

STATE OF MAINE

KENNEBEC, SS.

SUPERIOR COURT

JAMES S. ERWIN, Attorney General
of the State of Maine

vs.

EDWARD CONNORS D/B/A COMPATABILITY
PLUS, INC., Brunswick, Maine, and
FRANK V. HILTZ III

)
)
) ASSURANCE OF
) DISCONTINUANCE
)

) Case No. 212
)
)

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of the Maine Revised Statutes Annotated, Title 5, Sections 206-212, James S. Erwin, Attorney General of the State of Maine, caused an investigation to be made into certain methods, acts and practices used by Compatability, Plus, Inc, a corporation duly authorized under the laws of Maine and having as its usual principal place of business at 114 Maine Street, Brunswick, Maine, operating as a referral dating service, hereinafter referred to as "Compatability, Inc."; and based upon such investigation has reason to believe that said Compatability, Inc. is using methods, acts, and practices declared to be unlawful by Section 207 of Title 5 of the Maine Revised Statutes. Such methods, acts and practices include:

1. The use of advertising materials, disseminated through various Maine newspapers, which have the capacity to deceive the consumer as to certain material aspects of the services offered for sale by Compatability, Inc.

2. The use of a written sales talk presented by agents of Compatability, Inc., which has the capacity to deceive the consumer as to certain material aspects of the services offered for sale by Compatability, Inc.

3. The failure to disclose certain material facts to the consumer, who without such facts may be deceived as to certain material aspects of the services offered for sale by Compatability, Inc.

4. The use of misrepresentations to consumers as to the actual number of participants presently enrolled by Compatability, Inc., within the State of Maine.

The purpose of said methods, acts and practices was to obtain customers and sales for Compatability, Inc.'s business.

It appears that proceedings to restrain and enjoin the use of such methods, acts and practices would be in the public interest.

It further appears that said Compatability, Inc., is willing to enter into an agreement to terminate the methods, acts and practices complained of by the Attorney General, and the Attorney General being agreeable does accept this Assurance of Discontinuance pursuant to Title 5 Maine Revised Statutes Annotated Sections 206-212 in lieu of injunctive proceedings under Section 210 of said Title.

Compatability, Inc. enters into this Assurance without admitting that it has violated the law, and that said Assurance is for settlement purposes only.

Upon notification that this agreement has been accepted by the Attorney General, Compatability, Inc., agrees to immediately cease and desist from engaging in any of the following acts and practices and/or making any of the following statements and representations in the State of Maine:

1. Representing that prospective enrollees will be "compatabile" in at least 40 out of 64 areas of interest with the prospective "dates" referred by Compatability, Inc.

2. Representing that "blind dates" are eliminated by a sophisticated, systematized method when in fact such methods are

not utilized.

3. Representing that a "scientific approach" is utilized when in fact such is not the case.

4. Representing that Compatability, Inc.'s computer is one of the most efficient types on the market and this computer can do more for the prospective customer in one hour than the customer could do for himself within a year when in fact such a computer is not utilized.

5. Representing that the only reason that consumers do not enter Compatability, Inc.'s program is that these consumers are presently meeting the "right kinds of people for a meaningful relationship" when in fact consumers have turned down the sales offer for a number of other unrelated reasons.

6. Representing that there is no cost to the consumer after the first year of the service when in fact the consumer receives nothing for which he has not paid in full.

7. Failing to disclose any material facts to the consumer, including but not limited to the approximate number of enrollees presently utilizing the services of Compatability, Inc., in the State of Maine. Such a disclosure must, of course, stipulate the approximate number of enrollee's within the general age group and of the same sex as the prospective enrollee.

8. Representing to prospective customers that they may enjoy "the benefits of dating people who are as close to being ideal for one another as modern technology can determine" when in fact this is not a reasonable expectation.

9. Representing, in any manner, that computers are utilized to process applications from enrollees from the State of Maine unless and until such time as this actually occurs on

a regular basis and for a reasonable purpose.

IT IS FURTHER AGREED that Compatability, Inc., shall forthwith deliver a copy of this order of Assurance of Discontinuance to all present and future salesmen or other persons engaged in the sale of Compatability Inc.'s services, and shall secure from each salesman or other person a signed statement acknowledging receipt of said order.

IT IS FURTHER AGREED that:

1. The parties to this Assurance shall make available, upon request, to the Attorney General, or his designated representatives, any and all materials and records necessary for the enforcement of this agreement. Any such materials and/or records will be maintained as confidential matter by the office of the Attorney General unless and until such matter indicates a violation of this agreement.

2. The parties to this Assurance shall forward a copy of, within ten days of receipt of notice thereof, any requests for refund or adjustment of contracts where the enrollee believes that he or she was induced to sign the contract by misrepresentations and/or the failure to disclose material facts, along with the name and address of the party submitting the request or notice.

3. The parties to this Assurance will make restitution to any party that can demonstrate that they purchased the services of Compatability, Inc., relying upon misrepresentations or material omissions of Compatability, Inc., its agents or employees and as a result of such reliance have suffered damage.

4. The parties to this Assurance shall tender, within ten days of the completion of the date of this agreement, the

sum of two hundred dollars (\$200.) to the Office of the Attorney General as a reasonable cost of its investigation herein.

It is further understood and agreed by the parties hereto that no proceeding shall be instituted hereafter by the Attorney General on the specific activities covered by this Agreement unless the Agreement shall have been breached or violated.

DATED:

JAMES S. ERWIN
Attorney General
State of Maine

EDWARD CONNORS D/B/A
Compatability Plus, Inc. and
FRANK V. HILTZ III

BY:

Edward J. Connors

BY:

John E. Quinn

JOHN E. QUINN
Assistant Attorney General
Consumer Protection Division

Frank V. Hiltz III

STATE OF MAINE

KENNEBEC, SS.

SUPERIOR COURT

JAMES S. ERWIN, Attorney General)
of the State of Maine)

vs.)

ASSURANCE OF
DISCONTINUANCE

COMPATABILITY OF MAINE, INC.,)
a duly authorized Maine Corporation)
having a usual place of business in)
Brunswick, Maine)

Case No. 212

ASSURANCE OF DISCONTINUANCE

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2. Representing that "blind dates" are eliminated by a sophisticated, systematized method when in fact such methods are not utilized.

3. Representing that a "scientific approach" is utilized when in fact such is not the case.

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3. Compatability, Inc. will make restitution to any party that can demonstrate that they purchased the services of Compatability, Inc., relying upon misrepresentations or material omissions of Compatability, Inc., its agents or employees and as a result of such reliance have suffered damage.

4. Compatability, Inc. shall tender, within ten days of the completion of the date of this agreement, the sum of two hundred dollars (\$200.) to the Office of the Attorney General as a reasonable cost of its investigation herein.

It is further understood and agreed by the parties hereto that no proceeding shall be instituted hereafter by the Attorney General on the specific activities covered by this Agreement unless the Agreement shall have been breached or violated.

DATED:

JAMES S. ERWIN
Attorney General
State of Maine

COMPATABILITY OF MAINE, INC.

BY: _____

By: _____
JOHN E. QUINN
Assistant Attorney General
Consumer Protection Division