

STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

**MATTHEW BENDER and COMPANY, INC.,
and REED ELSEVIER INC. d/b/a
LEXISNEXIS**

Case No. L08-3-1128

ASSURANCE OF VOLUNTARY COMPLIANCE

A. INTRODUCTION

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, hereinafter referred to as the "OAG," caused an inquiry to be made into the advertising and business practices of MATTHEW BENDER & COMPANY, INC., hereinafter "Matthew Bender" or "Respondent;" and REED ELSEVIER INC. d/b/a LEXISNEXIS, ("LexisNexis") only to the extent LexisNexis participates in Matthew Bender's activities in Florida, as more fully described herein. LexisNexis and Matthew Bender are hereinafter collectively referred to as "Respondents."

IT APPEARS that the Respondents are prepared to enter into this Assurance of Voluntary Compliance, without any admission that either has violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned Senior Assistant Attorney General, being in agreement, does in

this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the OAG by said statute. The OAG, and Respondents, hereby agree to the following:

B. STIPULATED FACTS

1. Respondent Matthew Bender is a New York Corporation, with a principal business address of 1275 Broadway, Albany, NY 12204.
2. Reed Elsevier Inc. is a Massachusetts corporation. LexisNexis is a division of Reed Elsevier Inc. Reed Elsevier Inc. and Matthew Bender and Company, Inc. are under common control and ownership of Reed Elsevier U.S. Holdings Inc.
3. Matthew Bender publishes, manufactures and distributes legal treatises, publications, books, newsletters, and other products in print and CD form ("Matthew Bender Publications.") It sells Matthew Bender Publications to lawyers, law firms, libraries, government agencies, and other businesses in Florida and nationwide.
4. Matthew Bender has had a contractual relationship with the Florida Bar since 2000. Under the terms of their agreements, Matthew Bender has manufactured the Florida Bar's publications, created marketing campaigns to market and distribute the Bar's publications, and has been solely responsible for fulfillment of the orders, as well as billing for the products.
5. The Florida Bar's publications are typically treatises which are updated and published on an infrequent publication schedule, there being up to 5 years between updated treatises.
6. Matthew Bender Publications also include publications which are typically published on a more regular basis.

7. All of the Matthew Bender Publications can typically be purchased as a one time purchase, or pursuant to a subscription. Matthew Bender utilizes two basic kinds of subscriptions, an "automatic renewal" of an annual subscription and an "automatic shipment" of updates, supplements and new editions, both of which are more fully described in paragraphs 11 and 12 below.
8. Respondents advertise the Matthew Bender Publications in Florida through direct mail solicitations, print advertising, by telephone, on the Internet, and in personal face to face meetings with customers.
9. Respondents do not arrange for automatic billing to retained credit card accounts, or automatic withdrawal for customers' accounts of any kind. Instead, all customers must take the affirmative step of paying for each purchase, update, supplement or subscription.

C. DEFINITIONS

10. "Advertising" (including "advertisement" and "advertise") means any message disseminated to the public or any segment thereof which promotes or is likely to promote directly or indirectly any good, merchandise, property, product, commodity, service, or any person. The term "advertising" includes messages conveyed by the name under which a person operates, and includes, but is not limited to, messages conveyed visually, orally, or in writing:
 - a. in a newspaper, magazine, periodical, leaflet, flyer, catalog, brochure, circular, on or in packaging; in telefacsimile material; in any direct mail literature, including but not limited to notices, invoices and forms; in any other written, graphic, pictorial, illustrated or printed material;

- b. on any recording, radio, television, video, computer, by a telephonic transmission, telex, facsimile or telecopier transmission, Internet or other electronic transmission or during any other transmission;
- c. during any in-person appearance or otherwise during any personal contact, including telephone contact, with the public or any segment thereof.

11. An "automatic renewal subscription" as used herein means a plan by which an annual subscription is renewed without further action on the part of the consumer and the consumer is sent a bill, with or without Matthew Bender Publications, for the renewal period, unless the consumer cancels within a certain prescribed period of time.

