

STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT

7/10/12 10:27:30

In re BIZZFINDERS.COM, LLC )

CIVIL DIVISION

Docket No. 372-5-12 *Whe*

ASSURANCE OF DISCONTINUANCE

WHEREAS Bizzfinders.com, LLC (hereinafter referred to as "Bizzfinders") is a Nevada limited liability company with offices at 18 North Franklin Blvd., Suite C1, Pleasantville, New Jersey 08232;

WHEREAS Bizzfinders is a provider of website support and other services for businesses, the charges for which are placed on local telephone bills with the assistance of a Florida-based company called ILD Corp.;

WHEREAS between October 2007 and September 2011, Bizzfinders collected net revenues of approximately \$77,000 from 231 Vermont businesses for its services that appeared on local telephone bills in Vermont's area code 802;

WHEREAS Bizzfinders charged \$39.95 per month for its services;

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 send a notice by first-class mail to the party to be charged, containing information specified in the statute;

WHEREAS the Attorney General alleges that Bizzfinders' uniform notice failed to meet all the requirements of 9 V.S.A. § 2466;

WHEREAS the Attorney General also alleges that Bizzfinders violated Vermont Consumer Fraud Rule 109.02, <http://www.atg.state.vt.us/assets/files/CF%20109.pdf>, by stating that the businesses it solicited by telephone had been “selected” to receive a website free trial, when in fact the caller was simply making contact with prospective customers and all or a substantial number of those being called received the same opportunity;

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.* Bizzfinders 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. *Customer relief.*

a. No later than July 12, 2012, for each business from which Bizzfinders has received money through a charge on a local telephone bill with a number in area code 802, Bizzfinders 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 directly to the business. Bizzfinders shall use due diligence to ensure that accurate credits are provided to each customer to whom a credit is due.

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

to its last known address a check in the amount of the credit due, accompanied by a letter in substantially the form attached as Exhibit 1 hereto.

c. No later than August 13, 2012, Bizzfinders shall mail to the Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609, in an electronic Excel format, 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 August 13, 2012, Bizzfinders shall mail to the Vermont Attorney General's Office, (i) a single check, payable to "Vermont State Treasurer," in the total dollar amount of all refund checks under this paragraph 2 that were returned as undeliverable or that went uncashed, to be treated as unclaimed funds, (ii) a list in electronic Excel format on a compact disk, of the businesses whose checks were returned or were not cashed, and for each business, the last known address and dollar amount due, and (iii) Bizzfinders' federal tax identification number.

3. *Payment to the State.* No later than May 14, 2012, Bizzfinders 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 Bizzfinders and its successors and assigns.

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

6. *Admissibility.* This Assurance of Discontinuance is entered into for settlement purposes only and does not constitute an admission by Bizzfinders of any violation of law alleged by the Attorney General. Nothing in this Assurance of Discontinuance may be used or admitted as evidence or as an admission in any other adverse proceeding, action, investigation or inquiry, including but not limited to any governmental, regulatory or self-regulatory authority.

Date: 5/10/12

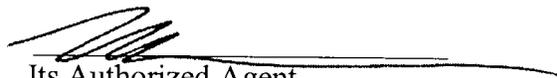
STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

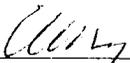
By:   
Elliot Burg  
Assistant Attorney General

Date: April 23, 2012

BIZZFINDERS.COM, LLC

By:   
Its Authorized Agent

APPROVED AS TO FORM:

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

  
Andrew B. Lustigman, Esq.  
Olshan Grundman Frome Rosenzweig &  
Wolosky, LLP  
Park Avenue Tower  
65 East 55th Street  
New York, New York 10022  
For Bizzfinders.com, LLC

**Exhibit 1 (Letter to Businesses)**

Dear [Name of Business]:

Bizzfinders.com 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 Bizzfinders' services that appeared on your local telephone bill.

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

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

Sincerely,

Bizzfinders.com, LLC

**STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT**

10 24 01

In re **EBIZZ, LLC** )

**CIVIL DIVISION**

Docket No. 373-5-12 Wnw

**ASSURANCE OF DISCONTINUANCE**

WHEREAS Ebizz, LLC (hereinafter referred to as "Ebizz") is a New Jersey limited liability company with offices at 1360 Clifton Avenue, Suite 282, Clifton, New Jersey 07012;

WHEREAS Ebizz is a provider of website support and other services for businesses, the charges for which are placed on local telephone bills with the assistance of a Florida-based company called ILD Corp.;

WHEREAS between March 2007 and September 2011, Ebizz collected net revenues of approximately \$78,500 from 296 Vermont businesses for its services that appeared on local telephone bills in Vermont's area code 802;

