
**BEFORE THE DIVISION OF CONSUMER PROTECTION
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH**

In the matter of:

VAPEX LLC a Utah limited liability company, doing business as **ALPHAFILL, TRYVAPEX.COM** and **VAPEXSTORE.COM**; and

ALPHA VENDING LLC, a Utah limited liability company; and

SCOTT BARTH, individually and as an officer, director, manager, agent and/or owner of the above-named entity; and

MARIO ZAMORA, individually and as an officer, director, manager, agent and/or owner of the above-named entity; and

KOURTNEY SALAVATORI, individually and as an officer, director, manager, agent and/or owner of the above-named entity;

Respondents.

DCP Legal Case No. 83243
DCP Case No. 82403

ADMINISTRATIVE CITATION

PURSUANT TO THE AUTHORITY granted by UTAH CODE §13-2-6(3), which empowers the Division of Consumer Protection to issue a citation upon any person reasonably believed to be engaged in the violation of any statute listed in UTAH CODE §13-2-1, it appears, upon information and belief, that you are in violation of the *Consumer Sales Practices Act*, UTAH CODE § 13-11-1 *et seq.* In particular, the Division of Consumer Protection alleges:

- 1-** Vapex LLC is a Utah limited liability company established on May 15, 2013 and lists its corporate address as 197 E 800 N Bountiful Utah. Vapex LLC operates an e-commerce business through the websites tryvapex.com and vapexstore.com. Alpha Vending LLC, is a Utah limited liability company listed as the owner of Vapex LLC. Scott Barth is listed

as the registered agent of Vapex LLC and Alpha Vending LLC. Barth also serves as a member, manager or agent of the entity Alpha Vending LLC; he is also listed as the registrant of the Vapex LLC websites. Mario Zamora and Kourtney Salavatori are also listed as managing members of the business Alpha Vending LLC. The above named entities and individuals will be referred to hereinafter as “Respondents.”

- 2- Respondents sell electronic cigarettes consisting of a battery powered device that utilizes “E-juice” and “Clearomizers” to create an inhalable nicotine vapor. These electronic cigarettes, also known as “e-cigs”, are marketed as a smokeless tobacco alternative to cigarettes that Respondents sell online through its promotional offerings and auto-shipment plan. As of March 2014 Respondents’ websites appear to have ceased offering its trial promotion and e-cigarette sales.
- 3- Respondents’ website tryvapex.com, created on September 7, 2013, advertised that its product can be, “*smoked anywhere*” and listed examples of: “*Airplanes & Airports, Restaurants & Clubs, Hotels & Cruise Ships, and Work & Offices.*” Under the *Utah indoor Clean Air Act*, UTAH CODE §26-38-1 E-cigarettes are subject to the same smoking area restrictions as traditional cigarettes and may not be smoked in the places Respondents have advertised to encompass “anywhere”. Respondents’ website tryvapex.com also stated its product is a “*healthy alternative*” to traditional cigarette smoking and that its product can, “*reduce serious health risks*”, but does not include any supporting documentation, nor cite references from medical providers or the Food and Drug Administration substantiating this claim.
- 4- Respondents’ website also advertised it was offering a promotional, “*New Starter Kit! You Just Pay \$4.95 Shipping & Handling,*” and “*Risk Free Starter Kit... Claim your trial... hurry this offer won’t last,*” and offered a “*100% Satisfaction Guarantee*” and “*LIFETIME WARRANTY INCLUDED.*” Nowhere on Respondents’ initial landing page or ordering page, is the full retail price of the product disclosed, nor are the additional terms and conditions of the *Risk Free Trial* or *Satisfaction Guarantee* or *Lifetime Warranty* stated within close proximity to these advertisements.
- 5- When a consumer selects, “*Rush My Order*” or “*Claim Your Trial*” to try the Respondents’ product, the consumer is directed to enter their billing and shipping information on a payment page in which the shipping price is listed as \$4.95 and includes

a statement that reads, “Retail: \$99.95”. No additional statements, references or disclosures are made to the consumer regarding the Respondents’ terms, conditions or obligations of the trial or the starter kit.

6- Respondents’ “Terms and Conditions” are found through a greyed out link on the main webpage. The Terms and Conditions as of November 2013 are written as follows:

[2.1] By placing your order you will be receiving a 12 day evaluation of Vapex for the price of \$4.95 shipping and handling! Your order will be shipped via USPS Ground and you will receive [sic] 1 battery, 1 wall charger, 1 clearomizer (cartomizer that is clear so you can see the amount of liquid you have remaining), 1 bottle of e-juice (nicotine based liquid). We stand by our satisfaction Guarantee and our friendly customer service. You will also be enrolling into our convenient auto ship program once your evaluation expires. You understand that you are subscribing to a monthly shipment program and you will be charged \$99.95 per month starting 12 days from today and every 30 days thereafter unless cancelled and will be receiving a 1 month supply of 1 box of clearomizers (5 packs) and four 10ml bottles of e-juice. You also understand that you can cancel at any time, subject to the provisions of section 3, without further obligation by calling 800.554.5447 Monday - Friday between the hours of 9am-6pm EST. Your transaction will appear on your credit card statement as TRYVAPEX.COM. You will receive [sic] your package within 2-4 business days or each payment. Please allow 2-4 Business days for your initial [sic] Starter Kit.

[2.2] If you cancel during your evaluation period, prior to your first billing cycle, you will be charged \$49.95 to keep the Starter Kit. **If you are not satisfied with our product, simply return the Starter Kit and the unused E-juice and clearomizers before 12 days to avoid being charged \$49.95.** If you do not return the Starter Kit and the unused E-juice, you will be charged \$49.95. First month's billing cycle includes \$49.95 for the Starter Kit and \$50 for the auto shipment (4 bottle of selected E-juice and a 5 pack of clearomizers). This is at a discounted rate for your first month's supply. Every 30 days thereafter you will be billed the regular price of \$99.95 per month for the auto shipment.

[2.3] You authorize us to initiate a one-time charge to your credit card, as indicated, upon your purchase, a charge once your evaluation period ends of \$99.95 (\$49.95 if you choose to cancel and keep the starter kit), and a charge every 30 days thereafter for the auto shipment, unless canceled. This transaction will show on your statement as TRYVAPEX.COM.

