (sixty) days after signing this Assurance of Discontinuance, MyiProducts shall provide to the Vermont Attorney General's Office the names and addresses of the consumers whose telephone numbers were credited, and to which letters and payments were sent, under this Assurance of Discontinuance, along with the date and amount of each credit or payment.

d. No later than ninety (90) days after signing this Assurance of Discontinuance, MyiProducts shall pay the total dollar amount of all checks returned as undeliverable to the Vermont Attorney General's Office to be treated as unclaimed funds, along with a list in Excel format of the consumers to whom the monies due were not paid and their last known addresses.

3. *Civil penalties, fees and costs.* Within twenty (20) days of signing this Assurance of Discontinuance, MyiProducts shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of ten thousand dollars (\$10,000) in civil penalties and costs.

4. *Binding effect.* This Assurance of Discontinuance shall be binding on MyiProducts, its successors and assigns.

5. *Release.* The State of Vermont hereby releases and discharges any and all claims, whether known or unknown, that it may have against MyiProducts or its affiliates based on conduct or activities arising under or in connection with the Vermont Consumer Fraud Act prior to the date of this Assurance of Discontinuance.

Date: 2/3/11

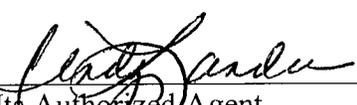
STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by:   
Elliot Burg  
Assistant Attorney General

Date: 2-8-11

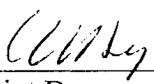
DURHAM TECHNOLOGY, LLC  
d/b/a MYIPRODUCTS IMAIL

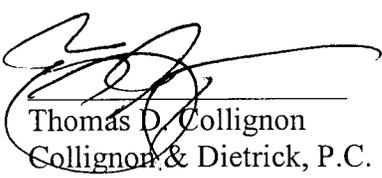
by:   
Its Authorized Agent

MYIPRODUCTS IMAIL, LLC

by:   
Its Authorized Agent

APPROVED AS TO FORM:

  
Elliot Burg  
Assistant Attorney General  
Office of Attorney General  
109 State Street  
Montpelier, VT 05609  
For the State of Vermont

  
Thomas D. Collignon  
Collignon & Dietrick, P.C.  
310 North Alabama Street, Suite 250  
Indianapolis, IN 46204  
For Durham Technology, LLC  
d/b/a MyiProducts iMail

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GENERAL  
109 State Street  
Montpelier, VT  
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**Exhibit 1 (Letter to Consumers)**

Dear [Name of Consumer]:

Durham Technology, LLC, d/b/a MyiProducts iMail has entered into a settlement with the Vermont Attorney General's Office to resolve claims that we did not properly notify you of the fact that you would be billed on your local telephone bill for our services.

As part of that settlement, we are enclosing a refund check for all of these charges. You have no obligation to do anything in response to this payment.

Sincerely,

Durham Technology, LLC  
d/b/a MyiProducts iMail

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109 State Street  
Montpelier, VT  
05609

STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT

2011 MAR 14 P 12:09

In re MORE LOCAL REACH, INC. )  
a/k/a MY LOCAL REACH )

CIVIL DIVISION  
Docket No. 160-3-11 Wncw

ASSURANCE OF DISCONTINUANCE

WHEREAS More Local Reach, Inc. (hereinafter referred to as "More Local Reach"), is a Florida corporation with offices at 160 West Camino Real, Boca Raton, FL 33432;

WHEREAS More Local Reach is a provider of an online business directory to businesses, the charges for which are placed on local telephone bills with the assistance of a San Antonio, Texas-based company called Enhanced Services Billing, Inc. (ESBI);

WHEREAS More Local Reach solicited Vermont businesses over the telephone to purchase its service and accepted requests from Vermont businesses to include them in its directory;

WHEREAS during the period 2007 to 2010, More Local Reach charged a total of over \$58,000 to 214 businesses for its services that appeared on local telephone bills in Vermont's area code "802," of which approximately \$9,600 was refunded;

WHEREAS sellers of goods or services that are to be charged on a consumer's (including a business') local telephone bill are required under 9 V.S.A. § 2466 to mail a notice to the party to be charged, containing information specified in the statute;

WHEREAS More Local Reach did send a notice to Vermont customers consistent with the intent of 9 V.S.A. § 2466, but did not include all of the information required by 9 V.S.A. § 2466 in such notice;

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WHEREAS the Attorney General alleges that More Local Reach violated the Vermont Consumer Fraud Act, 9 V.S.A. § 2466, by not complying with that provision's notice requirements;

WHEREAS the script used by More Local Reach's telemarketers stated at the outset, "This is in regards to your current complimentary listing on the More Local Reach search engine as we just need to update your company business information.";

WHEREAS in fact the purpose of More Local Reach's calls was to solicit the purchase of its service, which was explained later in the company's telemarketing script;

WHEREAS the Attorney General alleges that More Local Reach's practices violated the Vermont's Consumer Fraud Act's prohibition on deceptive trade practices, 9 V.S.A. § 2453(a);

AND WHEREAS the Attorney General is willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

THEREFORE, the parties agree as follows:

1. *Injunctive relief.* More Local Reach shall comply strictly with all provisions of Vermont law, including but not limited to provisions of the Vermont Consumer Fraud Act, 9 V.S.A. chapter 63, relating to the placement of charges on local telephone bills and the prohibition on deceptive trade practices.

