

COMPLAINT ACTIVITY REPORT Case # 36024675**The Better Business Bureau of Greater Maryland****Consumer Info:** Davidson, Don**Business Info:** Publish America, LLLP
PO Box 151
Frederick, MD 21705-0151
301 695-1707**Location Involved:** (Same as above)**Consumer's Original Complaint :**

I feel that I was defrauded into signing a contract that gives PublishAmerica exclusive rights for 7 years to "publish" a book that I wrote. They claim to be a traditional publisher, and the contract implies that they will promote and market the book, but in reality their target customer is the book's author. They do virtually nothing to promote or market the book, except to send solicitations to the author and the author's friends and family members. I have received 12 such solicitations via email in 9 months. I have also corresponded with them repeatedly during the past few days, asking them for details on how they intend to promote and market my book, and their response was in effect that they are doing nothing and intend to do nothing in the future. I also asked them about their pricing policies, since I believe the book is grossly overpriced (\$19.95 for a small paperback book of less than 200 pages), and their responses have been evasive and irrelevant to the inquiry. They have refused to terminate the contract twice—once in August, 2007, about 2 weeks after it was signed (when I learned how they really operate), and again a day or two ago.

Consumer's Desired Resolution:

I would just like to cancel the contract and get back the rights to my book, since they are going to do nothing to promote it.

BBB Processing

05/29/2008 web BBB Case Received by BBB
 05/30/2008 rw BBB Case Reviewed by BBB - Member
 05/30/2008 Otto EMAIL Send Acknowledgement to Consumer
 05/30/2008 Otto EMAIL Notify Business of Dispute - Member
 06/03/2008 WEB BBB RECEIVE BUSINESS RESPONSE : Contact Name and Title: Victor Cretella, attorney

Contact Phone: 301-695-6804

Contact Email: vec@publishamerica.com

Dear Ms. Warren: PublishAmerica has fully complied with its obligations under the contract. Notwithstanding Mr. Davidson's statements to the contrary, PublishAmerica did not promise Mr. Davidson any particular marketing efforts. Instead, the contract expressly provides that marketing is at PublishAmerica's discretion. Contract, paragraph 17 ("Sales promotion, advertising and publicity shall be at the Publisher's election and discretion as to the extent, scope and character thereof and in all matters pertaining thereto"). Furthermore, Mr. Davidson should have expected that he would have to make substantial marketing efforts on his own behalf since that is exactly what the contract expressly states. Contract, paragraph 17 ("The Author agrees to actively participate in promoting the sales of the said literary work in his home town area and elsewhere, by making himself available to media interviews, book readings and/or signings, and other public sales promotion appearances").

Mr. Davidson's claim that he was "defrauded" by PublishAmerica is completely unreasonable. In fact he cannot particularize a claim for breach of the contract let alone fraud. Accordingly, PublishAmerica will not terminate the contract as requested by Mr. Davidson. Rather PublishAmerica will continue to publish Mr. Davidson's book for the full 7 years as authorized by the contract.

If PublishAmerica were to take any action at this point, it would be to sue Mr. Davidson for defamation. On the following website, Mr. Davidson has accused PublishAmerica of being a "scam":

<http://christianityforthinkers.com/publishamerica.htm>.

This accusation is completely false as PublishAmerica has done nothing fraudulent.

06/04/2008 ah EMAIL Forward Business response to Consumer



Print - Close Window

From: "Better Business Bureau" <baltimore.rw@bureauidata.com>
To: "Don Davidson"
Subject: BBB Complaint Case#36024675(Ref#85-32010985-36024675-6-1100)
Date: Thu, 5 Jun 2008 06:14:37 -0600 (MDT)

Complaint ID#: 36024675
Business Name: Publish America, LLLP

Your Better Business Bureau has received a response from the business regarding your complaint. Please review their response to us and provide us with any comments you may have by June 15, 2008.

If the BBB does not receive a response, your complaint will close as Assumed Satisfied.

We encourage you to use our online complaint system to respond this complaint. The following link will take you directly to this complaint. You will be able enter your response directly on our website:

<http://app.greatermd.bbb.org/complaint/view/36024675/c/jur7kp>

If you are unable to respond using the internet, then please respond to the address above or via fax to 410.347.3936 to the attention of the BBB staff member below.