[3.1] REFUND POLICY. You must call Customer Service at 800.554.5447 before any arrangements will be made to issue a refund. Shipping and handling fees are non-refundable. If you are not satisfied with our product, simply return the Starter Kit and the unused E-juice and clearomizers before 12 days to avoid being charged \$49.95. If you like the product, your first month's billing cycle includes \$49.95 for the Starter Kit and \$50 for the auto shipment (4 bottle of selected E-juice and a 5 pack of clearomizers). This is at a discounted rate for your first month's supply. Every 30 days thereafter you will be billed the regular price of \$99.95 per month for the auto shipment. I understand that I am subscribing to a monthly shipment program and I will be charged \$99.95 per month per month starting 12 days from today and every 30 days thereafter and will be receiving a 1 month supply of 1 box of clearomizers[sic] (5 packs) and four 10ml bottles of e-juice each month. I can cancel at any time without further obligation by calling 800.554.5447 Monday through Friday between the hours of 9:00AM [sic] to 5:00PM MST.

3.1.1 During your trial period, you will just pay for shipping, if you choose to keep the starter kit, your first month's payment will be reduced by \$49.95 to cover the starter kit, and you will be charged just \$99.95, which includes \$50 for the auto shipment (4 bottles of selected E-juice and a 5 pack of clearomizers). You will also be [sic] enrolled in our auto shipment plan [sic] and every 30 days you will be charged the regular price of \$99.95. You can cancel at any time, but to avoid being charged \$49.95 for the starter kit, you must cancel before your 12 day free trial is over.

[3.2] RMA (Return Merchandise Authorization) numbers are required for all returns and are available upon request by calling customer service. RMA numbers will be issued within 2 business days. Products must be returned to Vapex, 4525 S 2300 E #100 Salt Lake City, UT 84117, in their original, unopened package within 30 days of shipment.

[4.1] You expressly agree to submit in writing any objection regarding credit card charges to:

Vapex
4525 S 2300 E #100
Salt Lake City, UT. 84117

Corporate Address:

Vapex
197 East 800 North
Bountiful, UT. 84010

[4.2] Vapex, in its sole discretion, shall determine the validity of Your objection and notify You of its decision. Should You disagree with the decision, You agree to mediate the dispute before litigation.

[6.2] No warranty, commitment or any other obligation should ever be assumed by You on Our behalf or on behalf of a Product manufacturer, licensor or supplier without Our express prior written consent.

[10] WARRANTY "AS IS" IN GENERAL- WITHOUT REGARD TO SEPARATE WARRANTY STATEMENTS PACKAGED BY THE MANUFACTURER WITH THE PRODUCTS.

[10.1] All Product specifications, illustrations, drawing, particulars, dimensions, performance data and other information on the Site or made available by Us are intended to represent no more than general illustration of the Products and do not constitute a warranty or representation by us that the Products will confirm with the same. You must refer to the manufacturer's specifications or warranty documentation to determine Your rights and remedies in this regard.

[15.1] The construction validity and performance of these Conditions shall be governed by Arizona Law and You agree to submit to the exclusive jurisdiction of the Arizona Courts, in the event of legal proceedings arising from any dispute; The language of any dispute resolution procedure or any proceedings will be English.

7- Respondents' "Terms and Conditions" were altered in January of 2014. Exerts of the changes are written as follows:

[2.1] Your Vapex order features a 12 day delayed billing period allowing you to fully evaluate the Vapex 30 day Starter Kit. **You will be billed 12 days from you initial order.** The Vapex 30 day Starter Kit includes 1 battery, USB charger, 3 clearomizers (this is the vial that vaporizes the e-juice), and 4 bottles of e-juice (nicotine base liquid). You will be billed \$99.95 for the Starter Kit if you do not call and cancel before your 12 day delayed billing period expires. You must also agree to return you starter kit before the next billing cycle, if you do not, you will be charged the full \$99.95 amount. **Also, to qualify for the promotional trial you agree to be enrolled into our convenient auto ship program.**

Every 30 days from the date your initial order you'll be shipped the Vapex Replacement Pack and be billed \$99.95. The Replacement Pack includes 2 clearomizers and 4 bottles of e-juice so that you never run out. You also understand that you can cancel at anytime, subject to the provisions of section 3, without further obligation by calling 800-554-5447 Monday-Friday between the hours of 9am-6om MST. Your transaction will appear on your credit card statement as **TRYVAPEX.COM**. Your Strat Kit or Replacement Pack will be shipped within 1-2 business days after each payment.

[2.2] Billing sample- Customers are shipped monthly supply of product at the time of purchase and every 30 days thereafter until canceled. Customers are billed \$99.95 for each shipment. Customers are receiving a special promotion delaying the first bill of \$99.95 for 12 days after their first shipment is sent allowing them to evaluate the product, you will be billed \$99.95 18 days later (30 days from the initial order) and receive your first replacement pack. Customers will continue to receive the replacement shipments at the cost of \$99.95 every 30 days after their initial order, for a period not to exceed 6 months, unless cancelled, Customers may cancel at anytime.

[3.1] RMA (Return Merchandise Authorization) numbers are required for all returns and are available upon request by calling customer service. RMA numbers will be issued over the phone only by a customer service agent. Products must be returned to **Vapex, 4525 S 2300 E #100 Salt Lake City, UT 84117**, in their original, unopened package within 30 days of shipment.

[3.2] **RESTOCKING FEE.** [sic] **There is a \$17.50 per unit restocking fee for all returned shipments.** The restocking fee will be deducted from the amount refunded back to a customer. Example: If a customer is due a 99.95 refund, this customer will receive a refund of \$82.45. If a customer has not been billed for their product due to the delayed billing period, Vapex is authorized to bill the \$17.50 restocking fee to the customer's card on file.

[3.3] **REFUND POLICY.** You must call Customer Services at 800-554-5447 before any arrangements will be made to issue a refund. Shipping and handling fees are non-refundable. Product must be returned using an RMA number before any refunds will be issued. If at anytime you are not satisfied with your product, contact customer service to receive an RMA number before returning your product. **Refunds will only be issued to customers who have returned their product before their next billing event.**

8- Respondents have also solicited their tryvapex.com trial via e-mail, radio, and telephone. Respondents' e-mail advertisement makes a representation that its product can be smoked anywhere and that participating in the trial is without risk and at no cost and appears as follows:



9- By clicking on any of the promotional images a consumer is then redirected to the order placement page of the Respondents' website tryvapex.com. Nowhere in its e-mail promotion is the full retail price of the product disclosed, the cost of any shipping or handling fees disclosed, nor any other terms and conditions that would apply to the Risk Free Trial or Free Starter Kit, that would tell a consumer that the offer is not in fact "free".