12. An "automatic shipment plan" as used herein is a means an arrangement, plan or system in which updates or supplements or new editions to previously purchased Matthew Bender Publications are automatically shipped without affirmative action on the part of the consumer and the consumer is sent a bill for the update, supplement or new edition.

13. "Clear and conspicuous" (including "clearly and conspicuously") means that a statement, representation, claim or term being conveyed is readily noticeable and reasonably understandable by the persons to whom it is directed. The following, without limitation, shall be considered in determining whether a statement, claim, term, or representation is clear and conspicuous:

- a. whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other terms, representations claims or statements being conveyed;
- b. whether it is in close proximity to the statement, representation, claim, or term it clarifies, modifies, explains, or to which it otherwise relates;

- c. whether it is contradictory to any representation, statement, claim or term it purports to clarify, modify or explain, or is otherwise contradictory or confusing in relation to any other term, statement, claim or representation being conveyed;
- d. whether abbreviations are used and if so whether they are commonly understood by the public or approved by federal or state law;
- e. whether it is legible;
- f. whether it is of sufficient prominence in terms of print, size, placement, color, and contrast, as compared with accompanying statements, claims, terms, or representations so as to be readily noticeable and reasonably understandable by the person(s), to whom it is directed;
- g. whether, if in association with a Negative Option Plan as defined herein, the terms and conditions of the Negative Option Plan are segregated from other terms and conditions of the offer.
- h. whether, if it is oral, it is at a decibel level equal to the highest decibel level used and is at a speed equal to or slower than any other statement, claim, representation or term conveyed so as to be readily noticeable and reasonably understandable by the person(s) to whom it is directed;
- i. whether it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;
- j. whether the language and terms used are commonly understood by the consumer in the context in which they are used.

14. "Effective Date" as used herein shall mean the date of execution of this Assurance by the last signatory hereto.

15. As used herein, “Merchandise” when capitalized shall mean the Matthew Bender Publications marketed or distributed by Respondents in Florida.

16. A “Negative Option” as used herein is any type of sales term or condition that imposes on consumers the obligation of rejecting goods that sellers offer for sale in order to avoid further obligation.

17. A “Negative Option Plan” as used herein, is a contractual plan or arrangement that includes a Negative Option and allows a seller to interpret the failure of a consumer to reject books or other goods as the acceptance of an offer. Negative Option Plans as used herein include, but are not limited to, the following:

a. A “Prenotification Negative Option Plan” as defined in the Federal Trade Commission Rule on the Use of Prenotification Negative Option Plans by Sellers in Commerce (referenced herein as the “Negative Option Rule”), 16 C.F.R. § 425.1, as a contractual plan or arrangement under which a seller periodically sends to subscribers an announcement which identifies merchandise (other than annual supplements to previously-acquired merchandise) it proposes to send to subscribers to such plan, and the subscribers thereafter receive and are billed for the merchandise identified in each such announcement, unless by a date or within a time specified by the seller with respect to each such announcement the subscribers, in conformity with the provision of such plan, instruct the seller not to send the identified merchandise.

b. A “Continuity Plan” as used herein is a plan pursuant to which a customer receives or agrees to receive period shipments of updates, supplements or new editions of a product or publication either through an automatic renewal subscription or an automatic shipment plan.