WHEREAS Ebizz charged \$39.95 per month for its services;

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 send a notice by first-class mail to the party to be charged, containing information specified in the statute;

WHEREAS the Attorney General alleges that Ebizz's uniform notice failed to meet all the requirements of 9 V.S.A. § 2466;

WHEREAS the Attorney General also alleges that Ebizz violated Vermont Consumer Fraud Rule 109.02, <http://www.atg.state.vt.us/assets/files/CF%20109.pdf>, by stating that the businesses it solicited by telephone had been “selected” to receive a website free trial, when in fact the caller was simply making contact with prospective customers and all or a substantial number of those being called received the same opportunity;

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.* Ebizz 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. *Customer relief.*

a. No later than July 12, 2012, for each business from which Ebizz has received money through a charge on a local telephone bill with a number in area code 802, Ebizz 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 directly to the business. Ebizz shall use due diligence to ensure that accurate credits are provided to each customer to whom a credit is due.

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

last known address a check in the amount of the credit due, accompanied by a letter in substantially the form attached as Exhibit 1 hereto.

c. No later than August 13, 2012, Ebizz shall mail to the Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609, in electronic Excel format, 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 August 13, 2012, Ebizz shall mail to the Vermont Attorney General's Office, (i) a single check, payable to "Vermont State Treasurer," in the total dollar amount of all refund checks under this paragraph 2 that were returned as undeliverable or that went uncashed, to be treated as unclaimed funds, (ii) a list in electronic Excel format on a compact disk, of the businesses whose checks were returned or were not cashed, and for each business, the last known address and dollar amount due, and (iii) Ebizz's federal tax identification number.

3. *Payment to the State.* No later than May 14, 2012, Ebizz 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 Ebizz and its successors and assigns.

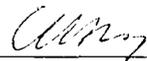
5. *Release.* The State of Vermont hereby releases and discharges any and all claims that it may have against Ebizz, its parents, subsidiaries, affiliates, officers and directors, based on conduct or activities arising under or in connection with 9 V.S.A. Chapter 63 and/or 9 V.S.A. § 2466 prior to the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

6. *Admissibility.* This Assurance of Discontinuance is entered into for settlement purposes only and does not constitute an admission by Ebizz of any violation of law alleged by the Attorney General. Nothing in this Assurance of Discontinuance may be used or admitted as evidence or as an admission in any other adverse proceeding, action, investigation or inquiry, including but not limited to any governmental, regulatory or self-regulatory authority.

Date: 5/15/12

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

By:   
Elliot Burg  
Assistant Attorney General

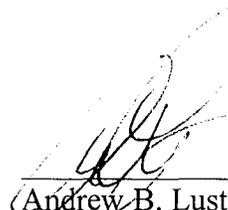
Date: 4-23-12

EBIZZ, LLC

By:   
Its Authorized Agent

APPROVED AS TO FORM:

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

  
Andrew B. Lustigman, Esq.  
Olshan Grundman Frome Rosenzweig &  
Wolosky, LLP  
Park Avenue Tower  
65 East 55th Street  
New York, New York 10022  
For Ebizz, LLC

**Exhibit 1 (Letter to Businesses)**

Dear [Name of Business]:

Ebizz 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 Ebizz's services that appeared on your local telephone bill.

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

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

Sincerely,

Ebizz

VT SUPERIOR COURT  
WASHINGTON UNIT

STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT

VT SUPERIOR COURT  
WASHINGTON UNIT

*ORDER*  
2012 MAY -8 A 11:17

2012 APR 26 P 1:03

*SA*

*[Handwritten signature]*

STATE OF VERMONT, )  
Plaintiff )  
 )  
v. )  
 )  
MEMBER'S EDGE, LLC, )  
RESIDENTIAL VOICE MAIL, INC., and )  
ILD CORP., )  
Defendants )

CIVIL DIVISION  
Docket No. 766-12-11 Wncv

**STIPULATION OF SETTLEMENT AND CONSENT DECREE**

WHEREAS, as evidenced by their signatures below, Plaintiff State of Vermont, through its Attorney General, and Defendants Member's Edge, LLC ("Member's Edge"), Residential Voice Mail, Inc. ("Residential Voice Mail"), and ILD Corp. ("ILD") have agreed to the entry of this Stipulation and Consent Decree;

WHEREAS the parties have waived any requirement that the Court make findings of fact or conclusions of law;

WHEREAS this Stipulation and Consent Decree appears to be just; and

WHEREAS the Court approves the terms of the parties' agreement and adopts them as its own determination of the parties' respective rights and obligations;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. *Injunctive relief.* Member's Edge and Residential Voice Mail shall comply strictly with 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 and the prohibition of the Act on unfair and deceptive acts and practices in commerce.