- [REDACTED] COMPLAINT -

10- On or about January 8, 2014 the consumer Philip [REDACTED] of [REDACTED] Pennsylvania entered into a consumer transaction with Respondents after hearing a radio advertisement for a *Free 30 day supply E-Cigarette Starter Kit*. [REDACTED] paid \$4.95 for shipping and handling to receive a *Free Starter Kit*. The consumer provided his credit card information over the phone and proceeded with the transaction. The consumer alleges no other terms, conditions, or obligations were disclosed to him in the advertisement or during the sale. After signing up for the trial the consumer was billed \$99.95 on January 21, 2014, just days after receiving the product. The charge appeared on the consumer's bank statement as POS PUR VAPEXSTORE.COM and listed the number of 801-244-5903. [REDACTED] contacted the number to inquire about the charge, cancel the transaction and receive a refund. The phone number was not that of the company. On or about February 7, 2014 Respondents again charged \$99.95 [REDACTED]'s credit card. The charge appeared on the consumer's bank statement as POS PUR VAPEXSTORE.COM 800-554-5447 UTU599. [REDACTED] contacted Respondent to cancel and request a refund of the \$199.90 in charges.

11- On April 7, 2014 the Division sent notice of this complaint to Respondents for a response. Since that time the Division has become aware of at least 89 additional consumer complaints against Respondents. A list of these complainants is attached to this Citation as Exhibit A. Each consumer listed in Exhibit A alleges a pattern of conduct similar to the facts described above. The consumer transactions described in Exhibit A occurred just days after the website launched. The acts complained of are in violation of the *Utah Consumer Sales Practices Act* and the *Utah Telephone Fraud Prevention Act*, and the administrative rules promulgated pursuant to those Acts.

COUNTS 1-3

11- The above described instance in paragraph 3 is in violation to the *Utah Consumer Sales Practices Act*, UTAH CODE §13-11-4. Deceptive act or practice by supplier.

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

(a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not;

12- Respondents' statements on its website and promotional materials that its product can be

smoked anywhere is a false, deceptive or substantially inaccurate statement.

13- Respondents have represented that its product can be used in several public places, including airplanes, which is not true.

14- Additionally, Respondents' advertisement that its product is a healthy alternative, has health benefits, and are a healthy improvement over traditional cigarette smoking are also a false, deceptive, or unsubstantiated statement. Respondents have represented its product has health benefits it does not.

(3 incidents occurred in violation under this count, a potential fine of \$2,500.00 per violation, for a maximum potential fine of \$7,500.00).

COUNT 4:

15- The above described instance in paragraphs 4, 6 and 7 are in violation to the *Utah Consumer Sales Practices Act Rules*, Utah Admin Rules § R152-11-2. Exclusions and Limitations in Advertisement. R152-11-4. Use of the Word "Free" etc.

B. Disclosure of Conditions. A "free" or similar offer is deceptive unless all the terms, conditions, and obligations upon which receipt and retention of the "free" item are contingent are set forth clearly and conspicuously at the outset of the offer so as to leave no reasonable probability that the terms of the offer might be misunderstood.

16- Respondents used the word "free" in multiple instances referencing its product trial as without risk or cost, when in fact the Respondents' trial was not free of risk or without cost, but rather obligated the consumer to additional terms, conditions, and recurring fees of \$99.95.

(1 count alleged for a potential fine of \$2,500.00)

COUNTS 5-6:

17- The above described instances in paragraph 3, 4, and 5 are in violation to the *Utah Consumer Sales Practices Act Rules*, UTAH ADMIN CODE § R152-11-2. Exclusions and Limitations in Advertisement.

A. It is a deceptive act or practice for a supplier in connection with a consumer transaction, in the sale or offering for sale of a consumer commodity to make any offer in written or printed advertising or promotional literature without stating clearly and conspicuously in close proximity to the words stating the offer of any material exclusions, reservations, limitations, modifications, or conditions. The following are examples of the types of material exclusions, reservations, limitations, modifications, or conditions of offers which must be clearly stated:

(1) An advertisement for any consumer commodity not disclosing the amount of any additional charge for any of the features displayed or listed in the advertisement would be deceptive.

18- Respondents failed to make clear and conspicuous written disclosures within close proximity to any of its offers stating any material exclusions, reservations, limitations, prices, terms or conditions, or other statements regarding the starter kit or refill packs. Respondents specifically failed to disclose these additional charges and items in its advertisements.

(2 counts, with a potential fine of \$2,500.00 per count, for a maximum potential fine of \$5,000.00).

COUNTS 6-10:

19- The above described instance in paragraph 4 is in violation to the *Utah Consumer Sales Practices Act*, UTAH CODE §13-11-4. Deceptive act or practice by supplier.

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

(j) (i) indicates that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, particular warranty terms, or other rights, remedies, or obligations, if the representation is false;

20- Respondents' advertisements failed to clearly and conspicuously disclose the obligations of the consumer to cancel the *Risk Free Trial* within 12 days to avoid being billed the full retail value.

21- Respondents' advertisements also failed to clearly and conspicuously disclose such terms, rights, remedies, or obligations of the auto-ship program for *Replacement Packs* that were to occur every 30 days thereafter.

22- Respondents advertised a "100% Satisfaction Guarantee" and a "Lifetime Warranty", however no terms, conditions, restrictions or polices were stated for this guarantee or

warranty were disclosed in any of Respondents' representations to the consumer including its website and e-mail advertisement. Close evaluation of the Respondents' *Terms and Conditions* indicate it offers no such warranty or guarantee and its products are sold "as-is".

(4 counts, a potential fine of \$2,500.00 per count, for a maximum potential fine of \$10,000.00).

COUNTS 11-100:

23-The instances described above and in Exhibit A are in violation to the *Utah Consumer Sales Practices Act Rules*, UTAH ADMIN CODE § R152-11-12. Negative Options.

A. A negative option, as defined in 16 C.F.R. 425.1, is a deceptive act or practice only if the negative option violates 16 C.F.R. 425.1.

16 C.F.R. 425.1 provides:

- (a)(1) Promotional material shall clearly and conspicuously disclose the material terms of the plan, including:*
 - (i) That aspect of the plan under which the subscriber must notify the seller, in the manner provided for by the seller, if he does not wish to purchase the selection;*
 - (iii) The right of a contract-complete subscriber to cancel his membership at any time;*
 - (iv) Whether billing charges will include an amount for postage and handling;*
- (2) Prior to sending any selection, the seller shall mail to its subscribers, within the time specified by paragraph (a)(3) of this section:*
 - (ii) A form, contained in or accompanying the announcement, clearly and conspicuously disclosing that the subscriber will receive the selection identified in the announcement unless he instructs the seller that he does not want the selection, designating a procedure by which the form may be used for the purpose of enabling the subscriber so to instruct the seller, and specifying either the return date or the mailing date.*
- (b)(4) Fail to terminate promptly the membership of a properly identified contract-complete subscriber upon his written request.*
- (5) Ship, without the express consent of the subscriber, substituted merchandise for that ordered by the subscriber.*

24-Respondents failed to clearly and conspicuously disclose:

- i.** how the consumer was to cancel the next shipment, or
- ii.** that the consumer could cancel any time in its e-mailed communications with the consumer and on its site.

