IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, *ex rel.*	)	
ROBERT E. COOPER, JR.,	)	
ATTORNEY GENERAL & REPORTER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No.** 08C659
	)	
DIRECTORY BILLING, LLC,	)	
a Florida limited liability company	)	
d/b/a DIRECTORY BILLING	)	
and d/b/a USDIRECTORY.COM,	)	
	)	
Defendant.	)	

AGREED FINAL JUDGMENT

Pursuant to this Agreed Final Judgment filed by the parties in this matter, the Court makes the following findings and enters the following Agreed Final Judgment ("Judgment"):

I. JURISDICTION AND SCOPE

A. Jurisdiction and Venue. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), the Court has jurisdiction over the parties to this action and finds that venue is proper. The Defendant expressly waives the ten (10) days notice of proceedings pursuant to Tenn. Code Ann. § 47-18-108(a)(2) and further agrees that service of the State's Complaint may be performed by merely providing Defendant's local counsel with a copy of the State's Complaint. In light of the settlement of this matter, the parties agree no summons need to be issued or served.

B. Scope of Agreed Final Judgment. The injunctive provisions of this Agreed Final Judgment are entered pursuant to Tenn. Code Ann. § 47-18-108(a)(5) within the Tennessee Consumer Protection Act of 1977, § 47-18-101 *et seq.* relating to the use of activation checks in connection with the sale of merchandise and are applicable to **DIRECTORY BILLING, LLC,** a Florida limited liability company **d/b/a DIRECTORY BILLING and d/b/a USDIRECTORY.COM**, and its officers, members, directors, employees, agents, servants, representatives, successors and assigns and all persons, corporations, partnerships, and other entities acting in concert or participating with them who have actual or constructive knowledge of this Agreed Final Judgment.

II. DEFINITIONS

The following definitions shall be used in interpreting the terms of this Agreed Final Judgment:

A. Activation Checks means a negotiable instrument in the form of a check that, by its deposit, is intended by the sender or payor to evidence the acceptance by the recipient or payee of an offer to sell goods or services or the acceptance of an obligation to pay for any goods or services, or the establishment or activation of a relationship, which is reasonably expected to create a future obligation on the recipient or payee to pay for goods or services.

B. Bill or Billing means the submission of any billing information to a third party billing processor or aggregator for the purpose of the ultimate submissions of that billing

information to a customer's bank account, local exchange company (telephone company), credit card, or through any other automated billing channel intended to elicit payment by the customer, but, for purposes of this Agreed Final Judgment, does not include a written invoice delivered through the United States mail.

C. **Activation Check Customer** means any individual, business, church, institution, governmental agency or other organization which was initially solicited by the Defendant, through an Activation Check and which activated an account through the deposit of an Activation Check and thereafter was subjected to billing by the Defendant, through an automated billing channel including a Local Exchange Company (LEC) or telephone bill, an automatic bank draft or ACH draft posted against the Activation Check Customer's bank account, or a recurring charge posted against the credit card, and that made at least one payment to the Defendant.

D. **Current Activation Check Customer** means any Activation Check Customer which made a payment to the Defendant, directly or through a third party, within thirty (30) days of the Effective Date of this Judgment through or in response to any automated billing channel. Current Activation Check Customer does not include any customer that made a payment by mailing a check to the Defendant in response to a written invoice mailed to it by the Defendant and/or any customer that logged into their account with the Defendant.

E. **Defendant** means **DIRECTORY BILLING, LLC,** a Florida limited liability company d/b/a **DIRECTORY BILLING** and **d/b/a USDIRECTORY.COM.**

F. **Effective Date** means March 1, 2008.

G. **Merchandise** shall include any objects, wares, goods, commodities, intangibles, real estate, services or anything offered, directly or indirectly, to the public for sale.

