



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION IV
611 RYAN PLAZA DRIVE, SUITE 400
ARLINGTON, TEXAS 76011-8064

December 14, 2001

Ambus Registry Inc.
2845 2nd Street
Silver Springs, NV 89429

To whom it may concern:

This letter responds to your written and voice inquiries concerning an alleged overdue account for a two-year business listing in the Ambus Business Registry. Our understanding of the facts associated with this situation is based on discussions with and the statement of our Purchasing Agent, Mrs. Carol Hill. See the attached statement from Carol L. Hill, Purchasing Agent, Subject: Dispute with Ambus Registry Inc. Below, we explain our position regarding the matter.

A written contract for the business registry was not accepted by Mrs. Hill as she never signed a document ordering the business registry. Your company has not produced, to date, a copy of the alleged card that she signed ordering the business registry. Additionally, Mrs. Hill stated on several occasions to representatives of Ambus that she did not order the registry. Even if your company were able to produce such a signed card, Mrs. Hill would assert that the card was forged, because she simply did not sign such a card.

After repeated assurances by your representative that the registry could be received on a 30-day free trial basis, Mrs. Hill agreed by telephone to receive the business registry on that basis. (Out of at least four phone conversations with your company, this was the only conversation of which your company was able to provide us with a transcript. Your office could not produce a transcript for Mrs. Hill's three prior conversations in which she denied ordering the registry.) Upon the day of receipt of the CD-ROM, Mrs. Hill returned it. Your office acknowledged receipt of the CD-ROM on August 10, 2001, credited our account \$90.00, and billed our office \$299.00 for the listing in the registry. Your representative did not make any distinctions between the CD-ROM and the listing when discussing the 30-day free trial offer with Mrs. Hill. In fact, Mrs. Hill was never told that the 30-day free trial offer only applied to the CD-ROM and not the listing. She believed that the 30-day free trial offer applied to the entire package that your company was mailing her. Thus, continuing to bill our office for \$299.00 was contrary to your previous representations that this was a 30-day free trial offer. Therefore, Mrs. Hill appropriately terminated any oral contract that may have existed. Any such contract was potentially fraudulent, based on misrepresentations and misleading information, and was *void ab initio*.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ambus Registry Inc.

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Finally, as a federal government agency, the business registry does not have a governmental purpose. Therefore, for the above reasons, the U.S. Nuclear Regulatory Commission will not pay for the business registry that has been returned. Please do not send further invoices, and please remove our office from your mailing list. If necessary, we will seek recourse with the appropriate attorney general's office.

Sincerely,

/RA/

Karla D. Smith
Regional Counsel

Attachment: As stated

cc:
Better Business Bureau of Northern Nevada, Inc.
P.O. Box 21269
Reno, Nevada 89515-1269

Ambus Registry Inc.

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bcc:

EMerschhoff

TPGwynn

KJHamill

PHKramer

CLHill

E. Williamson, OGC

K. Smith's Reading File

S:\RAS\ambus.wpd

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|-------------|--------------|--------------|--|--|
| RIV:DRA | DRA | RA | | |
| KDSmith:jc | TPGwynn | EWMerschhoff | | |
| /RA/ | /RA/ | /RA/ | | |
| 12 /12/2001 | 12 /12 /2001 | 12 /12/2001 | | |

December 5, 2001

STATEMENT OF CAROL L. HILL, PURCHASING AGENT

SUBJECT: DISPUTE WITH AMBUS REGISTRY, INC.

This memo provides details to a continuing dispute with Ambus Registry, Inc.