- iii. Respondents failed to disclose whether its price of \$99.95 included shipping and handling and if the initial shipping and handling fee paid to enter the trial was deducted or credit towards the initial purchase price.
- iv. Prior to sending its products to the consumer, Respondents failed to clearly and conspicuously disclose that the consumer would receive a "Replacement Pack" unless cancelled in a stated manner by a specified date.
- v. Respondents failed to promptly and effectively cancel the consumer's subscription to its auto-ship program after the consumer's written and verbal request.
- vi. Respondents failed to obtain the consumer's expressed consent to bill and send its "Replacement Packs".
- vii. Respondents failed to promptly and effectively cancel consumer's subscription to its auto-ship program after consumer's written and verbal requests.

(90 counts, one for each complainant listed in Exhibit A, with a potential fine of \$2,500.00 per count, for a maximum potential fine of \$225,000.00)

COUNTS 101-190:

25- Respondents violated the *Consumer Sales Practices Act*, with regard to each consumer transaction described in Exhibit A is Deceptive act or practice by supplier.

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

(e) indicates that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not;

26- Respondents represented it was providing *Risk Free Starter Kits*, that these kits were free and part of its trial promotion. Respondents represented that for the price charged of \$4.95, and on occasion the promotional price of \$1.95 consumers' would receive a 30 day starter kit to try the product. Respondents' 30 day starter kits were not free and were not supplied on a trial basis. As per Respondents' *Terms and Conditions*, only original unopened products were eligible for return. A consumer cannot physically evaluate or try the product under the trial without voiding their return rights. No true trial was offered in any of the transactions contained in this citation.

(90 counts, with a potential fine of \$2,500.00 per count, for a maximum potential fine of \$225,000.00).

COUNTS 190-234:

27-The instances described above and in Exhibit A are in violation to the *Utah Consumer Sales Practices Act*, UTAH CODE §13-11-4. Deceptive act or practice by supplier.

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:

(1) after receipt of payment for goods or services, fails to ship the goods or furnish the services within the time advertised or otherwise represented or, if no specific time is advertised or represented, fails to ship the goods or furnish the services within 30 days, unless within the applicable time period the supplier provides the buyer with the option to:

- (i) cancel the sales agreement and receive a refund of all previous payments to the supplier if the refund is mailed or delivered to the buyer within 10 business days after the day on which the seller receives written notification from the buyer of the buyer's intent to cancel the sales agreement and receive the refund; or
- (ii) extend the shipping date to a specific date proposed by the supplier;

28-Respondents received consumer payments of \$4.95 or \$1.95 from the consumers listed in Exhibit A, but did ship or otherwise deliver the goods within 2 to 4 or 1 to 2 business days as represented. Respondent did not ship the consumer the goods until after the consumer's initial "12 day" trial had commenced and in some cases ended. 44 of the consumers listed in Exhibit A, did not receive anything in exchange for the initial fee paid or received a broken or faulty product or where not given a 12 day trial to evaluate the 30 day supply as represented Respondents failed to provide consumers with an option to cancel or receive a refund or provide a specified extension date when the trial would begin.

(44 incidents occurred in violation under this count, a potential fine of \$2,500.00 per violation, for a maximum potential fine of \$110,000.00).

COUNTS 234-238:

29-The instances described in Exhibit A are in violation to the *Utah Telephone Fraud Prevention Act*, Utah Code §13-26-1. *Prohibited Practices*.

(1) It is unlawful for any solicitor:

(a) to solicit a prospective purchaser on behalf of a telephone soliciting business that is not registered with the division or exempt from registration under this chapter;

30- Respondents engaged in telephone solicitations as defined under §13-26-2 as, *the sale or solicitation of goods or services in which the seller solicits the sale over the telephone; the purchaser's agreement to purchase is made over the telephone; and the purchaser, over the telephone, pays for or agrees to commit to payment for goods or services prior to or upon receipt by the purchaser of the goods or services.*

(5 counts, with a potential fine of \$2,500.00 per count, for a maximum potential fine of \$12,500.00).

COUNTS 239-328:

31- The instances described in Exhibit A are in violation to the *Utah Consumer Sales Practices Act Rules*, UTAH ADMIN RULES § R152-11-10. Deposits and Refunds.

B. It shall be a deceptive act or practice in connection with a consumer transaction when the consumer can provide reasonable proof of purchase from a supplier for the supplier to refuse to give refunds for:

- (1) Used, damaged or defective products, unless they are clearly marked "as is" or with some other conspicuous disclaimer of any implied or express warranty, and also clearly marked that no refund will be given; or
- (2) Non-used, non-damaged or non-defective products unless:
 - (a) Such non-refund, exchange or credit policy, including any applicable restocking fee, is clearly indicated by:
 - (i) a sign posted at the point of display, the point of sale, the store entrance;
 - (ii) adequate verbal or written disclosure if the transaction occurs through the mail, over the telephone, via facsimile machine, via e-mail, or over the Internet; or
 - (iii) a clear and conspicuous statement on the first or front page of any sales document or contract at the time of the sale.

32- Respondents refused or otherwise failed to provide refunds to consumers who requested to return damaged or defective products and consumers with non-defective original unopened products. Respondents also failed to clearly and conspicuously disclose its non-refundable shipping and handling fees, and restocking fees at the point of sale, as the transaction was occurring or in any follow-up confirmation or order correspondence with consumers.

products. Respondents also failed to clearly and conspicuously disclose its non-refundable shipping and handling fees, and restocking fees at the point of sale, as the transaction was occurring or in any follow-up confirmation or order correspondence with consumers.

(90 counts, with a potential fine of \$2,500.00 per count, for a maximum potential fine of \$225,000.00).