H. **Represent** means to state, or to imply through statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or through any other manner or means by which meaning might be conveyed. For purposes of this Agreed Final Judgment, this definition applies to other forms of the word "Represent," including without limitation "Representation." In determining the express or implied meaning of a Representation that appears from the outside of a mailing envelope, only matters visible without opening the envelope shall be considered.

I. The **Settling States** are: Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Idaho, Illinois, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, North Carolina, North Dakota, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, and West Virginia.

J. The **State** means the Office of the Attorney General and Reporter of the State of Tennessee.

III. INJUNCTIVE TERMS

Pursuant to Tenn. Code Ann. § 47-18-108(a)(5), the Court hereby orders the following permanent injunction without cost bond as provided in Tenn. Code Ann. § 47-18-108(a)(4):

A. Promotional Practices

1. Termination of Use of Activation Checks. In connection with the advertisement, offer for sale or sale of goods or services, Defendant shall not, directly or indirectly, send to individuals, businesses, churches, institutions, governmental agencies or other organizations any solicitation that contains an Activation Check.

B. Notification of Current Activation Check Customers

1. Notice to Current Activation Check Customers. As of the Effective Date, Defendant shall not bill any Current Activation Check Customer for merchandise initially sold, in part or in full, through the use of an Activation Check unless and until Defendant mails to such customer the letter attached hereto and incorporated herein as Exhibit "A" in compliance with the following terms:

a) Notice Mailing Requirements. Defendant shall mail to each Current Activation Check Customer the letter and envelope attached hereto as Exhibit "A" by first class mail to the last known address of each Current Activation Check Customer. Also enclosed with the Exhibit A mailing shall be a return envelope addressed to Directory Billing, LLC. Such mailing shall occur within twenty (20) days of the Effective Date of this Agreed Final Judgment. The letter and envelope attached hereto as

Exhibit "A" shall have no other purpose and shall not contain any documents or other information not depicted by or expressly allowed by this sub-paragraph.

b) Customer Service. Defendant shall ensure that the telephone number reflected on Exhibit "A" as a "customer service" number is the same "customer service" number used in other contexts by Defendant, so as to ensure that recipients of Exhibit "A" might also locate that "customer service" number though Directory Billing, LLC, and other correspondence or communications between them and the Defendant. The "customer service" number shall be manned during regular business hours so that a recipient calling in response to Exhibit "A" may speak to a representative of Defendant, following no more than one automated menu option.

c) Returned Mail and Non-Mailable Addresses. Defendant shall inform the State of any mailing made of Exhibit "A" which is returned for either an incorrect or non-mailable address or due to a refusal by the apparent Tennessee addressee to receive the mailing. Defendant shall not commence billing for the affected account unless and until it obtains reliable third party confirmation that the address is currently on file with the United States Postal Service as the valid and current address for the Current Activation Check Customer. Evidence of that confirmation shall be retained under the terms of this Judgment and made available to the State upon request. Defendant will mail (or re-mail) Exhibit "A" to any confirmed or corrected address, making such modifications as necessary to allow recipients or re-mailed recipients a sixty (60) day period to make any response.

2. Reporting. Defendant shall retain all written responses to Exhibit "A" for a period of at least three (3) years from the Effective Date. Defendant shall identify, within twenty (20) business days of receiving a request by the State, the name, address, telephone number, and account number of any Tennessee customer which responded to Exhibit "A," along with the amount paid to that customer by Defendant, and the date that payment was made. Defendant shall also provide, within twenty (20) business days of receiving a request by the State, the name, address and telephone number associated with any customer account for which Exhibit "A" was returned to Defendant under paragraph 1(C) or any address confirmation obtained pursuant to paragraph 1(C) above.