Some time in the July 2001 time-frame I was contacted by Rob Thomas, a representative of Ambus Registry, Inc. He said that he was calling to confirm our order of the Ambus Business Registry. I told him I was not familiar with the Registry and did not recall ordering it. He proceeded to tell me about the Registry and again tried to get me to agree to accept the Registry. I told him that I had no record of having ordered the Registry. He told me that he had a card with my signature that said I requested the Registry. I told him I did not know anything about the Registry, to which he replied that there was a 30-day free trial and that if upon viewing it we decided we didn't want it we could return it. He was very persistent and I finally agreed to accept the 30-day free trial. He then informed me that a quality control person would call me back to verify the order and to get my shipment information. Within the hour another gentleman from Ambus, Burt Johassen, called to verify "my order". I told him the same thing I told the first gentleman: I did not order the Registry, I was not familiar with it and I had no record of ever ordering it. He then apologized and said he would refer me back to the original salesman. Within the hour Rob Thomas called me again and said he was told there was a problem with the order and asked what the problem was and how he could help. I told him, again, that I did not initiate an order for the Registry and that when I told the quality control employee I had no recollection of ordering the Registry, he referred me back to the original salesman (Mr. Thomas). Mr. Thomas again explained the registry to me and told me again that he could send it to me for a free 30-day trial. I said, I don't recall ordering it, but agreed that he could send it to me to look over for the 30-day trial offer. He then told me: Quality Control will call you back to confirm the order **DO NOT TELL THEM THAT YOU DON'T RECALL PLACING THE ORDER** or they will send you back to me again. I agreed. Within the hour, a quality control employee called me back again. At this point, this was the fourth unsolicited phone call I had received from this company and I was getting frustrated. I did not want to continue to argue with these people or waste any more of my time, so I went along with the 30-day trial offer. During the "confirmation phone call" the quality control employee asked if there would be a purchase order number for this order or if it should be sent just to my attention. I replied, just to my attention, because there was no purchase order since I did not initiate the purchase of this product.

Upon receipt of the Registry, I asked around the office to see if anyone recalled ordering it or was interested in keeping it. No one knew anything about it, so I packed it up and mailed it back to Ambus Registry, Inc.

On August 10, 2001, I received a fax from Ambus Registry Inc., acknowledging receipt of the returned CD-Rom and a credit to "our account" for \$90.00. On August 30, 2001, I received another fax from Ambus stating that our account was 30 days past due. An invoice for \$299.00 was attached. For the next three weeks I attempted to call Ambus Registry at the phone number provided on the invoice, to no avail. The phone number appeared to have been disconnected, the call would not go through. Eventually, I did get through to Amber, an

employee of Ambus Registry. I told her what had happened and that we returned the CD and should not owe anything. She said that the account was credited for \$90.00 for the return of the CD but that we still had to pay for our business listing in the directory. I told her again that I did not initiate the purchase of the Registry and that her salesman told me he would send it for a 30-day free trial. I told her about the first three calls and that during the third call the salesman told me not to say that I didn't recall ordering the Registry. She told me that was not possible, that her salesman would not say that. She then faxed me a copy of a transcript of the fourth phone call in which I agreed to accept shipment of the item. As I said previously, by the time of the fourth phone call I was anxious to be through with this issue and to discontinue the interruptions caused by the continuous phone calls from this company. I spoke to Amber again on September 24, 2001, and told her that we did not order this product and we were not going to pay the invoice. When she referred to the transcript of the recorded phone call, I asked her to pull the transcripts/recordings of the first three phone calls in which I continuously said I did not order the product. She said they did not keep copies of those phone calls. We ended our phone call without resolving the issue. On October 9, 2001, I received a phone call from Amber asking if we had mailed payment for our invoice. I refreshed her memory on the issue, when she and I were unable to come to a resolution I asked to speak to her supervisor. She transferred me to Juliet Shaffer. I explained the entire situation to Ms. Shaffer. She agreed with Amber that we should pay the \$299.00 for the listing in the Registry. I then referred to the alleged "signed card" they had on file that shows my signature requesting that I receive the Registry. Ms. Shaffer replied that they did not keep those cards at that location and she did not have access to them. I KNOW that I did not sign any card and their inability to produce a copy of that card, I believe, supports my position. At the conclusion of the conversation with Ms. Shaffer, she said that if we did not pay the invoice, her company would put us on a black list and we would be unable to purchase from them in the future.

On October 23, 2001, I received another fax stating that our account was now 90 days past due. When Amber called me again, I told her that I was referring this issue to our attorney and that she could contact her directly. Since then, Ambus has called me two more times and I have referred them to Regional Counsel each time.