

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

William Towne	:	
	:	
v.	:	C-2012-2307991
	:	
Great American Power, LLC	:	
(referred to as "GAP")	:	

EXCEPTIONS

In this document dated April 9, 2013, complainant Towne responds to a particular points within the initial decision of ALJ Mary Long in the above-referenced case in accordance with the Secretarial letter which is dated March 20, 2013.

1. Finding of fact #24 (p. 5) accurately states that the Complainant agreed to answer some yes/no questions verifying account information. This is quite distinct from consenting to enroll with GAP as an electric generation supplier. While the decision does not directly conflate the two, Towne hereby enters this clarification into the record.
2. Finding of fact #29 (p. 5) states that "the taped verification asked the Complainant to say "yes" if he understood the terms of the enrollment." Actually, the taped verification asked the Complainant to say "yes" if he understood GAP's rates and that a welcome packet would be mailed to him (apparently from Duquesne Light as noted in finding of fact #36, p. 7). Complainant clearly understood that a welcome packet would be mailed but believed that he had to answer the question incorrectly in order to avoid switching his power supplier, and hereby clarifies that response.
3. Finding of fact #32 (p. 6) accurately states that the complaint was served by the Commission on June 5, 2012, and that GAP called twice more on June 13 (finding of fact #33 et seq.) Filing a complaint with the Commission regarding telemarketing practices and unwanted calls is understood to be a clear indication that a customer does not wish to receive further telemarketing calls from a particular supplier. Like Towne's direct requests to representatives to not be called again, service in this case should have placed Towne's name on GAP's do-not-call list, in addition to Towne's direct requests noted on p. 17-18.
4. Page 12 of the initial decision states that "GAP's conduct and design of the marketing campaign at the very least raise serious concerns that may merit closer attention by the Commission" with

supporting reasons in the preceding paragraph. Complainant encourages PUC to include such closer attention and investigation as part of the outcome of this case.

5. Page 13 of the initial decision notes that “GAP had no reason to believe that the eligible customer list was not ‘fresh.’” **GAP had plenty of reason to believe that the eligible customer list, obtained in March, was not ‘fresh’ for the purpose of telemarketing calls made in May and June, based simply on elapsed calendar time.** While Duquesne Light is not required to notify suppliers of new requests for customer privacy (p. 13), requirements for using a “fresh” list should fall to the party that is using the list. For example, the federal do-not-call list must be “refreshed” every 30 days; companies may be held liable if their use of a list older than 30 days results in an unwanted call to a consumer. Had Mr. Towne placed his number on state¹ and federal do-not-call lists on March 14 (see finding of fact #9, p.3), GAP’s calls would have been illegal; it stands as a reasonable belief that a similar non-contact request filed at the same time should take effect in a similarly timely manner. In the absence of a “fresh list” requirement, a supplier could justify calling any individual based on the fact that his or her name appeared on any customer list, including those generated prior to the time that customers were able to request privacy (or at least prior to the time customers were informed that they were able to request privacy, or the earliest time that a privacy request could take effect, as here). Complainant Towne is of the opinion that 30 days is a commercially reasonable period of time for such scrubbing of lists, a period also asserted by GAP counsel Julius multiple times (e. g. see Initial Decision p. 16), even where no such time period applies; see below.
6. No exception is taken to the ruling that GAP’s receipt of Mr. Towne’s information from Duquesne Light relieves GAP of responsibility for Mr. Towne’s number being on the list on March 28 when the removal request was received on March 14; this is a matter that the PUC may wish to independently investigate with Duquesne Light concerning the handling of privacy requests if it believes “customer opinion is key to the success of any retail market” as noted on p. 29 (see also p. 9 §54.43(d)). No exception is taken to the ruling that Duquesne Light was not required to send out updates to suppliers reflecting privacy requests received after the list

¹ The state DNC list update requirement is quarterly. According to http://www.attorneygeneral.gov/dnc.aspx?id=2615#When_will_my_number_be_placed_on_the_Do_Not_Call_list_and_how_long_will_it_take_for_telemarketers_stop_calling_me?, if a number was registered on March 14, “Telemarketers cannot call you after May 1.” These periods are used as examples; no exception is taken to the ruling that GAP did not violate do-not-call regulations in this case.

generation. However, calls placed in May and June should have used a more current version of the list, and GAP should bear the responsibility for acquiring and using updated lists.