Sincerely,

Ricie Warren
Trade Practices Specialist & Ad Review Coordinator
Dispute Resolution Department
410 347-3990 ext 3026
rwarren@greatermd.bbb.org

6/5/2008

BBB CASE#: 36024675

Complaint filed by:	Don Davidson (More)
Complaint filed against:	Publish America, LLLP (More)
Complaint status:	Forward Business response to Consumer (More)
Case Description:	I feel that I was defrauded into signing a contract that gives PublishAmerica exclusive rights for 7 years to "publish"... (More)
Category:	Contract Issues
Case opened date:	05/30/2008
Case closed date:	
Desired Resolution:	I would just like to cancel the contract and get back the rights to my book, since they are going... (More)

Download a copy of this complaint so you can print it for your records

*** You need to respond to this complaint before it can be processed further. Please see below for instructions. ***

On June 03, 2008, the business provided the following information:

Contact Name and Title: Victor Cretella, attorney
 Contact Phone: 301-695-6804
 Contact Email: vec@publishamerica.com

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<http://christianityforthinkers.com/publishamerica.htm>.

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Response

CASE ID: 36024675

On June 05, 2008, you provided the following information:

(The consumer indicated he/she DID NOT accept the response from the business.)

You, or anyone else who is interested, can read copies of the actual documents at my web site, christianityforthinkers.com, on the page entitled "The Truth About PublishAmerica." Then you, or they, can make up your own mind.

PublishAmerica calls themselves a "traditional publisher." Their slogan is: "We treat authors the old-fashioned way—we pay them." Their web site makes the claim, "We want your book, not your money." Their standard contract is cleverly worded to give the impression that they will aggressively market the books they publish. For example, the contract stipulates that royalties will not be paid to the author for copies of the book which are used "for review and/or publicity purposes"; that the author will not be paid royalties on copies of the book "that the Publisher may distribute for advertising and/or sales promotion purposes"; that PublishAmerica will not pay the author for "permission gratuitously given to others to publish extracts from the sale of the said literary work to benefit the sale thereof." And the contract states: "The Publisher agrees to distribute, at his discretion, for purposes of publicity and/or review, promotional information pertaining to the said literary work, to publications throughout the United States and/or Canada, or elsewhere." All of these statements are designed to give a prospective author the impression that he is dealing with a traditional publisher which will not only publish, but also market and promote, his book to the general public. Of course, the contract is also artfully worded so as not to require PublishAmerica to do any marketing whatsoever—and they don't.

The language quoted in PublishAmerica's response merely proves my point: the author is to "actively participate in promoting" sales of the book "by making himself available" for media interviews, etc. This language gives the impression that the author is merely expected to cooperate with PublishAmerica's marketing efforts. What it fails to state is that PublishAmerica's marketing efforts directed at the general public are non-existent. PublishAmerica markets their books to the author and to his friends and family members—and to no one else. To date, PublishAmerica has sent me more than a dozen solicitations, inviting me to buy copies of my own book—the last one on June 2, 2008, after I had repeatedly asked them to stop. Those solicitations are posted on my web site.

In a series of emails on May 27, 28, and 29, 2008 (all of which are posted on my web site), I asked PublishAmerica what they had done, and what they intended to do, to market and promote sales of my book to the general public. Their response—also posted on my web site—was that they had sent out press releases to a few local newspapers in my geographic area (for which I had to provide the addresses). That was it. Although their contract talks about reviews, publicity, advertising, sales promotion, and the like, they did nothing of the kind. As you can read at my web site, their responses are evasive or non-responsive. The stories of other PublishAmerica authors on the internet are similar.

I also believe that PublishAmerica impedes sales to the general public through their pricing policies. My own book is a paperback book of less than 200 pages with no pictures. Yet it is priced on the internet at \$19.95, and on PublishAmerica's web site at \$16.95. On the other hand, the solicitations sent to me by PublishAmerica offer discounts of 35% to 50% if I buy copies of my own book. In the emails of May 27-29, discussed above, I asked PublishAmerica about their pricing policies, and received non-responsive and evasive answers.

My web site contains a link to a web site that has collected many of the stories of authors who have had their dreams dashed by PublishAmerica's shady tactics. And many more can be found on the internet, at such sites as Absolute Write.

I believe PublishAmerica is being less than honest with the public about the nature of their business. They lure authors into long-term contracts by deliberately and deceptively giving the impression that they act like all other traditional publishers, who also market the books they publish. Unfortunately, the author learns too late that he is on his own in marketing and promoting his book, and that PublishAmerica is primarily interested in selling the book to the author himself, not to the general public. Thus, such statements as "We want your book, not your money" are misleading and deceptive, and in my opinion, fraudulent.