The above 329 counts carry a total maximum fine of \$822,500.00

THIS CITATION AMENDED THE 30th DAY OF July 2014



Liz Blaylock-INVESTIGATOR
Utah Division of Consumer Protection

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that the undersigned has this day served, via first class and certified mail, postage prepaid, a true and exact copy of the foregoing Citation upon the following:

ALPHA VENDING LLC
SCOTT BARTH
197 E 800 N
BOUNTIFUL UT 84010

SCOTT BARTH
4525 S 2300 E STE 100
SALT LAKE CITY UT 84117

KOURTYNEY SALVATORI
4525 S 2300 E STE 100
SALT LAKE CITY UT 84117

MARIO ZAMORA
1820 W 700 N
SALT LAKE CITY UT 84116

BY: 
Liz Blaylock

IMPORTANT NOTICE - READ CAREFULLY

This citation may be contested by filing a request for a hearing, in writing, within ten (10) days from receipt of this citation. Such hearing shall be conducted as an informal hearing pursuant to UTAH CODE § 63G-4-203, the Utah Administrative Procedures Act. A citation which is not contested becomes the final order of the Division and is not subject to further agency review. In addition to any fines which might be levied, a cease and desist order shall be entered against you. An intentional violation of a final cease and desist order is a third degree felony pursuant to UTAH CODE §13-2-6(2). If you desire a hearing on this citation you may mail your request to:

**Daniel R.S. O'Bannon – Director
Utah Division of Consumer Protection
PO Box 146704
Salt Lake City, UT 84114-6704**

Please be advised that all inquiries, correspondence, or other contacts concerning this citation, with the exception of any written request for hearing as set out above, should be directed to the below-named Division employee, designated by the Director of the Division of Consumer Protection pursuant to UTAH CODE §13-2-6(3):

**Liz Blaylock – Investigator
Utah Division of Consumer Protection
PO Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6397
E-mail: lblaylock@utah.gov**

DIVISION OF CONSUMER PROTECTION
STATE OF UTAH DEPARTMENT OF COMMERCE
160 E 300 S
PO BOX 146704
SALT LAKE CITY UT 84114

**INFORMAL HEARINGS BEFORE THE
DIVISION OF CONSUMER PROTECTION**

You may request an informal hearing to contest an Administrative Citation issued by the Division of Consumer Protection within ten (10) business days from the date of the Citation. Your request should be in writing, include the case number from your Citation, and be directed to the Director of the Utah Division of Consumer Protection at the address listed above. As you prepare for the hearing, please keep in mind the following:

1. Notice. You will receive a Notice of Administrative Hearing specifying a time and date of the hearing. On the day of the hearing, the Division receptionist at the address listed above, on the second floor, will give you the room number for the hearing. The name of the Presiding Officer for the hearing is on your Notice. Please address the Presiding Officer by name (e.g., "Mr. Smith" or "Ms. Jones").

2. Open Hearing. The hearing is open to all parties, and is open to the public unless closed by the Presiding Officer. The Division will record the hearing.

3. Access to Information. Discovery is prohibited, but parties may have access to all materials and information the Division intends to present at the hearing. You may contact the investigator whose name appears on your citation to request access to this information.

4. Legal Representation. You may represent yourself or be represented by an attorney. Ordinarily, the Division is not represented by an attorney at the hearing.

5. Issues. The primary issues for the hearing are:

- Was there a factual and legal basis to issue the Citation?
- If so, was it fair to issue the Citation?
- If so, what is the appropriate penalty?

6. Burden of Proof. If you are denying the offense, the Division is responsible to prove its case against you by a preponderance of the evidence. If you are admitting the offense, you are responsible to prove that the Citation should be dismissed or the penalty should be reduced.

7. Evidence. All parties may testify, present evidence, and comment on the issues. In presenting evidence, any party may examine witnesses and submit exhibits. At the request of either party, or at his or her own initiative, the Presiding Officer may examine a witness. Any party may ask to present a witness by telephone. The Presiding Officer will exclude any evidence he or she deems irrelevant, repetitious or improper.

8. Final Order. Following the hearing, the Presiding Officer will take the matter under advisement and make a recommendation to the Division Director, who will issue a Final Order to uphold, dismiss or modify the Citation. The Final Order will include a notice of any right of administrative or judicial review.

You should not rely on this letter alone for instructions regarding informal hearings. The hearing is governed by law (Utah Administrative Procedures Act, *see* Utah Code § 63G-4 *et al.*; Utah Division of Consumer Protection, *see* Utah Code § 13-2 *et al.* and rule Department of Commerce Administrative Procedures Act Rules, *see* Utah Admin. Code R151-4. You may access these laws and rules at your local library or at the following Internet sites: le.utah.gov and rules.utah.gov

You may contact the Presiding Officer with any technical or procedural questions, but the Presiding Officer may not discuss the merits of the case with you.

Revision Date: February 13, 2014

EXHIBIT A

	Consumer Name	Date of Complaint	Complaint Summary	Violations
1	Kelly [REDACTED] IN	06/13/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product; a representative confirmed the return was received. To date the consumer has not been refunded.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
2	Scott [REDACTED] MO	6/4/2014	The consumer paid \$4.95 for the trial offer. The consumer was billed an additional \$69.99 prior to receiving the product. The consumer contacted the company to cancel and request a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
3	John [REDACTED] MO	6/2/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer was only refunded half of the amount owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
4	Terri [REDACTED] OH	05/20/2014	The consumer paid \$4.95 for the trial offer. The consumer was dissatisfied with the product and cancelled and returned the item. The consumer was billed \$99.95 and sent refill packs after cancelling. The consumer returned all products and to date has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
5	Jessica [REDACTED] TN	05/20/2014	The consumer paid \$4.95 for the trial offer in October of 2013. After being charged the undisclosed amount of \$99.95 in the months of November and December the consumer requested to cancel and receive a refund. The consumer returned the products and to date has not received a refund of the \$149.95 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
6	Katherine [REDACTED] CA	05/16/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer alleges she was advised by a representative she would receive a partial refund of \$67.45 in December of 2013 and to date has not received it.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
7	Jim [REDACTED] OH	05/01/2014	The consumer signed up for the trial offer. After receiving recurring unauthorized charges, the consumer requested to cancel and receive a refund. The consumer returned the products on or about February 11, 2014, to date the consumer has not received a refund owed of the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
8	Libbie [REDACTED] NC	04/25/2014	The consumer signed up for the trial offer in October of 2013. Prior to receiving the product the consumer was charged \$199.90. After receiving the product the consumer returned the item the next day. The consumer requested to cancel and receive a refund. The consumer returned the products and to date has not been refunded the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
9	Marco [REDACTED] TX	4/9/2014	The consumer paid \$4.95 for the trial offer in November of 2013. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product and to date has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