7. Page 16 of the initial decision cites GAP's assertion that there is no binding authority regarding the amount of time a telemarketer has to place on its internal do-not-call lists. **The absence of a stated grace period in the law, e. g. prohibiting calls "when that person has previously stated that he or she does not wish to receive an outbound telephone call" imply that such statements by people who do not wish to receive calls should be effective immediately.** It is commercially reasonable for any given call center to place a person on a do-not-call list immediately effective for that call center in response to a request from that person, and with today's information technology it is commercially reasonable to have such an update to an electronic database (such as the one GAP used to store records) be immediately visible across an entire company or partner chain; Towne believes that GAP can be held liable for its own failure to implement such widely available measures. Even in the absence of information technology, it is commercially reasonable for call lists to be divided into mutually exclusive subsets where they are distributed to multiple call centers affiliated with the same entity. Leads can be transferred between call centers, along with information about do-not-call requests, to accommodate load balancing etc. on commercially reasonable time frames while still complying with the law by using mutually exclusive subsets of a larger distribution list. Criminal law considers contact hours or even minutes after noncontact requests to be in violation of such requests, which are assumed to be effective immediately; direct non-contact requests in this telemarketing law from a particular consumer to a particular business also are understood to be effective immediately. While the bolded statement in this Exception is not material to (does not affect the finding that Do Not Call rules were violated) in this case, Towne wishes to avoid having this case set precedent allowing telemarketers to have 30 days after direct do-not-call requests, in which they may place as many calls as they desire to consumers who have expressly stated they do not wish to be called.
8. The initial decision finds "that GAP is not guilty of slamming because the Complainant was not actually switched," in large part because "GAP maintains that a consumer is never actually enrolled into the program until they receive written materials from GAP for review," as noted on p. 21. However, the consumer is told, multiple times, that they are enrolled prior to that point, and the consumer has no obvious opportunity to opt-out between the time of the phone call and the receipt of written materials. It is Towne's belief that the effective moment of

enrollment takes place during the call, even if written materials take some time to arrive, and that therefore slamming did occur. At the very least, complainant Towne was told multiple times that he had been switched and therefore had a reasonable belief that slamming had occurred, before the end of the call. Further inaction (or continued honest answers) on Towne's part from that point would have resulted in Towne receiving generation services from GAP, all before Towne had ever opted in, which Towne believes to be a definitional test to determine the moment of slamming.

9. Complainant Towne accepted a perceived duty to mitigate his damages ("damages" referring to slamming in this sentence) by making explicit opt-out requests after he was told that he had been switched, before he had ever explicitly agreed to opt in. Had Mr. Towne instead honestly answered all the verification questions, his supplier would have been switched and GAP would now be subject to "harsh" penalties by the Commission. A "consumer less savvy than the Complainant could agree to enrollment with GAP without a complete understanding of what is happening" (p. 21), but the less savvy consumer would not know that slamming is illegal nor how to file a complaint reporting it, nor be able to adequately defend that complaint in the face of strong opposition from the utility and its counsel. The decision in this case implies that a consumer such as complainant Towne may have a legal duty to not mitigate damages and allow the slamming to occur, before s/he will be able to actionably report such activities to the PUC. That is a dangerous precedent and undermines the doctrine of avoidable consequences. If used in combination with the doctrine of avoidable consequences, it ensures that consumers savvy enough to identify and file complaints about slamming will never be able to effectively do so. Towne believes that slamming did occur in this campaign (as described in the prior Exception) and heard stories about it from colleagues (who did not capture admissible evidence), and encourages the "further investigation" described on the top of p. 23, along with careful consideration of the precedent established by the Commission's choice of how to determine slamming in contrast to the markers cited above.
10. Page 22 addresses GAP's misleading statements about what percentage of the bill the 15 percent discount applies to. It neglects Finding of Fact #30 (p.6) and the call transcript evidence where the representatives failed to inform customers that the 15 percent discount applies in the first month only, deceiving customers into believing the discount is longer-lasting than that.
11. In this initial decision, claim #6 on abandoned calls is dismissed for lack of evidence that the Complainant ever answered any of the calls that do not indicate handling time in Complainant's

