

IN THE MATTER OF:

AB DATA, LTD.

ASSURANCE OF DISCONTINUANCE

Pursuant to 5 M.R.S.A. § 211, the Attorney General of the State of Maine initiated an investigation into certain conduct of AB Data, Ltd. ("AB Data") in providing services as a professional fund-raising counsel to a number of charitable organizations soliciting contributions from prospective donors in Maine. Based upon this investigation, the Attorney General determined that AB Data's conduct constitutes unlicensed practice in violation of the Maine Charitable Solicitations Act (9 M.R.S.A. § 5001 *et seq.*) and the Maine Unfair Trade Practices Act (5 M.R.S.A. § 205-A *et seq.*)

In lieu of commencing an action or proceeding under 5 M.R.S.A. § 209 and in settlement of all claims against AB Data that stem from the investigation, the Attorney General enters into this Assurance of Discontinuance ("Assurance") with AB Data pursuant to authority granted in 5 M.R.S.A. § 210.

STATEMENT OF FACTS

1. AB Data is a foreign corporation with a principal place of business at 8050 N. Port Washington Road, Milwaukee, Wisconsin 53217.

2. AB Data was previously registered as a professional fund-raising counsel by the Maine Department of Professional and Financial Regulation. Its registration expired on November 30, 2000.

3. Since November 30, 2000, AB Data has contracted to provide services as a professional fund-raising counsel to various charitable organizations in soliciting contributions from prospective donors in Maine.

4. AB Data admits that such conduct constitutes unlicensed practice, in violation of 9 M.R.S.A. § 5008 of the Charitable Solicitations Act, which is a *per se* violation of the Unfair Trade Practices Act, 5 M.R.S.A. § 205-A *et seq.*

ASSURANCES

5. AB Data shall immediately submit a completed application, along with the required surety bond and fees, to the Department of Professional and Financial Regulation in order to become registered as a professional fund-raising counsel.

6. AB Data shall thereafter comply with all registration, filing and disclosure requirements relating to professional fund-raising counsel that are contained in the Charitable Solicitations Act, 9 M.R.S.A. § 5001 *et seq.*

7. AB Data shall pay, upon the return to the Attorney General of the executed Assurance, the sum of \$10,000 directly to the Attorney General as reimbursement for attorney's fees and other costs of investigation leading to this Assurance. Said payment shall be made by bank or certified check payable to the

order of "Treasurer, State of Maine", and mailed to Carolyn A. Silsby, Assistant Attorney General, 6 State House Station, Augusta, ME 04330-0006.

8. This Assurance is a complete settlement and release on behalf of the State of Maine against AB Data with respect to all claims, causes of action, damages, fines, costs and penalties that were asserted, or could have been asserted, prior to the effective date of this Assurance under 5 M.R.S.A. § 207, which relate to, or are based upon, the subject matter of this Assurance.

9. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of this Assurance, or to take action based on future conduct that is not the subject of this Assurance. Before the Attorney General files a motion or other pleading alleging any violation of this Assurance, the Attorney General shall first give notice to AB Data of 14 business days. Notice shall be given by facsimile and mail addressed to the attention of: Seth Perlman, Esq., Perlman & Perlman, 220 Fifth Avenue, 7th Floor, New York, NY 10001. The giving of such notice shall not prevent the Attorney General from beginning any such proceeding following the expiration of the notice period. Prior to the expiration of the notice period, AB Data may respond in writing to the Attorney General with any information that it wishes to provide regarding the alleged violation of the Assurance. AB Data may request a meeting with a representative of the Attorney General during the notice period to attempt to resolve any such alleged violation. AB Data agrees that it shall not institute any

proceeding or action including, but not limited to, any declaratory judgment action against the State of Maine during such period.

GENERAL PROVISIONS

10. This Assurance shall be governed by the laws of the State of Maine.

11. This Assurance constitutes a legally enforceable obligation of AB Data in accordance with its terms.

12. The effective date of this Assurance shall be May 24, 2002.

13. Nothing in this Assurance shall be construed as a waiver of the private rights of any person.

14. Any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by the Maine Unfair Trade Practices Act.

15. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. Any amendment or modification to this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

16. This Assurance is a matter of public record, which shall be filed with the Superior Court of Kennebec County in the State of Maine.

17. The undersigned representative for each party certifies that he or she is fully authorized by the party he or she represents to enter into the terms

and conditions of this Assurance and to legally bind the party he or she represents to the Assurance.

Dated: May 15th, 2002

AB DATA, LTD.

By: 

SETH PERLMAN, ESQ.

Perlman & Perlman

220 Fifth Avenue

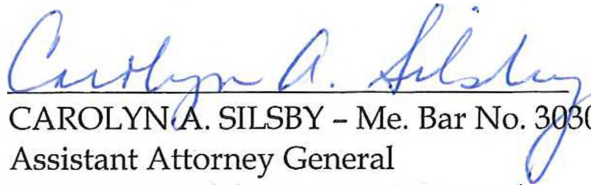
7th Floor

New York, New York 10001

G. STEVEN ROWE

ATTORNEY GENERAL

Dated: May 29, 2002



CAROLYN A. SILSBY - Me. Bar No. 3030

Assistant Attorney General

Department of the Attorney General

State House Station 6

Augusta, Maine 04333-0006