10	Cindy [REDACTED] NC	4/3/2014	The consumer signed up to receive a free starter kit in November of 2013. The consumer did not receive the product until after the trial had ended, then received duplicates. After being charged the undisclosed amount of \$99.95 twice, the consumer requested to cancel and receive a refund. The consumer returned the products in January of 2014 and to date has not been refunded the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
11	Monica [REDACTED] MO	03/24/2014	The consumer paid \$4.95 for the trial offer. The consumer received the product after the trial period ended. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product and received a partial refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
12	Michelle [REDACTED] MN	03/24/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product in November of 2013 and to date has not received a refund of the \$99.95 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
13	Valerie [REDACTED] TN	03/21/2014	The consumer signed up for the free trial offer for herself and a friend. After being charged the undisclosed amount of \$99.95 for auto-shipments the consumer requested to cancel and receive a refund. The consumer returned the products in October of 2013 and to date has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
14	Robert [REDACTED] NC	03/20/2014	The consumer paid \$4.95 for the trial offer after hearing the promotion advertised on the radio. After being charged the undisclosed amount of \$99.95 for auto-shipments the consumer requested to cancel and receive a refund. The consumer was then advised there was a restocking fee and that that the consumer was only eligible to receive a 50% refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
15	Dean [REDACTED] MI	03/19/2014	The consumer signed up for the trial offer. The consumer was dissatisfied with the product. It was the consumer understands that he was to contact the company if he liked the product and wanted to continue receiving it. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
16	Gabriele [REDACTED] MO	03/13/2014	The consumer signed up for the trial offer in December of 2013. After being charged the undisclosed amount of \$59.99 for auto-shipments the consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
17	Donald [REDACTED] MI	03/05/2014	The consumer signed up for the trial offer in December of 2013. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product and to date has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
18	Prudence [REDACTED] FL	02/28/2014	The consumer paid a special promotional price of \$1.95 for the trial offer. The product the consumer received was broken. The trial terms and conditions were not disclosed to the consumer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
19	Robin [REDACTED] OK	02/26/2014	The consumer paid \$4.95 for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

			has not received a refund and believes the company provided her information to other telephone solicitors to contact her.	
20	Linda [REDACTED], MI	02/24/2014	The consumer signed up for the trial offer. The consumer received a broken product after the trial period expired. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product and to date has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
21	Mark [REDACTED], WA	02/18/2014	The consumer paid \$4.95 for the trial offer. The trial terms and conditions were not disclosed to the consumer. After being charged the undisclosed amount of \$99.95 twice the consumer requested to cancel and receive a refund of the \$199.90 owed. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
22	Carlos [REDACTED], CA	02/18/2014	The consumer paid \$4.95 for the trial offer in October of 2013. After being charged the undisclosed amount of \$99.95 twice the consumer requested to cancel and receive a refund. A representative of the company then advised there was a restocking fee and a 30 day return policy. The consumer returned both products and received a refund of \$30 instead of the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
23	Donald [REDACTED], MD	02/18/2014	The consumer paid \$4.95 for the risk free trial. After being charged the undisclosed amount of \$99.95 twice in the first month, the consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
24	Ryan [REDACTED], IL	02/13/2014	The consumer signed up for the trial offer. The consumer never received the product. After being charged the undisclosed amount of \$99.95 twice the consumer requested to cancel and receive a refund. A representative of the company then offered the consumer a discounted promotional rate of \$59.95 to continue. The consumer agreed, but again requested to cancel after not receiving the product. To date the consumer has not received a refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
25	LeAnn [REDACTED], KY	02/11/2014	The consumer signed up for the trial offer. The consumer was unaware for the trial terms and conditions. The consumer did not receive the product until after the trial period expired. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
26	Suzette [REDACTED], GA	02/7/2014	The consumer signed up for the trial offer. The consumer did not receive the product. After being charged the undisclosed amount of \$99.95 in December of 2013 and January of 2014 the consumer requested to cancel and receive a refund. The product was never received. To date the consumer has not been refunded the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
27	Latarra [REDACTED], MI	02/07/2014	The consumer signed up for the trial offer. The consumer did not receive the product. After being charged the undisclosed amount of \$59.95 the consumer requested to cancel and receive a refund. The consumer returned the product in December of 2013. To date the consumer has not received a refund of the \$59.95 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
28	Matthew [REDACTED], MO	01/30/2014	The consumer paid \$4.95 for the trial offer in October of 2013. After being charged the undisclosed amount of \$99.95 twice in the month of November the consumer requested to cancel and receive a refund. The consumer was then advised he would only be entitled to a refund in	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

			half the amount. The consumer returned the products and has yet to receive a refund of the \$199.90 owed.	
29	Elaine [REDACTED] WA	01/27/2014	The consumer paid \$4.95 for the risk free trial. The trial terms and conditions were not disclosed to the consumer. After being charged the undisclosed amount of \$99.95 twice in the month of January the consumer requested to cancel and receive refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
30	Jeanette [REDACTED] OH	01/23/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$120 the consumer requested to cancel and receive a refund. The product was returned and to date the consumer has not been refunded the \$120 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
31	Ivan [REDACTED] FL	01/22/2014	The consumer signed up for the trial offer, but never received the product. The consumer was charged undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
32	Doug [REDACTED] VA	01/21/2014	The consumer signed up for the trial offer. After being billed an undisclosed amount the consumer requested to cancel and receive a refund. The company continued sending and billing the consumer a total of three times. The consumer returned the products and requested a refund of the last 2 charges. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
33	Carlorenz [REDACTED] CA	01/16/2014	The consumer paid \$4.95 for the trial offer. The consumer did not receive the product. The consumer requested to cancel. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
34	Juanita [REDACTED] OH	01/15/2014	The consumer paid \$4.95 for the trial offer in January of 2014. The consumer did not receive the product. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(f) - R152-11-10(B)(1)(2)
35	Gary [REDACTED] MD	01/14/2014	The consumer paid \$4.95 for the trial offer after responding to a survey. After being charged the undisclosed amount of \$99.95 twice the consumer requested to cancel and receive refund. The consumer returned the products and requested a refund of \$199.90 charged. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
36	Amanda [REDACTED] CA	01/14/2014	The consumer paid \$4.95 for the trial offer. After signing-up the consumer requested to cancel and was advised she could not cancel until the product was received. The consumer received the product and requested to return it. A representative of the company then advised there was a \$16 restocking fee.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
37	Phyllis J [REDACTED] CA	01/13/2014	The consumer paid \$4.95 for the trial offer. The consumer was unaware she would be charged the undisclosed amount of \$99.95 after the initial 12 day period. The consumer alleges the phone number and location of the business is unclear and was unable to make contact with the company. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
38	Amanda May [REDACTED] MI	01/13/2014	The consumer signed up for the trial offer in November of 2013. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer returned the product and was billed again. To date the consumer has not been refunded the	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