Exhibit 6. Such evidence is available by comparing Complainant's call log time from his voice telecommunications providers with Google Voice call log time (Exhibit 6). Calls where the telecommunication provider indicates handling time but Google Voice does not are the abandoned calls, where Towne was informed "Your caller just hung up" (in a Google Voice prerecorded message) immediately after answering, which he offered to demonstrate at hearing (see also Towne Response brief p. 4 second-to-last paragraph). Towne uses multiple telecommunications devices (e. g. cell phone, computer-based softphone, office phone, and occasionally a residential land line) all bound together with the Google Voice number. Of these (to the best of Complainant's knowledge), only the cell phone produces reliable call logs that are fully independent of Google Voice. The cell phone record demonstrates handling time for the call on 5/23 at 3:24PM and 5/24 at 11:27AM as well as 6/13 at 12:40PM. Towne requested his call records from Verizon and was told that a court order was required to get a legal copy of his own phone records, and that additionally he had to have a lawyer. As (a) Towne was *pro se* without a lawyer as was apparently required both by Verizon and to navigate PUC procedure for obtaining a subpoena, (b) the Commission's order seemed unlikely to be regarded as a Court order as the Commission is not technically a Court but a regulator practicing administrative law, and (c) Verizon Wireless is not a party to this case, acquiring those records did not seem feasible in this case. Unofficial records are now available from Verizon's website and screenshots are attached, but the spreadsheet download format presents opportunities for manipulation that would make such a download inadmissible as evidence. GAP provided an aggressive challenge to the introduction of Exhibit C-6, strong enough to require an intervention for reasonableness from ALJ Long, and complainant Towne did not believe it was a safe environment to introduce other phone records. Verizon Wireless's law department may be reached at 1-800-451-5242 option 2 if the Commission wishes to verify that these specific calls were answered on the Verizon Wireless cell phone, meeting the predicate described on page 23 of the initial decision.

12. Page 24 notes that, "The Complainant also contends that GAP violated certain recordkeeping requirements." Footnote 48 on the same page briefly describes GAP's admissions that it fails to keep records as required by the Telemarketing Sales Rule. Complainant holds that these admissions are sufficient to prove the violations. Where the burden is to prove the absence of records, the primary ways that can be proved are by (a) presentation of an exhaustive set of GAP's records demonstrating that the missing records are not present AND proving that the

presented set of documents is exhaustive, or (b) by the defendant's admission that records are not kept as required. It is unclear why the latter strategy should be insufficient.

13. Page 25 describes evidence "that the sales script which was produced in discovery is substantially different than the script used by GAP's representatives in the sales calls to the Complainant in violation of subsection (a)(1)" as "sparse and not well developed." Complainant believes that a simple review of the call transcripts (which were clearly carefully reviewed to reach other parts of the Initial Decision) and comparison to the scripts (Exhibit C-1 attachments B-D), which are GAP's presentation of "all [substantially different] scripts" requested in discovery III.3, make this position obvious.
14. Page 25 also describes evidence that "that GAP did not know how many employees were used in the telemarketing campaign which contravenes subsection (a)(4)" as "sparse and not well developed." GAP's own admission to lack of records (see exhibit C-1) should suffice.
15. Footnote 51 cites a telephone conference on October 5 stating that "the parties reported that they had exchanged the discovery requested" and that "The Complainant did not seek further information." Towne raises an exception to this because GAP did not send its full responses to the discovery requests, and instead told Towne that it would not send additional data, and refused to obtain it from its telemarketing partners, and that further efforts by Towne to get this information would damage Towne's case because it is "highly unconventional" to insist on full or timely response; Atty. Julius laughed out loud at Mr. Towne's suggestion that he might expect any enforcement of that.
16. It is possible that the discovery process may have produced additional admissible evidence, especially regarding the extent of the violations, if Mr. Towne were represented by an attorney. However, where GAP refused to produce records on the basis that it did not have those records, and it is required to keep them by law, GAP's admissions should be sufficient to find GAP guilty of violating those record-keeping laws.
17. Complainant argues that GAP's failure to cooperate with full and timely information in the discovery process may merit a higher penalty under 69.1201(c)(7), which was dismissed on p. 31 (near footnote 68) for lack of Commission investigation. Additionally, GAP's self-serving mixed messages about the size of the company (addressed in the first full paragraph of Towne's response brief p. 3) may also qualify under 69.1201(c)(7).
18. Page 26 dismisses a "failure to register" allegation based on lack of sufficient evidence. 73 P. S. §2248 of the Telemarketer Registration Act clearly places the burden of proving an exemption or