3. Handling of Redress Offered to Current Activation Check Customers. Defendant shall accept all qualified requests that were postmarked within sixty (60) days following the last date on which Exhibit "A" was mailed by first class mail.

a) Qualified Requests. Defendant shall accept as "qualified" all requests for refunds which substantially comply with the requirements set forth in Exhibit "A." "Substantially complying" requests would include those requests which may be completed on copies of Exhibit "A" or replicated forms which otherwise reflect the content of the "refund request" portion of Exhibit "A," including the affirmation contained thereon. Pursuant to Exhibit "A" Defendant shall provide a refund in an amount equivalent to the qualified requestor's last two payments, refund any payments made to the Defendant since the date Exhibit "A" was mailed by the Defendant to the

qualified requestor and, cancel out any debt that might still be owed by the qualified requestor.

b) Payment to Qualified Requestors for Refund. Defendant shall remain responsible for ensuring that payment of any requested refund shall be made under the terms of this Section and shall take all reasonable efforts to complete that payment. If, after reasonable efforts, a payment has not been made to a qualified Current Activation Check Customer that has requested said refund, Defendant shall provide a written report to the State identifying such recipients, the payment amounts attempted to be delivered, and the efforts made to complete payment no later than six (6) months after the Effective Date. Within ninety (90) days of receiving such report, the State may direct payment by Defendant of those claimed amounts to the Tennessee Treasurer as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act. The parties agree these funds may be delivered to the Tennessee Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies.

4. Non-Exclusivity of Redress. Nothing in this Agreed Final Judgment shall be construed as limiting the ability of Defendant to offer additional refunds, credits, or other redress which exceeds the requirements of this Judgment. Defendant shall continue to honor any private agreements reached with individual customers in resolving any disputes.

5. Cancellation of Account and Limitation on Collection Efforts. If a Current Activation Check Customer requests cancellation in response to the notice attached hereto as Exhibit A, or if any prior Activation Check Customer had requested cancellation prior to the entry of this Agreed Final Judgment, then Defendant shall immediately cancel the customer's account with the Defendant and permanently cease billing the customer for services under the account. Additionally, the Defendant shall not, directly or indirectly, pursue collection of any unpaid or past-due amounts owed on such person's account, or represent that such collection may occur.

6. Reporting. Within sixty (60) days following the conclusion of the 60-day notification period described above, Defendant shall provide the State of Tennessee a record in electronic form (e.g., Microsoft Excel or other compatible database) itemizing all Tennessee customers which responded to Exhibit "A," and the following details: their name, address, telephone number, account number, the date their response was postmarked, and the amount they were paid by Defendant, and the date that payment was mailed.

IV. MONETARY PROVISIONS

A. Payment. The Settling States shall recover and Defendant shall pay the amount of Four Hundred Thousand Dollars ($400,000.00). Such monies shall be paid to the Attorney General of the State of Florida on behalf of the Settling States by Defendant upon the Defendant signing this Agreed Final Judgment.

B. Distribution. As soon as practicable following receipt of the above funds, the Attorney General of the State of Florida shall cause **$ 11,735.28** to be distributed to the State of Tennessee which shall be used as follows:

(i) Pursuant to Tenn. Code Ann. § 47-18-108(b)(4), **One Thousand Seven Hundred Thirty-Five Dollars and 28/100 cents ($1,735.28)** to the Tennessee Attorney General's Office for reasonable attorneys' fees and costs to be used for consumer protection purposes or for any other lawful purpose at the sole discretion of the Attorney General.

(ii) Pursuant to Tenn. Code Ann. § 47-18-108(b)(1), **Ten Thousand Dollars and 00/100 cents ($10,000.00)** shall be used for restitution of former Tennessee customers of Directory Billing who send colorable proof (i.e. an affidavit, a bank statement, a billing statement, or any other evidence or proof that shows that the person or entity was billed and submitted payment to Directory Billing) no later than 180 days after the Effective Date to the Division of Consumer Affairs within the Department of Commerce and Insurance or 180 days from the date the customer receives notice to send in colorable proof should any be issued. After 180 days from the date of the last mailing to customers initiated by the Division of Consumer Affairs or 180 days after the Effective Date, whichever is later, if enough funds out of the $10,000.00 are available, the Division of Consumer Affairs is authorized to distribute full refunds to customers. Should the amount claimed by former Tennessee consumers exceed $10,000.00, refunds shall be distributed on a pro rata basis or as the Division of Consumer Affairs otherwise deems appropriate. Should the Division of Consumer Affairs have any excess funds remaining,

the Director is authorized to use such funds for consumer education, litigation and investigative expenses under the Tennessee Consumer Protection Act at the sole discretion of the Director of the Division of Consumer Affairs.