18. A "Secondary Authority" is any Matthew Bender Publication that provides commentary or analysis on legal issues as distinguished from Primary Authorities that compile original materials such as statutes, codes, cases or case digests, or Sheppard's citations.
19. "Form" as used herein shall mean any form that a consumer returns to a sender or its designee to instruct it not to send a selection.
20. "Mailing date" as used herein refers to the time specified by a sender as the time by or within which a form must be mailed by a consumer to prevent shipment of the selection.
21. "Promotional material," as used herein refers to advertising containing or accompanying any order form which a consumer sends or returns to request acceptance or enrollment in a Negative Option Plan.
22. "Relating to" as used herein shall mean without limitation, the concepts: refer to, concerning, discuss, describe, reflect, deal with, pertain to, analyze, evaluate, estimate, constitute, study, survey, project, assess, record, summarize, criticize, report, comment, or otherwise involve in whole or in part.
23. "Relevant Time Period" as used herein shall refer to the time period of February 13, 2005, to the date of execution of this Assurance of Voluntary Compliance.
24. "Return date" as used herein refers to a date specified by a sender when using a Prenotification Negative Option Plan as the date by which a form must be received by a sender or its designee to prevent shipment of the selection.
25. "Representing" (including "represent") as used herein shall mean stating, orally or in writing, directly or by implication, by affirmative statements or material omissions.

26. "Selection" as used herein shall mean the book or other product that is offered in a Negative Option Plan.

27. "Unordered merchandise" as used herein shall mean products sent to a consumer without the prior expressed request or consent of the consumer.

28. "Matters Investigated" as used herein shall mean the OAG's investigation of Matthew Bender's use of Negative Options in the advertising, promoting, selling, distributing and billing of Matthew Bender Publications in Florida, and of LexisNexis, but only to the extent LexisNexis assists or contributes to the advertising, promoting, selling, distribution and billing of Matthew Bender Publications in Florida.

D. AGREEMENT OF COMPLIANCE

29. This Assurance of Voluntary Compliance applies only to Respondents' advertising, promoting, selling, distributing and billing of Merchandise, as defined herein, and covers such activities in Florida, whether Respondents are acting directly or through any entity they direct or control as well as to the same activities in Florida by Respondents' successors and assigns.

30. From the Effective Date of this Assurance, Respondents will assure that no new Negative Option Plans, including, without limitation, automatic renewal subscriptions or automatic shipment plans, for Matthew Bender Publications, are entered into anywhere in the United States, unless all appropriate disclosures described in paragraphs 33 – 36 below for Negative Option Plans are provided for Matthew Bender Publications and the customer provides affirmative consent.

31. Respondents, in the course and conduct of the business of advertising, promoting, sales, distributing and billing of Merchandise, shall comply with 39 U.S.C. §3009, relating to the sale of unordered merchandise. Specifically, 39 U.S.C. §3009 prohibits an entity from:

- a. sending merchandise to consumers without the prior expressed request or consent of the recipient, unless the merchandise is clearly and conspicuously marked as a free sample and has attached to it a clear and conspicuous statement that the recipient may treat the merchandise as a gift and may retain, use, discard or dispose of it in any manner without any obligation whatsoever;
- b. sending any recipient of unordered merchandise a bill or dunning communication.

32. Respondents, in the course and conduct of the business of advertising, promoting, selling, distributing or billing of Merchandise, shall not represent that the recipient of unordered merchandise is required, or otherwise obligated, to pay for the Merchandise or to return it.

33. In the event Respondents utilize a Prenotification Negative Option Plan (as distinguished from a Continuity Plan managed through an automatic renewal subscription of an automatic shipment plan) as defined in paragraph 17a, Respondents shall comply with the Prenotification Negative Option Rule in all respects, and specifically as set forth herein below:

- a. All promotional material shall clearly and conspicuously disclose the material terms of the plan, including:
 - i. that by ordering or purchasing a book or other product offered in the promotional material, the consumer will be enrolled in a plan in which

- books or other specified products will automatically be sent to the consumer;
- ii. that the consumer will receive an announcement prior to shipment of the product and the manner in which the announcement will be made;
 - iii. that the consumer must notify Respondents in the manner provided by Respondents if he does not wish to receive or be billed for the next selection; and that if the recipient does not so notify the Respondents, Respondents will send the selection and a bill for the selection to the consumer;
 - iv. that the consumer will be provided with at least 10 days in which to mail or send a form, contained in or accompanying an announcement identifying the selection, to Respondents;
 - v. the frequency with which the announcements and forms will be sent to the consumer and the maximum number of announcements and forms which will be sent to him during a 12-month period;
 - vi. whether billing charges will include an amount for postage or handling;
 - vii. the right of a contract-complete consumer to cancel his membership at anytime;
 - viii. a disclosure that Respondents will credit the return of any selections sent to a consumer, and guarantee to the Postal Service or the consumer postage to return such selections to Respondents when the announcement and form are not received by the consumer in time to afford the consumer at least ten (10) days in which to mail the form.