an exception from a definition upon the person claiming it; Towne had also interpreted the burden of proof for demonstrating registration as belonging to the registered party, as it is for other types of licensed and registered parties. However, Towne self-imposed an internal burden to prove to himself that GAP lacked registration, before he would formally raise the claim. Towne attempted to obtain evidence from the PA Office of Attorney General (OAG) Bureau of Consumer Protection (BCP) which maintains the list, providing both the phone numbers and the names of the call centers as referred to by GAP in their exhibits. BCP responded that no registration was on file for these parties (see attached e-mail). The conclusion of this e-mail was asserted in the final sentence of the first paragraph of Towne's main brief p. 24, and Towne assumed that the PUC would verify this with its partner BCP.

19. Further, GAP also has registration requirements for telemarketing activities, e. g. see Guideline K of *Interim Guidelines on Marketing and Sales Practices for Electric Generation Suppliers and Natural Gas Suppliers* (PUC Docket M-2010-2185981). The PUC holds its own records and can verify whether or not GAP registered its telemarketing activities as required. This decision holds GAP liable for violation of those other parts of those guidelines (p. 10, 28), and the PUC should check its own records for compliance with Guideline K.
20. **The primary exception raised in this document is that the civil penalty is of an amount inconsistent with the principles that are described as guiding it.** The section "Civil Penalty Assessment" on p. 26 begins by noting, "Section 3301 of the Public Utility Code provides that if any regulated entity fails to comply with any Commission regulation it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation." The decision finds multiple violations of the law and several factors and standards which "merit a higher penalty," and none which merit a lower penalty.
 - a. The citation of Section 69.1201(c)(3) (p. 29) describes GAP's conduct as "at least negligent;" Towne argues that the behavior was also intentional, thought that does not appear material to the decision.
 - b. The decision finds that "GAP had a heightened responsibility" (p. 28) and failed to meet it.
 - c. The negative effects that this behavior has on customer opinion, "key to the success of any retail market" (p. 29), and the higher penalty merited by these results, are adequately understated. These effects provided the primary motivation for the Complainant, "supportive of electric supplier competition" (p. 2), to file this Complaint in support of better business practices that are needed in order to sustain healthy, ethically competitive

market for electric supply services. Complainant also filed this action seeking better consumer protections for himself and his fellow customers.

- d. Pages 29-30 rule for a higher penalty on the basis of Section 69.1201(c)(4) and GAP's failure to acknowledge or adequately address the issues once they were brought to GAP's attention. GAP did not even cease the offending calls to the Complainant more than a week after service in this case. Worse than failing to acknowledge violations, GAP actively denied its violations (as noted in the Initial Decision first paragraph) in an aggressive defense to this case. That may merit a higher penalty under 69.1201(c)(7).
- e. Consideration of Section 69.1201(c)(5) on p. 30 notes that "Here there is only evidence concerning the experience of one customer." Towne attempted to get GAP to provide additional data on the extent of telemarketing efforts and violations, but GAP generally refused. The available facts (e. g. findings of fact #6-8, p. 2-3), as well as the consistency (for example, between Kip's two pitches separated by weeks, and the prerecorded nature of the verification segments) indicate that other customers likely shared the Complainant's experience. That does not appear to change the decision that factor (c)(5) merits a higher penalty, but may increase the scope and count of violations, or at least further investigation by the Commission; see Exception 4 above.
- f. "Deterrence is perhaps the most important factor for consideration in assessing this penalty" (p. 30). Complainant Towne agrees strongly with everything in this paragraph, but disagrees that the amount selected will have the effects intended and described here. GAP and other suppliers may easily look to this decision, which finds GAP in clear violation of multiple regulations over an extended period of time, complicated by several factors that should warrant a higher penalty, and observe that it received only a slap on the wrist. Further, it only received the small penalty because of the extremely unlikely happening that an active consumer was dedicated enough to educate himself on the laws and the process, overcome intimidation, oppose an aggressive defense *pro se*, and press the case through to a decision, at high personal cost, forseeing little or no direct personal benefit. The Initial Decision uses relatively strong language in ruling against GAP, but is very weak on action. **It remains a far more profitable business decision for a supplier to violate the laws and pay the small fine in the highly unlikely event one is assessed.** Even just the first dollar that GAP makes from each customer signed up in this campaign will outweigh the fine assessed (e. g. see Finding of Fact #8, p.3). Its earnings from other campaigns and