(iii) If the entire monetary amount anticipated by the State of Tennessee is not received, any monies received shall first be fully attributed to attorneys' fees pursuant to V.B.(i). and then as payment for consumer restitution pursuant to IV.B.(ii). If more funds are received by the State of Tennessee than is anticipated, any additional sums shall be used for restitution purposes pursuant to IV.B.(ii).

V. RECORDS AND COMPLIANCE

A. Provision of Records

1. Current Activation Check Customer Records. Within twenty (20) business days of the Effective Date of this Agreed Final Judgment, the Defendant shall provide to the State of Tennessee a record in electronic form (e.g., Microsoft Excel or other compatible database) itemizing all Tennessee Current Activation Check Customers (those customers to whom Exhibit "A" is to be mailed), identified by customer number. Notwithstanding the above twenty (20) business day deadline, the foregoing record shall be provided by the date on which Exhibit "A" is mailed.

2. Assistance with Consumer Inquiries For a period of one (1) year following the effective date of this Agreed Final Judgment, if the State of Tennessee provides the Defendant

with the name of an Activation Check Customer, the Defendant shall provide, within five (5) business days of receipt of such a request, that customer's full name, address, telephone number, current method of billing (if any), account number, the dates during which the customer's account was open, the total amount paid by the customer to Defendant since January 1, 2004, and any amount that was refunded, reimbursed or credited against those amounts paid prior to the Effective Date of this Agreed Final Judgment (i.e., any set-off asserted by Defendant). Defendant will accept such requests from a Settling State by e-mail, telefax or telephone, in addition to mail.

3. Former Activation Check Customer Records. Defendant shall provide, within twenty (20) business days of receipt of any request from one of the Settling States, a list of all Tennessee Activation Check Customers who are no longer customers of the Defendant. The alphabetical list shall state the former Tennessee customer's full name, address, telephone number, account number, the dates during which the Tennessee customer's account was open, the total amount paid by the Tennessee customer to Defendant since January 1, 2004, and any amount that was refunded, reimbursed or credited against those amounts paid prior to the Effective Date of this Agreed Final Judgment (i.e., any set-off asserted by Defendant). Defendant will accept such requests from a Settling State by e-mail, telefax or telephone, in addition to mail.

B. Availability of Records

1. In addition to all foregoing obligations to provide information or records to the States, the Defendant shall maintain and make available to the State of Tennessee, upon its written request, all books, records and other documents which reflect the implementation of the

terms of this Agreed Final Judgment and compliance with its terms; all books, records and other documents which reflect the use of any Activation Check or any account created following the use of an Activation Check for any Current Activation Check Customer who requests cancellation in response to the notice attached hereto as Exhibit A; and all books, records and other documents which reflect any prior Activation Check Customer that had requested cancellation prior to the entry of this Agreed Final Judgment. Any such records requested by the State shall be made available for inspection within twenty (20) business days. The Defendant shall honor any request from the State to make such records available without further legal process.

VI. GENERAL AND ADMINISTRATIVE PROVISIONS

A. Modification. Jurisdiction is retained for the purpose of enabling any party to this Agreed Final Judgment to apply to the Court at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or carrying out of the injunctive provisions of this Agreed Final Judgment, or for the State's enforcement of and the punishment of violations of any provisions hereof as permitted by state law. The parties by stipulation may agree to a modification of this Agreed Final Judgment, which agreement shall be presented to this Court for consideration, provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both the State and Defendant.