b. Respondents shall obtain the consumer's affirmative agreement to enrollment in the plan and the terms and conditions of the plan;

c. Prior to the sending of a selection, Respondents shall mail to the consumer:

- i. either at least 20 days prior to the return date or
- ii. at least 15 days prior to the mailing date, or
- iii. in sufficient time to provide a mailing date at least ten days after receipt by the recipient; provided however that the recipient must have at least 10 days in which to mail the form to Respondents:

1. an announcement identifying the selection Respondents intend to mail to the consumer.

2. a form contained in or accompanying the announcement, clearly and conspicuously disclosing that the consumer will receive the selection identified in the announcement unless the consumer instructs Respondents that he or she does not want the selection, designating a procedure by which the form may be used for the purpose of enabling the consumer to so instruct Respondents, and specifying either the return date or the mailing date.

34. Respondents, in the course and conduct of the business of advertising, promoting, selling, distributing and billing of Merchandise under a Negative Option Plan other than a Prenotification Negative Option Plan, shall:

- a. clearly and conspicuously disclose, in promotional materials and advertising by which a consumer sends or gives an order form to Respondents or otherwise accepts or enrolls in a Negative Option Plan, and in any order form or other document

evidencing an order that a consumer returns to Respondents that will result in enrollment in the Negative Option Plan:

- i. that if the consumer returns or transmits the order to Respondents, the consumer will receive automatic shipments of books or other products, or if applicable that that the agreement for the sale and shipment of books or other products will be automatically renewed each year, (or other specified period of time);
 - ii. periodic shipments of Merchandise will occur without further action on the part of the consumer;
 - iii. any obligation on the part of the consumer to take affirmative action to avoid future shipments or renewals.
- b. clearly and conspicuously disclose, in promotional materials and advertising by which a consumer sends an order form to Respondents or otherwise accepts or enrolls in a Negative Option Plan, all material terms and conditions of the Negative Option Plan, including:

- i. the maximum number of books or products that will be shipped during any one-year period for which the consumer will be billed; provided that when the shipment or distribution of the product or service may not occur within one year from the time of enrollment in the negative option, the time period within which the shipment or distribution will take place, e.g. “about every two years” or, if the time period is not known, a statement identifying the event that will trigger the next shipment or distribution, e.g., “when each next edition is published.”

- ii. Current and last year's cost for each shipment, or for each automatic renewal period, and whether each shipment in an automatic shipment or automatic renewal will include a charge for shipping and handling;
 - iii. a description of the books or other products included in the Negative Option Plan sufficient to provide notice to consumers of the kind of products that will be shipped in the Negative Option Plan;
 - iv. any obligation assumed by the consumer to purchase a minimum number of books or other products or services;
 - v. the billing procedure to be employed;
 - vi. whether the consumer has a right to return or reject books or other products provided under the Negative Option Plan, and if so, the procedure to be used by the consumer in order to do so.
 - vii. a description of the terms and conditions under which, and the procedures by which, a consumer may cancel participation in the Negative Option Plan, including an e-mail address and toll-free telephone number that may be used by the consumer to cancel.
- c. Obtain the consumer's affirmative agreement to enrollment in the Negative Option Plan and to the terms and conditions of the Negative Option Plan:
- i. in writing, or
 - ii. Electronically, if an order is placed via the Internet, or,
 - iii. By oral agreement, memorialized at the time of sale in the Respondents' record of the sale.