2. *Payments to and by Settlement Administrator*

a. No later than April 20, 2012, Member's Edge and Residential Voice Mail shall each pay to their counsel, Klein Zelman Rothermel LLP, 485 Madison Avenue, New York, New York 10022 ("Counsel"), for deposit in an escrow account or accounts at that firm, the sum of (i) all monies, not previously refunded, that were received from consumers by Member's Edge or Residential Voice Mail, respectively, through a charge that appeared on a local telephone bill with a number in area code 802 from August 10, 2005 to the present, said payment to be made for the express purpose of paying refunds to those consumers as described in subparagraphs 2(c) and (d), below, and (ii) ten thousand dollars (\$10,000.00) each (that is, twenty thousand dollars (\$20,000.00) total), said payment to be made for the express purpose of reimbursing the State of Vermont's reasonable fees and costs in this matter as described in subparagraph 2(e), below, *provided that* neither company shall be obligated to pay for consumers whom it can demonstrate to the Vermont Attorney General's Office used its services. By the same date, Member's Edge and Residential Voice Mail shall also provide to Klein Zelman electronic files containing the consumer name, last-known address, and amount of all unrefunded monies received, for each consumer described in subpart (i) of this subparagraph.

b. Within five (5) business days of deposit of the payments described in subparagraph 2(a) above, Counsel shall pay the sums described in the preceding subparagraph 2(a) to KCC Class Action Services, LLC, 75 Rowland Way, Suite 250,

Novato, California 94945 ("Settlement Administrator"), and shall direct the Settlement Administrator to manage those funds as described in subparagraphs 2(c) through (g), below.

c. For each consumer from whom Member's Edge has received money through a charge that appeared on a local telephone bill with a number in area code 802 from August 10, 2005, to the present, the Settlement Administrator shall, within fifteen (15) business days of its receipt of the payment described in paragraph 2(c) above, send to the consumer, by first-class mail, postage prepaid, a check in the amount of all monies that have not been previously refunded to the consumer's last known address, accompanied by a letter in substantially the same form attached as Exhibit 1, *provided that* the Settlement Administrator shall not be obligated to issue refunds to consumers who Member's Edge has demonstrated to the Vermont Attorney General's Office used its services.

d. For each consumer from whom Residential Voice Mail has received money through a charge that appeared on a local telephone bill with a number in area code 802 from August 10, 2005, to the present, the Settlement Administrator shall, within fifteen (15) business days of its receipt of the payment described in paragraph 2(c) above, send to the consumer, by first-class mail, postage prepaid, a check in the amount of all monies that have not been previously refunded to the consumer's last known address, accompanied by a letter in substantially the same form attached as Exhibit 2, *provided that* the Settlement Administrator shall not be obligated to issue refunds to consumers who Residential Voice Mail has demonstrated to the Vermont Attorney General's Office used its services.

e. Within five (5) business days of the completion of the mailing described in subparagraphs 2(c) and (d) above, the Settlement Administrator shall provide to the Vermont Attorney General's Office in electronic Excel format on a compact disk the names

and addresses of the consumers to whom letters and payments were sent under subparagraphs 2(c) and (d), above, along with the date and amount of each payment.

f. No later than ninety-five (95) days following the mailing described in subparagraphs 2(c) and (d) above, the Settlement Administrator shall mail to the Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609, a single check, payable to "Vermont State Treasurer," in the total dollar amount of all checks described in subparagraphs 2(c) and (d), above, that were returned as undeliverable or that went uncashed, to be treated as unclaimed funds, along with a list, in electronic Excel format on a compact disk, of the consumers whose checks were returned or were not cashed (which list shall set out the first and last names of the consumers in distinct fields or columns), and for each such consumer, the last known address and dollar amount due.

g. Within five (5) business days upon deposit of the payments described in subparagraph 2(a) above, Counsel shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of twenty thousand dollars (\$20,000.00) as reimbursement, one-half from Member's Edge and one-half from Residential Voice Mail, for reasonable attorneys' fees and costs.

3. *Binding effect.* This Consent Decree shall be binding on Member's Edge, Residential Voice Mail and their respective successors and assigns.

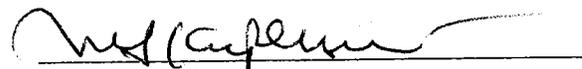
4. *Release.* Subject to paragraph 5, below, the State of Vermont hereby releases and discharges any and all claims that it had or may have had against Residential Voice Mail, Member's Edge, ILD, and any of their respective affiliates, officers, directors, members, managers and employees, based on conduct or activities arising under or in connection with the Vermont Consumer Fraud Act prior to the date of this Consent Decree.