2. *Consumer relief.*

a. For each business from which More Local Reach has received money through a charge on a local telephone bill with a number in area code 802, More Local Reach shall, within twenty (20) business days of signing this Assurance of Discontinuance, arrange for an electronic credit record to the business' local telephone company in the amount of all such monies that have not been previously refunded. More Local Reach shall use due

diligence to ensure that accurate credits are provided to each business to whom a credit is due. More Local Reach shall not be obligated to issue credits to Vermont businesses that have already received such, or provide credits to any Vermont businesses that More Local Reach can demonstrate to the Attorney General used its services.

b. If a credit record sent under the preceding paragraph is not accepted or is returned by the local telephone company, More Local Reach shall, within ten (10) days of learning of the non-acceptance or the return, send to the business, by first-class mail, postage prepaid, a check in the amount of the credit due to the business' last known address, accompanied by a letter in substantially the form attached as Exhibit 1.

c. No later than 60 (sixty) days after signing this Assurance of Discontinuance, More Local Reach shall provide to the Vermont Attorney General's Office the names and addresses of the businesses whose telephone numbers were credited, and to which letters and payments were sent, under this Assurance of Discontinuance, along with the date and amount of each credit or payment.

d. No later than ninety (90) days after signing this Assurance of Discontinuance, More Local Reach shall pay the total dollar amount of all checks returned as undeliverable to the Vermont Attorney General's Office to be treated as unclaimed funds, along with a list in Excel format of the businesses to whom the monies due were not paid and their last known addresses.

3. *Payment to the State.* Within thirty (30) days of signing this Assurance of Discontinuance, More Local Reach shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of ten thousand dollars (\$10,000.00) as reimbursement for reasonable attorney's fees and costs.

4. *Binding effect.* This Assurance of Discontinuance shall be binding on More Local Reach, its successors and assigns.

5. *Release.* The State of Vermont hereby releases and discharges any and all claims that it may have against More Local Reach or its affiliates based on conduct or activities arising under or in connection with the Vermont Consumer Fraud Act prior to the date of this Assurance of Discontinuance.

6. *Admissibility.* Nothing in this Assurance of Discontinuance may be used or admitted as evidence or as an admission in any other adverse proceeding or action relating to More Local Reach, nor shall anything in this document be considered first-party evidence.

Date: 2/8/11

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by:   
Elliot Burg  
Assistant Attorney General

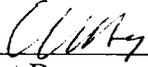
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More Local Reach, Inc.

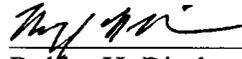
by:   
Its Authorized Agent  
*as its outside counsel*

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

APPROVED AS TO FORM:



\_\_\_\_\_  
Elliot Burg  
Assistant Attorney General  
Office of Attorney General  
109 State Street  
Montpelier, VT 05609  
For the State of Vermont



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Robby H. Birnbaum, Esq.  
Greenspoon Marder, P.A.  
Trade Centre South, Suite 700  
100 W. Cypress Creek Road  
Fort Lauderdale, FL 33309-2140  
For More Local Reach, Inc.

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**Exhibit 1 (Letter to Consumers)**

Dear [Name of Business]:

Under a settlement with the Vermont Attorney General's Office, we are enclosing a check to reimburse you for charges by our company, More Local Reach, that appeared on your local telephone bill.

If you have any questions about the settlement, you may call the Attorney General's Office at (802) 828-5507.