Any party to this Agreed Final Judgment may petition the Court for modification on thirty (30) days' notice to all other parties to this Agreed Final Judgment subject to state law. If

Defendant wishes to seek a stipulation for a modification from the State, it shall send a written request for agreement to such modification to the Attorney General of the State at least thirty (30) days prior to filing a motion with the Court for such modification.

B. Modification for Conflict of Law. If, after the Effective Date of this Agreed Final Judgment, the State, its Attorney General, or any agency of the State charged with the administration of its consumer protection statutes, enacts or promulgates legislation, rules, or regulations with respect to the matters governed by this Agreed Final Judgment that conflict with any provision of this Agreed Final Judgment, including specifically allowing, under certain conditions, that which is prohibited under this Agreed Final Judgment, or if the applicable law of the State shall otherwise change so as to conflict with any provision of this Agreed Final Judgment, the Attorney General of such State shall not unreasonably withhold its consent to the modification of such provision to the extent necessary to eliminate such conflict.

Laws, rules, or regulations, or other change in State law, with respect to the matters governed by this Agreed Final Judgment, shall be deemed to "conflict" with a provision of this Agreed Final Judgment if Defendant cannot reasonably comply with both such law, rule, or regulation and an applicable provision of this Agreed Final Judgment. If Defendant believes that it cannot reasonably comply both with this Agreed Final Judgment and with applicable federal law, rules, or regulation, it may seek modification hereof.

C. Release of Claims. The State acknowledges by its execution hereof that this Agreed Final Judgment constitutes a complete settlement and release of all civil claims on behalf of the State against Defendant and all of their officers, directors, members, employees, agents, attorneys, servants, representatives, and their successors and assigns (all such released parties

shall be collectively referred to as the "Releasees"), with respect to all civil claims and causes of action which were asserted or which could have been asserted prior to the Effective Date under the above-cited consumer protection statutes and which were based upon the use of Activation Checks. The State agrees that it shall not proceed or institute any additional civil action or proceeding based upon the Tennessee Consumer Protection Act of 1977 against the Releasees (including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees, costs, or other relief) for the use of any Activation Check by the Releasees prior to the Effective Date.

Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Agreed Final Judgment or to take action based on future conduct by the Releasees. Defendant acknowledges that a violation of this Agreed Final Judgment may be evidence of a violation of state law.

D. Preservation of Law Enforcement Action. Nothing herein precludes the State of Tennessee from enforcing the provisions of this Agreed Final Judgment, or from pursuing any law enforcement action with respect to the acts or practices of Defendant not covered by this Agreed Final Judgment or any acts or practices conducted after the Effective Date of this Agreed Final Judgment.

E. Compliance with and Application of State Law. Nothing in this Agreed Final Judgment will be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. Accordingly, nothing herein relieves Defendant of its continuing duty to comply with applicable laws of the State nor constitutes authorization by the

State for Defendant to engage in acts and practices prohibited by such laws. This Agreed Final Judgment shall be governed by laws of the State of Tennessee.

F. Non-Admission. This Agreed Final Judgment shall not be construed as, or deemed to be evidence of, an admission or concession on the part of Defendant of any liability or wrongdoing whatsoever, which is hereby expressly denied and disclaimed by Defendant.

G. Past and Future Practices. Nothing herein constitutes approval by the State of the Defendant's past or future practices. Defendant shall not make any representation contrary to this paragraph.

H. No Change to Substantive Rights. Nothing herein shall be construed to waive, modify, or change any substantive rights of other persons or entities against Defendant with respect to the acts and practices covered by this Agreed Final Judgment.

I. Representations and Warranties. Defendant represents and warrants that it ceased the mailing of Activation Checks on or about March 15, 2006. Defendant further represents and warrants that it will implement the terms of this Agreed Final Judgment in good faith and will advise the State of Tennessee of any errors or omissions in the implementation discovered by it. Defendant acknowledges the State's reliance on the foregoing representations.