ongoing campaigns that violated these laws (trying to sign up 20-50 new customers per day outside of the campaign peaks, per Ginger Lucas' testimony at hearing) are gravy on top, and the many customers who were called but did not give in to GAP's enrollment were cost-free to GAP despite the negative externalities those actions created in perceptions of the competitive electric market. GAP's license is on notice to avoid future reports (p. 31), but other suppliers are not. Now that there is certainty about fine size even in a strong case with multiple violations, profit-maximizing calculations will lead to an *increase* in these behaviors, the opposite of the desired deterrence effect. **A \$5,000 civil penalty is the wrong order of magnitude for creating deterrence.**

g. This result is inconsistent with the Commission's goals as described e. g. in the second paragraph of the Initial Decision Discussion (p. 8).

21. Finally, footnote 52 (p. 26) points out that Complainant's decision to represent himself in this matter was a decision to "assume the risk that his lack of expertise will prove his undoing." It is true that this case would have very likely been better prepared and presented if Complainant had the benefit of counsel. It appears evident by the dismissal of claims on technicalities that the advice of counsel would have materially affected at least some of those portions of the initial decision. However, the cost to Mr. Towne of participating in this case was large already, as described on p. 2 of Towne's response brief. The cost of hiring counsel would have increased it a great deal more, perhaps to an amount even greater than the civil penalty listed in the initial decision, being sent to the PUC. Mr. Towne does not have a sufficiently large stream of disposable income that can be used for such purposes, and even if he did, the consumer who reports aggressive and illegal behavior as has been found in this Initial Decision should not have to pay a financial penalty greater than the violator! Even with a strong case, it was unclear to Mr. Towne at the start of the case that he could ever see any direct financial benefit from pursuing it, though he could hope for a better market and better treatment of fellow consumers, if the case resulted in a sufficiently high deterrent penalty, which it has not. Atty. Julius also told Mr. Towne directly multiple times that he would be unable to personally receive any funds from a PUC decision in his favor, as a means of discouraging the dedication of further efforts, framed as creation of clearer expectations about potential outcomes. The incentive system as it currently stands is not effective for enforcement of consumer protection laws.

Complainant respectfully submits these Exceptions, together with the attachments described within, encouraging the PUC's consideration of the points above when reaching its final decision.

CERTIFICATE OF SERVICE

On April 9, 2013, Towne submitted this Exceptions document was been through the PUC eFiling system, sent it by e-mail as a PDF attachment sent to the Commission's Office of Special Assistance at ra-OSA@pa.gov, and mailed it by United States First Class Mail to GAP's attorney at:

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William Towne
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(412)-256-8236



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Total Voice Usage Charges: \$0.00

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Date	Time	Number	Minutes	Rate	Airtime Charge
5/19	10:52 PM	[REDACTED]		Off-Peak	--
5/20	6:39 PM	[REDACTED]		Off-Peak	--
5/20	6:40 PM	[REDACTED]		Off-Peak	--
5/20	6:46 PM	[REDACTED]		Off-Peak	--
5/21	7:37 PM	[REDACTED]		Peak	--
5/21	7:41 PM	[REDACTED]		Peak	--
5/21	7:42 PM	[REDACTED]		Peak	--
5/21	7:47 PM	[REDACTED]		Peak	--
5/22	2:43 PM	[REDACTED]		Peak	--
5/22	2:44 PM	[REDACTED]		Peak	--
5/22	2:58 PM	[REDACTED]		Peak	--
5/22	3:03 PM	[REDACTED]		Peak	--
5/22	3:12 PM	[REDACTED]		Peak	--
5/22	4:24 PM	412-872-2630	1	Peak	--
5/22	6:37 PM	[REDACTED]		Peak	--
5/22	7:06 PM	[REDACTED]		Peak	--
5/23	3:24 PM	234-542-5932	1	Peak	--
5/23	7:35 PM	[REDACTED]		Peak	--
5/23	8:47 PM	[REDACTED]		Peak	--
5/23	10:43 PM	[REDACTED]		Off-Peak	--

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Total Voice Usage Charges: \$0.00

