

STATE OF MAINE  
OFFICE OF THE ATTORNEY GENERAL

In re:	)	
	)	ASSURANCE OF DISCONTINUANCE
STEVEN J. RILEY, DUSTIN M.	)	
EDWARDS, and RIVERSIDE	)	(5 M.R.S. § 210)
AUGUSTA PROPERTIES, LLC	)	

This Assurance of Discontinuance (“Assurance”) is entered into by the Attorney General of the State of Maine (“Attorney General”) acting pursuant to 5 M.R.S. § 210, Steven J. Riley, Dustin M. Edwards, and Riverside Augusta Properties, LLC (collectively, “Respondents”).

BACKGROUND

1. Riverside Augusta Properties, LLC (“Riverside Augusta”) is a Maine limited liability company, located in Old Orchard Beach, Maine, that provides inbound telemarketing services to various clients, which, until it was dissolved, included Mor Market Research, LLC.

2. Mor Market Research, LLC, (“Mor Market”) was a Nevada limited liability company that marketed and sold coupons for discounts on groceries in 2010 and 2011 via an arrangement with Riverside Augusta. Mor Market was dissolved on February 28, 2011.

3. Dustin M. Edwards, a resident of Scarborough, is an employee of Riverside Augusta and President of ROI Consultants, Inc., which is a member of Riverside Augusta. He was also a member of Mor Market. He formulates, directs and controls the content of, and compliance with, inbound

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telemarketing scripts used by Riverside Augusta and also, formerly, Mor Market.

4. Steven J. Riley, a resident of South Portland, directs and controls the advertising policies, acts and practices of Riverside Augusta and also, formerly, Mor Market.

5. The Attorney General commenced an investigation after receiving complaints from consumers outside the State of Maine about a grocery savings program marketed by Mor Market for which Riverside Augusta performed inbound telemarketing services.

6. Mor Market sold grocery coupons to consumers via inbound telemarketing services that were provided by Respondents.

7. One radio ad for Mor Market stated, "How'd you like to get a thousand dollars worth of groceries? Good News! Now you can thanks to the special consumer spending study being conducted in your area."

8. The radio ad referred to "a thousand dollars worth of groceries" five times. However, the Attorney General contends that the ad's disclaimer, "1000 DOLLAR AMOUNT REFLECTS VALUE OF NON-TRANSFERABLE COUPONS PROVIDED, FEES AND RESTRICTIONS MAY APPLY," was not clear and conspicuous nor was it heard and understood by consumers.

9. The radio ad induced consumers to call an 800 number, which was answered by sales agents who read a sales script containing statements such as, "MOR Market Research is conducting a consumer spending study in

your area, the study is funded by the distributors and manufacturers of the groceries you purchase.”

10. The Attorney General contends that no spending study was ever conducted.

#### THE ATTORNEY GENERAL'S POSITION

The Attorney General contends that the Respondents' actions as described above constitute unfair and/or deceptive trade practices in violation of 5 M.R.S. § 207. He acknowledges that Respondents have been cooperative in the investigation of this matter.

#### RESPONDENTS' POSITION

Respondents deny that their actions as described above constitute unfair and/or deceptive trade practices in violation of 5 M.R.S. § 207. Respondents deny any intentional wrongdoing.

#### AGREEMENT AND ASSURANCE

The parties hereby agree to the following provisions to resolve, without resort to litigation, the concerns of the Attorney General:

1. This Assurance shall remain in effect for 3 years from the date that it is fully executed by the parties. During the time that it is in effect, Respondents agree to comply with the provisions set forth below.

(A) Make claims, directly or indirectly, in connection with the advertising, promotion, offering for sale, sale or distribution of coupons that such coupons are being provided to consumers for participating in a survey or study.

- (B) Create, publish, disseminate, sell, distribute, or assist in the distribution of any type of advertising that is false, deceptive.
- (C) When using qualifying disclosures, Respondents shall not engage in acts or make statements that direct consumers away from the importance of any qualifying phrase.

2. Respondents shall require all clients for whom they take inbound telephone calls to provide them with copies of all advertisements and sales scripts for said inbound calls.

3. Respondents shall record all telemarketing sales calls in their entirety and make such recordings available to the Attorney General upon request, along with any equipment necessary to make the recordings easily audible or readable.

4. Respondents shall provide a copy of this Assurance to all members, registered agents and owners of Riverside Augusta Properties, LLC and any other telemarketing business in which Respondents, individually or jointly, have a significant ownership interest.

5. Respondents shall not 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 their past, or any future, business operations. It is agreed and understood that the contents of the Assurance are, and shall be, public information.

6. In exchange for Respondents' agreement to the provisions herein, the Attorney General waives any claims that he has, or may have had, against

Respondents arising from possible violations of 5 M.R.S. § 207 relating to the conduct of their businesses prior to January 1, 2010.

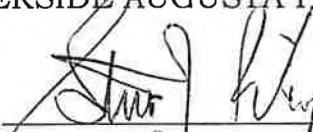
7. It is further agreed and understood that, while the parties to this Assurance presently intend to cooperate in securing and obtaining compliance with the terms of the Assurance, the matters settled by the filing of this agreement may be reopened at any time by the Attorney General for further proceedings in the public interest, including such actions as may be necessary to monitor and enforce compliance with this Assurance, without affecting the waiver and release of claims referenced above.

8. The Attorney General agrees that before commencing an action to enforce this agreement he will provide the parties 10 days advance notice and an opportunity to meet and confer.

9. Upon execution of this Assurance, Respondents shall pay the sum of \$5,000 to the Attorney General, by bank check made payable to the "Maine Attorney General," for attorneys' fees and investigative costs incurred in this matter.

RIVERSIDE AUGUSTA PROPERTIES, LLC

Date: 2/6/2012

By: 

Name Steven J. Riley

Title President

Date: 2/6/2012



STEVEN J. RILEY, INDIVIDUALLY

Date: 2/6/12

*Dustin Edwards*  
DUSTIN M. EDWARDS, INDIVIDUALLY

Date: 2/16/12

*L. Conti*  
LINDA J. CONTI  
ASSISTANT ATTORNEY GENERAL

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