J. No offer, agreements, or inducements of any nature whatsoever have been made to Defendant by the State of Tennessee, its attorneys or any employee of the Attorney General's Office or the Division of Consumer Affairs to procure this Agreed Final Judgment.

K. Only Enforceable by the Parties. This Agreed Final Judgment may only be enforced by the parties to it.

L. Waiver of Service and Submission to Courts Jurisdiction. Defendant, by signing this Agreed Final Judgment, waives service of process and voluntarily submits to the jurisdiction of this Court.

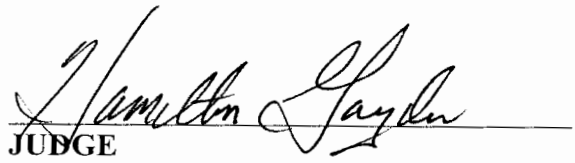
M. Maintaining Consumer Privacy in State Records. Personally identifying information in the possession of the State of Tennessee shall not be released to any person other than law enforcement entities to protect the privacy interests of consumers, to prevent future marketing to these consumers by third parties, and to prevent identity theft by third parties. Aggregate information that does not identify individual consumers and is contained in this Agreed Final Judgment may be released to third parties.

N. No pre-approval or review for compliance. The Defendant has provided the State with certain documents, advertisements, and contracts. The Defendant acknowledges and agrees that providing these documents to the State(s) in no way constitutes the State's pre-approval, review for compliance with state and federal law, regulation or rule.

O. Costs. Pursuant to Tenn. Code Ann. § 47-18-116, no costs shall be taxed against the State. Costs for filing this Agreed Final Judgment shall be paid out of the money received pursuant to paragraph IV.B.i.

ORDERED, ADJUDGED AND DECREED, this 3rd day of MARCH,

2008 at __:__ _.m.



JUDGE

I hereby certify that this is a true copy of original instrument filed in my office this 3rd day of March 2008
RICHARD R. ROOKER Clerk
By _____
Deputy Clerk

CONSENT TO JUDGMENT

1. Defendant acknowledges that they have read the foregoing Agreed Final Judgment.

2. Defendant admits the jurisdiction of the Court and consents to the entry of this Agreed Final Judgment.

3. Defendant states that no promise of any kind or nature whatsoever (other than the written terms of this Agreed Final Judgment) was made to it to induce it to enter into this Agreed Final Judgment, that it has entered into this Agreed Final Judgment voluntarily, and that this Agreed Final Judgment constitutes the entire agreement between Defendant and the State.

4. Frederick Middleton, represents that he is the Managing Member of Directory Billing, LLC, and that, as such, has been authorized by Directory Billing, LLC to enter into this Agreed Final Judgment for and on behalf of all entities bound by this Agreed Final Judgment.

Signed this 25 day of FEBRUARY, 2008.

DIRECTORY BILLING, LLC
a Florida Limited Liability Corporation,

Frederick Middleton

By: **FREDERICK MIDDLETON,** Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, a notary public of the State of Florida appeared Frederick Middleton, who swore under oath that he is the Managing Member of Directory Billing, LLC, and who is either (Check One) ✓ known to me or who _____ produced the following identification: _____.

Walter H Messick

NOTARY PUBLIC
AFFIX NOTARY SEAL

Notary Public State of Florida
Walter H Messick
My Commission DD752785
Expires 01/28/2012

ALFRED J. BENNINGTON, JR., ESQ.
Fla. Bar No. 404985
Shutts & Bowen, LLP
300 South Orange Ave.
Suite 1000
P.O. Box 4956
Orlando, FL 32802
(407) 835-6755
(407) 849-7255 (fax)
bbennington@shutts.com

SUZANNE LABRIT, ESQ.
B.P.R. No. 026694
Shutts & Bowen, LLP
201 South Biscayne Blvd., Suite 1500,
Miami, FL 33131
(305) 379-9167
(305) 347-7830 (fax)
slabrit@shutts.com