			\$199.90 owed.	
39	Lori [REDACTED] NE	01/10/2014	The consumer agreed to the trial offer over the phone, paying \$4.95 for shipping and handling. Basic terms were disclosed to the consumer verbally. The consumer did not receive the product within the trial period. The consumer cancelled the order and was charged \$99.95 and sent the product after cancelling.	- R152-11-12(A) - §13-11-4(2)(e) - §13-26-1(1)(a) - R152-11-10(B)(1)(2)
40	Marilyn [REDACTED] MO	01/08/2014	The consumer signed up for the trial offer. After being charged the undisclosed amount of \$99.95 the consumer requested to cancel and receive a refund. The consumer cancelled, returned the product and was billed again. To date the consumer has not been refunded the \$199.90 owed.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
41	Catherine [REDACTED] MD	01/08/2014	The consumer signed up for the trial offer. The product the consumer received was defective. After the consumer was charged an undisclosed amount of \$99.95 she requested to cancel and receive a refund. A representative of the company then disclosed the charge was non-refundable.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
42	Aurelia [REDACTED] NM	01/06/2014	The consumer paid \$4.95 for the trial offer. The consumer was charged an additional undisclosed amount of \$99.95 prior to the product being received. When the product was received, it was not functional.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
43	Gary [REDACTED] MO	01/02/2014	The consumer paid \$4.95 for the trial offer after receiving an e-mail solicitation. Shortly after placing the order the consumer received a telephone solicitation for other free trials offered by the company. The consumer requested to cancel the subscription and receive a refund. A month after cancelling the consumer was sent the product.	- R152-11-12(A) - §13-11-4(2)(e) - §13-26-1(1)(a) - R152-11-10(B)(1)(2)
44	Donald [REDACTED] KY	12/31/2013	The consumer ordered 3 trial starter kits for \$4.95 each. The consumer was charged for 3 transactions of \$99.95 prior to the products being received. The consumer received a single starter kit. The consumer requested to cancel and receive a refund. The consumer disputed the \$199.90 pending transactions. The company was unresponsive in processing a return and refunded the consumer the remaining \$99.95 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
45	Sherrill [REDACTED] FL	12/29/2013	The consumer paid \$4.95 for the trial offer. The consumer received the product after the trial period had expired. The consumer was charged an undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
46	Jennifer [REDACTED] OH	12/20/2013	The consumer signed up to receive a free starter kit. The consumer was charged an undisclosed amount of \$99.95 prior to receiving the kit. The product the consumer received after the trial period ended was not functional.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
47	Gina [REDACTED] CA	12/18/2013	The consumer paid \$4.95 for the trial offer in November of 2013. The consumer did not receive the product. The consumer was charged an undisclosed amount of \$99.95, 12 days after placing the order. The consumer requested to cancel and receive a refund. After cancelling the consumer received the trial product in December of 2013. The consumer returned the product. Several days later the consumer received a refill pack. The consumer again attempted to cancel and return the product and was advised that during her previous cancellation she had agreed to continue the order with a 50% discount. The	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)

			consumer alleges no such authorization or agreement was given and again requested to cancel.	
48	Adam [REDACTED] [REDACTED], TN	12/17/2013	The consumer paid \$4.95 for the trial offer. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the current order and shipment could not be cancelled and a \$49.95 cancellation fee would be applicable to unsubscribe.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
49	Liz [REDACTED] [REDACTED] GA	12/16/2013	The consumer paid \$4.95 for the trial offer. The consumer did not receive the product during the trial period. The consumer requested to cancel and receive a refund. The consumer was refunded \$4.95. Shortly thereafter the consumer was charged \$99.95 and sent the product despite the cancellation.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
50	Siegel [REDACTED] [REDACTED] NJ	12/14/2013	The consumer paid \$4.95 for the trial offer. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
51	Carol [REDACTED] [REDACTED] GA	12/13/2013	The consumer signed up for a free trial offer in October of 2013. The consumer did not receive the product until after the trial period expired. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. Instead of cancelling the company discounted the monthly charge owed to \$49.95. The consumer received the product a month later and again requested to cancel. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
52	Justin [REDACTED] [REDACTED] PA	12/12/2013	The consumer paid \$4.95 for a trial offered in November 2013. The consumer did not receive the product until after the trial period expired. After being charged an additional undisclosed amount of \$99.95 in December of 2013, the consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
53	Alex [REDACTED] [REDACTED] IL	12/12/2103	The consumer paid \$4.95 for the trial offered. The consumer did not receive the product within the trial period. 10 days after signing up the consumer was charged an additional undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
54	Antonio [REDACTED] [REDACTED] FL	12/10/2013	The consumer paid \$4.95 for the trial offer after seeing an advertisement on Yahoo.com. The consumer received the product after the trial period had expired. The consumer was charged an additional undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. The company honored the cancellation request, but failed to provide a refund of the \$99.95 owed.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
55	Victoria [REDACTED]	12/10/2013	The consumer paid \$4.95 for the trial offer. The consumer was charged an additional undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. A representative then disclosed that the consumer was only eligible to receive 50% refund and no returns were accepted.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
56	Patricia [REDACTED] [REDACTED] FL	12/10/2013	The consumer paid \$4.95 for the trial offer in November 2013 and immediately requested to cancel. The company was unresponsive to her request. The consumer was billed \$99.95 and did not receive the product within the trial	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

			period.	
57	Adam ██████████ ██████████ VA	12/10/2013	The consumer paid \$4.95 for the trial offer. The consumer was charged and additional undisclosed \$99.95 and did not receive the product until after the trial period had expired.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
58	Elizabeth ██████████ ██████████ NC	12/10/2013	The consumer paid \$4.95 for the free trial offer. The consumer was charged and additional undisclosed \$99.95 and did not receive the product. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
59	Amy ██████████ ██████████ FL	12/08/2013	The consumer paid \$4.95 for the free trial offer. The consumer was charged an additional undisclosed amount of \$99.95 and did not receive the product until after the trial period expired. The consumer returned the product and requested a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
60	Danny ██████████ ██████████ CA	12/07/2013	The consumer signed up for the free trial offer after receiving an e-mail solicitation. The consumer was charged and additional undisclosed amount of \$99.95 and did not receive the product. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
61	Glenn ██████████ ██████████ PA	12/05/2013	The consumer signed up for the free trial offer after receiving an e-mail solicitation. The consumer was charged and additional undisclosed amount of \$49.95. The product the consumer received was not functional. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
62	Debra ██████████ ██████████ ME	12/05/2013	The consumer paid \$4.95 for the free trial offer. The consumer did not receive the product until after the trial period expired. The consumer was charged an additional undisclosed amount of \$99.95. The consumer is dissatisfied with the product. The consumer requested to cancel and receive a refund. A representative then disclosed that the consumer was only eligible to receive a 25% refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
63	Robert ██████████ ██████████ AK	12/03/2013	The consumer signed up for the free trial offer in November of 2013. The consumer did not receive the product a month after ordering. The consumer requested to cancel and receive a refund of the initial price paid. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
64	Jamie ██████████ ██████████ FL	12/3/2013	The consumer paid \$4.95 for the free trial offer after receiving an e-mail solicitation. The consumer did not receive the product during the trial period. The consumer requested to cancel and receive a refund. A representative of the company then disclosed that shipping and handling fees were non-refundable.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
65	Bret ██████████ ██████████ TX	12/02/2013	The consumer signed up for the free trial offer. The consumer did not receive the product. The consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
66	Robin ██████████ ██████████ GA	11/26/2013	The consumer signed up for the trial offer with the understanding he could try the product before buying it. The consumer did not receive a complete starter kit. After being charged an additional undisclosed amount of \$99.95 in November of 2013, the consumer requested to cancel and receive a refund. A representative of the company	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)