5. *Dismissal.* This action is dismissed without prejudice as to all Defendants, until such time as the payment required by subparagraph 2(a) has been made and any checks paid under said subparagraph have cleared. The parties will then file a separate dismissal with prejudice as to all Defendants. Jurisdiction is retained by this Court for the sole purpose of enabling any of the parties to this Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof.

6. *Admissibility.* Defendants do not admit any violation of Vermont law, and nothing in this Stipulation and Consent Decree may be used or admitted as evidence or as an admission in any other adverse proceeding or action relating to any Defendant, nor shall anything in this document be considered first-party evidence. Entry into this Stipulation and Consent Decree does not constitute or result from any finding of wrongdoing by the Court or by the Attorney General against any of Defendants.

7. *Execution.* This Stipulation may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signed faxed or e-mailed copy of this Stipulation shall be treated the same as an original.

Dated this 7 day of March, 2012.

  
Superior Judge I

**STIPULATION**

The undersigned parties stipulate and agree to the foregoing Consent Decree.

Dated at \_\_\_\_\_, this \_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Member's Edge

Dated at \_\_\_\_\_, this \_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Residential Voice Mail

Dated at \_\_\_\_\_, this \_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of ILD

Dated at Montpelier, Vermont this 25<sup>th</sup> day of <sup>APRIL</sup>~~March~~, 2012.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

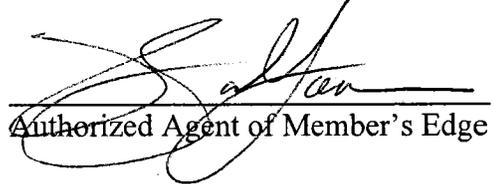
By:

  
\_\_\_\_\_  
Elliot Burg  
Assistant Attorney General

**STIPULATION**

The undersigned parties stipulate and agree to the foregoing Consent Decree.

Dated at New York, this 28 day of March, 2012.

  
\_\_\_\_\_  
Authorized Agent of Member's Edge

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Residential Voice Mail

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of ILD

Dated at Montpelier, Vermont this \_\_\_\_\_ day of March, 2012.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

By: \_\_\_\_\_  
Elliot Burg  
Assistant Attorney General

**STIPULATION**

The undersigned parties stipulate and agree to the foregoing Consent Decree.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Member's Edge

Dated at New York, this 29 day of March, 2012.

  
\_\_\_\_\_  
Authorized Agent of Residential Voice Mail

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of ILD

Dated at Montpelier, Vermont this \_\_\_\_\_ day of March, 2012.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

By: \_\_\_\_\_

Elliot Burg  
Assistant Attorney General

**STIPULATION**

The undersigned parties stipulate and agree to the foregoing Consent Decree.

Dated at \_\_\_\_\_, this \_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Member's Edge

Dated at \_\_\_\_\_, this \_\_\_\_ day of March, 2012.

\_\_\_\_\_  
Authorized Agent of Residential Voice Mail

Dated at Atlanta, GA, this 30th day of March, 2012.

  
\_\_\_\_\_  
Authorized Agent of ILD

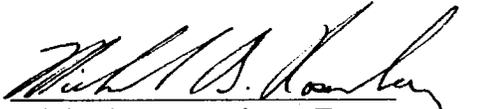
Dated at Montpelier, Vermont this \_\_\_\_\_ day of March, 2012.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

By: \_\_\_\_\_  
Elliot Burg  
Assistant Attorney General

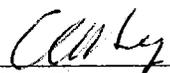
APPROVED AS TO FORM:



Michael B. Rosenberg, Esq.  
Burak Anderson & Melloni, PLC  
30 Main Street – Suite 210  
P.O. Box 787  
Burlington, Vermont 05402-0787  
Attorney for Member's Edge and Residential Voice Mail

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Eileen I. Elliott, Esq.  
Dunkiel Saunders Elliott Raubvogel & Hand, PLLC  
91 College Street  
Burlington, VT 05401  
Attorney for ILD



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

APPROVED AS TO FORM:

---

Michael B. Rosenberg, Esq.  
Burak Anderson & Melloni, PLC  
30 Main Street – Suite 210  
P.O. Box 787  
Burlington, Vermont 05402-0787  
Attorney for Member's Edge and Residential Voice Mail



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Eileen I. Elliott, Esq.  
Dunkiel Saunders Elliott Raubvogel & Hand, PLLC  
91 College Street  
Burlington, VT 05401  
Attorney for ILD

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

**Exhibit 1 (Letter to Consumers)**

Dear [Name of Consumer]:

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

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

Sincerely,

Member's Edge

**Exhibit 2 (Letter to Consumers)**

Dear [Name of Consumer]:

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

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

Sincerely,

Residential Voice Mail