Attorneys for the Defendants

ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 010934

BRANT HARRELL
Assistant Attorney General
B.P.R. No. 024470
State of Tennessee
Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-9299
Facsimile: (615) 532-2910
Email: Brant.Harrell@state.tn.us
Attorneys for the Plaintiff

Approved by:

Mary Clement
Director
Tennessee Division of Consumer Affairs

Copies to:

Bud Bennington, Esq.
300 South Orange Avenue, Suite 1000
P.O. Box 4956
Orlando, FL 32802

EXHIBIT A

Notice of Important Legal Rights

<Company Name>
<Address>
<City>, <State> <Zip>
ACCOUNT: <Account ID>

Dear Customer:

You currently are being billed by Directory Billing, LLC d/b/a Directory Billing and USdirectory.com for Internet-based yellow pages advertising at our Website, USdirectory.com, which provides you with a presence on the internet and increased exposure to your customers for the monthly fee of $< > per month.

As part of a settlement between us and the Attorney General of your state, concerns were expressed about whether your business intended to purchase our service. We are, therefore, writing to ensure that your company or organization intended to purchase our services. According to our records, we initially solicited your purchase by mailing you a check for $3.25. By depositing or cashing the check, your company or organization automatically was signed up for Internet yellow pages advertising service, and after thirty (30) days the monthly fee was (withdrawn automatically from your business checking account) (assessed as a separate charge included as part of your monthly telephone bill).

If you did not intend to purchase our Internet advertising services and were signed up by mistake, and you desire to cancel your relationship with us, you may complete the **"Cancellation and Request for Refund"** portion of the enclosed form. We will refund to you an amount equivalent to your last two payments to us and refund any payments made to us since the date this notice was mailed to you by crediting the account you have been previously billed on. We will also cancel out any debt you might owe us.

Please use the enclosed envelope to return your form to Directory Billing, LLC, at _____. After you complete and return the attached form, no further action will be required of you.

If you have any questions regarding this notification or offer, you may call our toll-free Customer Service Number at _____.

PLEASE NOTE THAT THE DEADLINE FOR POSTMARKING A REQUEST FOR A REFUND UNDER THIS OFFER IS _____.

<Company Name>
ACCOUNT: <Account ID>

Directions: If you did not intend to purchase Internet advertising services from Directory Billing, LLC, and were signed up by mistake and without authorization, then you must complete this Cancellation and Refund by the Deadline.

REQUEST FOR CANCELLATION AND REFUND

I, _____, have authority to submit this Cancellation and to complete this Request for Refund on behalf of <Company Name>.

I hereby advise that <Company Name> did not knowingly purchase or authorize the purchase of a Directory Billing Internet Advertising Package or related Internet advertising services. <Company Name> desires to cancel its relationship with Directory Billing, LLC, and that all future billing for services provided by Directory Billing, LLC, be cancelled.

I affirm that I make the above statement of facts to the best of my knowledge and belief as to its truth.

_____

Signature of Authorized Individual

Response Instructions: Please review and provide us with any missing or corrected contact information below so we can acknowledge your cancellation and process your request for a refund.

<Company Name>

_____

<Address>

_____

<City>, <State> <Zip>

<Account ID>

_____

DEADLINE NOTICE:

TO RECEIVE THIS OFFER, YOUR RESPONSE MUST BE POSTMARKED NO LATER THAN _____. If you have any questions regarding this notification or offer, you may call our toll-free Customer Service Number at _____

Envelope

Settlement With <**STATE**> **ATTORNEY GENERAL**
Directory Billing, LLC
USdirectory.com

NOTICE OF IMPORTANT LEGAL RIGHTS
(Settlement Notice)

POSTMASTER:
Address Correction Requested
Please Forward

<Name of Customer>
<Address of Customer>
<Address of Customer>