Sincerely,

More Local Reach

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109 State Street  
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STATE OF VERMONT  
SUPERIOR COURT  
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VERMONT  
2011 MAR 14 P 12:10

In re YPD CORPORATION )

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CIVIL DIVISION

Docket No. KA-3-11 Wncw

ASSURANCE OF DISCONTINUANCE

WHEREAS YPD Corporation (hereinafter referred to as "YPD"), is a Florida corporation with offices at 4833 South Cobb Drive, Suite 300, Smyrna, GA 30080;

WHEREAS YPD is a third-party provider of an online yellow pages directory of businesses, the charges for which are placed on local telephone bills with the assistance of a San Antonio, Texas-based company called Enhanced Services Billing, Inc. (ESBI);

WHEREAS YPD's charges to businesses averaged \$24.86 per month;

WHEREAS during the period 2007 to 2010, YPD charged a total of \$84,266 to 201 businesses for its services that appeared on local telephone bills in Vermont's area code 802;

WHEREAS sellers of goods or services that are to be charged on a consumer's (including a business') local telephone bill are required under 9 V.S.A. § 2466 to mail a notice to the party to be charged, containing information specified in the statute;

WHEREAS while YPD did send to Vermont consumers who were to be charged for its services on their local telephone bills a notice of the charge, that notice did not contain the consumer assistance address and telephone number required by 9 V.S.A. § 2466;

WHEREAS the Attorney General alleges that YPD's uniform notice failed to meet this requirement of 9 V.S.A. § 2466;

AND WHEREAS the Attorney General is willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

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05609

THEREFORE, the parties agree as follows:

1. *Injunctive relief.* YPD shall comply strictly with all provisions of Vermont law, including but not limited to provisions of 9 V.S.A. § 2466 and 9 V.S.A. Chapter 63, relating to the placement of charges on local telephone bills associated with telephone numbers in area code 802.

2. *Consumer relief.*

a. For each business from which YPD has received money through a charge on a local telephone bill with a number in area code 802, YPD shall arrange for an electronic credit record to the business' local telephone company in the amount of all such monies that have not been previously refunded. YPD shall begin to issue such credits within five (5) days of signing this Assurance of Discontinuance, and YPD shall have completed all attempts to issue such credits within sixty (60) days of signing this Assurance of Discontinuance. YPD shall use due diligence to ensure that accurate credits are provided to each business to whom a credit is due.

b. If a credit record sent under the preceding paragraph is not accepted or is returned by the local telephone company, YPD shall, within ten (10) days of learning of the non-acceptance or the return, send to the consumer, by first-class mail, postage prepaid, a check in the amount of the credit due to the business' last known address, accompanied by a letter in substantially the form attached as Exhibit 1 hereto.

c. No later than seventy (70) days after signing this Assurance of Discontinuance, YPD shall provide to the Vermont Attorney General's Office the names and addresses of the businesses whose telephone numbers were credited, and to which letters and payments were sent, under this Assurance of Discontinuance, along with the date and amount of each credit or payment.

d. No later than ninety (90) days after signing this Assurance of Discontinuance, YPD shall pay the total dollar amount of all checks returned as undeliverable, by that date, to the Vermont Attorney General's Office to be treated as unclaimed funds, along with a list in Excel format of the businesses to whom the monies due were not paid and their last known addresses.

3. *Civil penalties, fees and costs.* Within twenty (20) days of signing this Assurance of Discontinuance, YPD shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of ten thousand dollars (\$10,000) in civil penalties and costs.

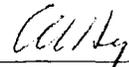
4. *Binding effect.* This Assurance of Discontinuance shall be binding on YPD and its successors and assigns.

5. *Release.* The State of Vermont hereby releases and discharges any and all claims that it may have against YPD or its affiliates based on conduct or activities arising under or in connection with 9 V.S.A. § 2466 and/or 9 V.S.A. Chapter 63 prior to the date of this Assurance of Discontinuance.

Date: 2/11/11

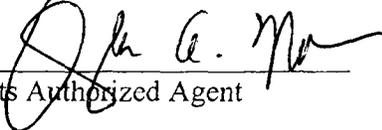
STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by:   
Elliot Burg  
Assistant Attorney General

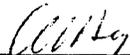
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YPD CORPORATION

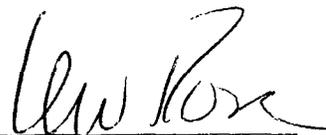
by:   
Its Authorized Agent

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ATTORNEY  
GENERAL  
109 State Street  
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05609

APPROVED AS TO FORM:



\_\_\_\_\_  
Elliot Burg  
Assistant Attorney General  
Office of Attorney General  
109 State Street  
Montpelier, VT 05609  
For the State of Vermont



\_\_\_\_\_  
Lewis Rose, Esq.  
Kelly Drye & Warren L.L.P.  
3050 K Street, N.W.  
Washington, D.C. 20007  
For YPD Corporation

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GENERAL  
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05609

**Exhibit 1 (Letter to Businesses)**

Dear [Name of Business]:

YPD has entered into a settlement with the Vermont Attorney General's Office to resolve claims that we did not properly notify you, in accordance with Vermont law, about charges billed to your local telephone bill for our services.

As part of that settlement, we are enclosing a refund check for all charges relating to YPD's services that appeared on your local telephone bill.

You have no obligation to do anything in response to this payment.

Sincerely,

YPD Corporation

Office of the  
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Montpelier, VT  
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