

IN THE MATTER OF:

Ron Goddard, Buying Time LLC
865 Spring Street
Westbrook, Maine 04022

ASSURANCE OF DISCONTINUANCE

The Attorney General of Maine (“Attorney General”) has been investigating certain acts and practices of Ron Goddard and his company, Buying Time LLC (collectively “Buying Time”), which may be subject to an order by the Attorney General or by a court of law. In accordance with 5 M.R.S. § 210, Buying Time, without in any way admitting that any of its prior practices were in violation of the Maine Unfair Trade Practices Act (the “Act”), 5 M.R.S. § 207, or any other applicable state and federal laws, has consented to observe the following terms, conditions, and agreements in the future conduct of its business from and after the date of the **ASSURANCE OF DISCONTINUANCE**.

BACKGROUND

1. Buying Time is a Nevada LLC authorized to do business in Maine. Its business plan is to sell advice and legal documents to consumers who are facing foreclosure proceedings. Buying Time maintains a principal business office at 865 Spring Street, Westbrook, Maine 04022.

2. Ron Goddard is, and was at all times pertinent hereto, the President and Chief Executive Officer of Buying Time.

3. In October of 2009, Buying Time inquired of the Attorney General and other State agencies whether it needed a license to operate a call center in Maine.

4. At that time the Attorney General reviewed the content of Buying Time's website and commenced this investigation.

THE ATTORNEY GENERAL'S ALLEGATIONS

7. The Attorney General has reviewed Buying Time's website and other documents provided to the Attorney General by Buying Time for compliance with the Act.

(a) Buying Time, LLC offers legal forms and advice to consumers who are in foreclosure proceedings which constitutes the unauthorized practice of law in violation of 4 M.R.S. §807.

(b) Buying Time LLC makes unsubstantiated claims about its ability to assist consumers in violation of section 207 of the UTPA. For example, Buying Time has no substantiation for its claims that it can "comfortably keep consumers who are in foreclosure in their homes for months."

(c) Buying Time LLC makes unsubstantiated claims about its ability to assist consumers in violation of section 207 of the UTPA. For example, Buying Time has no substantiation for its claims that its "typical client maintains residency for 15+ months."

(d) Buying Time LLC makes unsubstantiated claims about its ability to assist consumers in violation of section 207 of the UTPA. For example, Buying Time has no substantiation for its claims that "Once we have exhausted all other avenues and your home is sold, we contact the buyer of your home and try to work out a payment to you for leaving quickly and peacefully. We have been able to negotiate payments ranging anywhere from \$400 to \$4,500."

BUYING TIME'S POSITION

8. Buying Time believes that it is and at all times has been in compliance with the requirements of the Act. Buying Time further believes that it has cooperated with the Attorney General's investigation.

AGREEMENT

9. Although Buying Time denies that it has engaged in unlawful or otherwise inappropriate business practices, Buying Time agrees to this Assurance so this matter may be resolved without resort to litigation.

10. Buying Time agrees that neither it nor its successors and assigns will perform in Maine any of the following activities: (a) selling, marketing or preparing documents intended to be used in connection with a foreclosure proceeding including but not limited to Pleadings, Discovery Requests and Motions (collectively "legal products"); (b) training, monitoring or educating other sales representatives to sell, market or prepare any of those legal products; (c) giving legal advice relative to those legal products; (d) advising and counseling clients concerning the suitability of those legal products for a client's particular situation; (e) gathering client information for purposes of preparing or determining the suitability of the appropriate legal products for a client's particular situation without acting under the direct supervision and control of the client's attorney; (f) preparing any of those legal products particularly for a client's situation without acting under the express direction and control of the client's attorney; (g) offering legal advice to anyone concerning the execution of legal products.

Otherwise violating the Maine Unfair Trade Practices Act in connection with the offer, sale, advertising, promotion, or distribution of any products, services, or programs.

11. In exchange for the promises and agreements of Buying Time as set forth herein, the Attorney General waives any claims it has, or may have had, against Buying Time arising from the sale of goods and services in Maine including, but not limited to, claims for civil penalties, consumer restitution, or for any injunctive relief other than that which is set forth in this **ASSURANCE**.

12. Buying Time further promises not to represent directly or indirectly, or in any manner whatsoever, that the Attorney General has sanctioned, condoned or approved, in any manner whatsoever, any part or aspect of his business operation. It is agreed and understood that the contents of the **ASSURANCE** are and shall be public information.

13. It is further agreed and understood that, while the parties to this **ASSURANCE OF DISCONTINUANCE** presently intend to cooperate in securing and obtaining compliance with the terms of the **ASSURANCE**, the matters settled by the filing of this agreement may be reopened at any time by the Attorney General of Maine for further proceedings in the public interest, including such actions as may be necessary to monitor compliance with this **ASSURANCE**.

RON GODDARD and BUYING TIME LLC.



RON GODDARD

APPROVED BY:



LINDA J. CONTI
ASSISTANT ATTORNEY GENERAL

DATED: February 26, 2010