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Feature

Letters to the Editor

Attorney Seeks Input on Yellowpages.com Article

Dear Tom:

I recently read your article, "Buyer Beware, Yellowpages.com, Complaints, a Lawsuit and You," from your fall 2009 issue.

I am currently representing a client who signed an AT&T Yellowpages.com contract in 2011 but was later unsuccessful in getting the contract canceled. Instead, Yellow Pages billed her, then eventually obtained a suspicious default judgment against her. She came to my office after the attorney for Yellow Pages was attempting to execute on the judgment.

After reading your article, I attempted to find out information concerning any class action against yellowpages.com, but most of the trails seem to vanish. I researched and determined that the Kowalski case you cited was recently dismissed.

The Kowalski suit was originally filed in New Jersey in 2009 but was removed to federal court and then transferred to New York to be joined with a similar suit. The New York federal judge eventually denied the request to certify a class because the requirements needed for class certification were not met. The judge ruled that each potential class member's facts and cause of action were too dissimilar to those of the other class members. Other courts have made similar rulings.

Once the judge denied class certification, I assume it was not economically feasible for the plaintiffs to pursue each individual case. In December 2013, the entire matter was voluntarily dismissed by all parties.

Thank you for your well-written article.

Jeff Work
Work Law Firm
Former State District Judge
Houston, Texas

Editor's Note: In subsequent communication with Jeff Work, I asked him, "Do you have reason to believe that AT&T has stopped requiring written notice by certified mail before allowing someone to cancel a contract?" He replied simply, "No."

If you are doing business with yellowpages.com or considering it, we urge you to read these seven tips from our fall 2009 story (page 44):

7 Tips for Door Dealers

1. Know the details before you sign—or verbally accept—any contract.
2. If a contract is long and complicated, ask your attorney to review it before signing. The legal fees may be a pittance compared to the long-term cost of a deceptive contract.
3. Be wary of any company that records your phone conversation and considers the recording to be a binding contract.
4. Shop around. Get bids from other companies, especially when purchasing services that don't have well-established rates.
5. Be wary of any business contract that automatically renews. If it does, make sure you know exactly how and when to cancel.
6. Just because consumers often used the printed Yellow Pages, don't assume that Internet users commonly use Yellowpages.com.
7. Just because Yellow Pages knows how to print an ad, don't assume that Yellowpages.com knows how to provide an effective online ad or website.