			then disclosed that the consumer was only eligible to receive a refund of \$49.95.	
67	Justin ██████████ ██████████, WI	11/26/2013	The consumer paid \$4.95 for the trial offer. The consumer called the company within days of placing the order requesting to cancel and receive a refund. A representative of the company then disclosed that shipping and handling fees were non-refundable.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
68	Dusti ██████████ ██████████, OK	11/25/2013	The consumer paid \$4.95 for the trial offer in October of 2013. The consumer did not receive the product. After being charged an additional undisclosed amount of \$99.95 in November of 2013, the consumer requested to cancel and receive a refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
69	Charles ██████████ ██████████, AL	11/25/2013	The consumer paid \$4.95 for the trial offer. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
70	Doug ██████████ ██████████, ID	11/21/2013	The consumer paid \$4.95 for the trial offer. The consumer did not receive the product. The consumer contacted the company to cancel and receive a refund. The company was unresponsive.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
71	Bruce ██████████ ██████████, TX	11/18/2013	The consumer signed up for the risk free trial. After being charged an additional undisclosed amount of \$99.95 twice, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer was only eligible to receive a 50% refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
72	Karla ██████████ ██████████, TN	11/18/2013	The consumer signed up for the risk free trial. The consumer contacted the company and requested to cancel and receive a refund. The consumer was sent the product after cancelling. A representative of the company then disclosed that the consumer was only eligible to receive a \$49.95 refund.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
73	Louis ██████████ ██████████, AZ	11/13/2013	The consumer paid \$4.95 for the trial offer. The product was not delivered in 2-3 days as stated in the consumer's order confirmation. The consumer did not receive the product during the trial period.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
74	Jami ██████████ ██████████, OH	11/13/2013	The consumer paid \$4.95 for the trial offer. The consumer received the product on the 11 th day of the 12 day trial. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer could not cancel and return the refill pack until after she receives it. The refill pack was never received.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
75	Shannon ██████████ ██████████, CO	11/12/2013	The consumer paid \$4.95 for the trial offer after receiving an e-mail solicitation. The consumer requested to cancel shortly after placing the order. A representative of the company then disclosed that shipping and handling fees were non-refundable. The representative also advised that the shipment could not be stopped and that the consumer would only be eligible to receive a refund of \$49.95 after she returned the product.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
76	Jessica ██████████ ██████████, MO	11/11/2013	The consumer received an e-mail solicitation to receive a free starter kit for the cost of \$4.95. The consumer paid an even lower special promotional price of \$1.95 for the risk free trial offer. The product was not delivered in 2-5 days as stated in the consumer's order confirmation. The consumer requested to cancel after not receiving the	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)

			product. A representative of the company then disclosed that shipping and handling fees were non-refundable and the consumer would only be eligible to receive a refund of \$49.95. The consumer cancelled the order and disputed the initial charge with her credit card company. The company was unresponsive.	
77	Danica [REDACTED], KY	11/06/2013	The consumer signed up for the risk free trial. The consumer did not receive the product until after the trial period expired. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that shipping and handling fees were non-refundable and the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
78	Rick [REDACTED], OH	11/4/2013	The consumer paid \$1.95 for the risk free trial offer. The consumer was charged for a second order at \$4.95. The consumer was contacted by the company via telephone and solicited for another trial offer. After being charged an additional undisclosed amount of \$199.90, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the trial was not free and the consumer would be billed the full price of \$99.95 for each order after 12 days.	- R152-11-12(A) - §13-11-4(2)(e) - §13-26-1(1)(a) - R152-11-10(B)(1)(2)
79	Teresa [REDACTED], TX	11/4/2013	The consumer signed up for the free trial offer. Two days after receiving the product the consumer was charged an additional undisclosed amount of \$99.95. The consumer requested to cancel and receive a refund. A representative of the company then disclosed that shipping and handling fees were non-refundable and the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
80	Danielle [REDACTED], FL	11/04/2013	The consumer paid \$4.95 for the free trial offer. The consumer did not receive the product until after the trial period expired. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
81	Marie [REDACTED], AR	11/04/2013	The consumer paid \$4.95 for the trial offer. The consumer did not receive the product until after the trial period expired. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
82	James [REDACTED], MA	11/4/2013	The consumer paid \$4.95 for the free trial starter kit. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
83	Nathan [REDACTED], SC	10/31/2013	The consumer signed up for the trial offer then cancelled shortly after. A representative of the company then disclosed that the Shipping and handling fee was non-refundable.	- R152-11-12(A) - §13-11-4(2)(e) - §13-11-4(2)(l) - R152-11-10(B)(1)(2)
84	Brian [REDACTED], NY	10/31/2013	The consumer paid \$4.95 for the free trial starter kit. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)

			refund. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	
85	Mary [REDACTED] MN	10/24/2013	The consumer signed up for the trial offer. The consumer called and canceled the trial on the 12 th day. After cancelling the consumer was charged an additional undisclosed amount of \$99.95. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
86	Chastity [REDACTED] TN	10/21/2013	The consumer paid \$4.95 for the trial offer after receiving an e-mail solicitation. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
87	Dinah [REDACTED] TX	09/26/2013	The consumer paid \$4.95 for the free trial offer over the phone. The consumer was advised the trial period was for 12 days. The consumer received, cancelled and returned the product within the trial period. The consumer paid an additional \$3.75 in postage to return the item. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95 and that shipping and handling fees were non-refundable.	- R152-11-12(A) - §13-11-4(2)(e) - §13-26-1(1)(a) - R152-11-10(B)(1)(2)
88	Angelique [REDACTED] VA	09/20/2013	The consumer paid \$4.95 for the trial offer after receiving an e-mail solicitation. The consumer was dissatisfied with the product and requested to cancel. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95. The consumer returned the product paying an additional \$10 in postage.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)
89	Shirley [REDACTED] ID	09/11/2013	The consumer paid \$4.95 for the trial offer. After being charged an additional undisclosed amount of \$99.95, the consumer requested to cancel and receive a refund. A representative of the company then disclosed that the consumer would only be eligible to receive a refund of \$49.95.	- R152-11-12(A) - §13-11-4(2)(e) - R152-11-10(B)(1)(2)