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Date	Time	Number	Minutes	Rate	Airtime Charge
5/24	11:28 AM	412-872-2630	1	Peak	--
5/24	2:02 PM	234-542-5932	7	Peak	--
5/24	5:38 PM	412-872-2630	5	Peak	--
5/25	2:01 PM	[REDACTED]		Peak	--
5/25	5:18 PM	[REDACTED]		Peak	--
5/25	5:58 PM	[REDACTED]		Peak	--
5/25	6:41 PM	[REDACTED]		Peak	--
5/25	9:21 PM	[REDACTED]		Off-Peak	--
5/25	10:54 PM	[REDACTED]		Off-Peak	--
5/26	10:45 AM	[REDACTED]		Off-Peak	--
5/26	10:46 AM	[REDACTED]		Off-Peak	--
5/26	12:13 PM	[REDACTED]		Off-Peak	--
5/26	2:01 PM	[REDACTED]		Off-Peak	--
5/26	4:47 PM	[REDACTED]		Off-Peak	--
5/27	1:10 PM	[REDACTED]		Off-Peak	--
5/27	9:17 PM	[REDACTED]		Off-Peak	--
5/27	9:17 PM	[REDACTED]		Off-Peak	--
5/27	9:22 PM	[REDACTED]		Off-Peak	--
5/28	8:22 AM	[REDACTED]		Peak	--
5/30	9:03 PM	[REDACTED]		Off-Peak	--

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Date	Time	Number	Minutes	Rate	Airtime Charge
6/08	1:21 PM	[REDACTED]		Peak	--
6/08	1:22 PM	[REDACTED]		Peak	--
6/08	1:23 PM	[REDACTED]		Peak	--
6/08	1:26 PM	[REDACTED]		Peak	--
6/08	1:42 PM	[REDACTED]		Peak	--
6/08	2:24 PM	[REDACTED]		Peak	--
6/09	4:26 PM	[REDACTED]		Off-Peak	--
6/11	9:42 AM	[REDACTED]		Peak	--
6/11	10:03 AM	[REDACTED]		Peak	--
6/11	11:14 AM	[REDACTED]		Peak	--
6/11	11:18 AM	[REDACTED]		Peak	--
6/11	9:33 PM	[REDACTED]		Off-Peak	--
6/11	9:35 PM	[REDACTED]		Off-Peak	--
6/12	1:46 PM	[REDACTED]		Peak	--
6/12	8:17 PM	[REDACTED]		Peak	--
6/13	12:40 PM	Unavailable	1	Peak	--
6/13	1:25 PM	[REDACTED]		Peak	--
6/13	2:50 PM	234-542-5932	16	Peak	--
6/13	6:36 PM	[REDACTED]		Peak	--
6/14	2:40 PM	[REDACTED]		Peak	--

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Ben Towne <firstpeterfourten@gmail.com>

RE: Consumer Topics : Telemarketing

Consumers <consumers@attorneygeneral.gov>
To: WBT <firstpeterfourten@gmail.com>

Fri, Oct 26, 2012 at 10:16 AM

There is no registration on file for PA Call Center or PBS.

From: WBT [mailto:firstpeterfourten@gmail.com]
Sent: Thursday, October 25, 2012 11:14 AM
To: Consumers
Subject: Re: Consumer Topics : Telemarketing

Dear BCP,

Thank you for your reply. I am looking for telemarketers that use outgoing numbers [412-872-2630](tel:412-872-2630) and [234-542-5932](tel:234-542-5932). These numbers are used by telemarketing companies that operate on behalf of their clients. I believe they are two separate companies, which I only know by the names "PA Call Center" and "PBS" [not the public broadcasting organization] respectively; they may additionally use other outgoing number that I'm not aware of. Have either of these telemarketers registered with your office?

Thank you,

William Towne

On Thu, Oct 25, 2012 at 9:24 AM, Consumers <consumers@attorneygeneral.gov> wrote:

We do not have an online database for searching for telemarketers. If you have the name of a particular telemarketer, you can contact us and we can tell you if that telemarketer has registered with our office.

Bureau of Consumer Protection

-----Original Message-----

From: info@attorneygeneral.gov [mailto:info@attorneygeneral.gov]

Sent: Wednesday, October 24, 2012 7:35 PM

To: ContactUS PPD All Topics

Subject: Consumer Topics : Telemarketing

From: William Towne
Email: firstpeterfourten@gmail.com
Consumer Topics : Telemarketing

Dear OAG,

You have procedures and rules requiring registration of both home improvement contractors and telemarketers (and others). I have found your online database for checking if a contractor is registered. How or where does one check to see if a telemarketer is registered?