35. Respondents, in the course and conduct of the business of advertising, promoting, or selling of Merchandise over the Internet, if such publications are offered in or through a Negative Option Plan, in addition to the requirements set forth in paragraphs 33 and 34 herein shall:

- a. clearly and conspicuously disclose the terms and conditions of the Negative Option Plan on the same web page, prior to, and in close proximity to the mechanism used by the consumer to enroll in the Negative Option Plan.
- b. disclose the terms and conditions of the Negative Option Plan separately from the general terms and conditions of the offer.
- c. provide separate mechanisms for the consumer to enroll in a Negative Option Plan and the consumer's placement or submission of the order.
- d. treat an order as a one time order unless the consumer affirmatively enrolls in a Negative Option Plan.

36. Respondents in the course and conduct of the business of advertising, promoting, selling, distributing and billing of Merchandise that Respondents distribute through automatic renewals, in addition to the requirements for Negative Option Plans specified herein in paragraphs 33 through 35 shall:

- a. clearly and conspicuously disclose, in promotional materials and advertising by which a consumer sends an order form to Respondents or otherwise accepts or enrolls in a Negative Option Plan, that Respondents will send a notice at least 30 days prior to the each automatic renewal, reminding the consumer that the agreement will be renewed.

b. At least 30 days, but not longer than 90 days prior to the automatic renewal, send a notice, by first class mail, notifying the consumer that: (1) he will be charged for an automatic renewal, (2) the publication or product that will be renewed, (3) the cost of the renewal, (4) one or more means to cancel the renewal, and (5) the date the cancellation must be received in order to avoid receiving the product or service or being billed for the product or service.

37. Respondents, in the course and conduct of the business of advertising, promoting, selling, distributing and billing Merchandise, or in fulfillment of orders or billing, shall not:

a. represent that a product has been ordered by the recipient when it has not been ordered by the recipient; or,

b. represent that a consumer has agreed to be enrolled in a Negative Option Plan or has accepted the terms and conditions of such a plan, when the terms and conditions of the Negative Option Plan have not been clearly and conspicuously disclosed to the consumer or the consumer has not expressly and affirmatively accepted enrollment in such plan.

38. Respondents, in the course and conduct of the business of advertising, promoting, offering for sale, selling, or providing of Merchandise, or in fulfillment of orders or billing shall not, in any bills, statements, invoices, notices, letters or dunning communications:

a. deceptively represent that a consumer ordered a book or other product;

b. deceptively represent that a consumer owes money;

c. deceptively represent that the consumer agreed to pay for a book or other product;

d. deceptively represent that the consumer has an obligation to pay for a book or other product;

e. deceptively represent that the consumer has not met an obligation to pay for books or other products.

39. Respondents, in the course and conduct of the business of advertising, promoting, offering for sale, selling or providing of Merchandise, or in fulfillment of orders or billing shall not, in any bills, statements, invoices, notices, letters or dunning communications:

- a. deceptively represent any material term or condition of a Negative Option Plan;
- b. deceptively represent when payment for a book or other product is due or owing.
- c. deceptively represent risks or obligation, or the absence of risk or obligation, attendant to the acceptance of an offer.
- d. send, sell or distribute or cause to be sent, sold or distributed, Merchandise included in a Negative Option Plan, without first clearly and conspicuously disclosing the material terms and conditions of the Negative Option Plan.

40. For a period of four years, which may be extended in the discretion of the OAG, in connection with the delivery of the first book or other product mailed or distributed in a Negative Option Plan in which enrollment was made as a result of a telephone or Internet sale, Respondents shall provide the recipient with a written notice clearly and conspicuously disclosing:

- a. that the consumer enrolled by Internet or by telephone in a Negative Option Plan whereby the consumer will receive automatic shipments of books or other products;
- b. all other applicable terms and conditions of the Negative Option Plan as set forth in paragraphs 33 through 36 herein.

41. Respondents, in the course and conduct of the business of advertising, promoting, selling, distributing and billing of Merchandise, shall not:

a. represent that a product has been ordered by the recipient when it has not been ordered by the recipient; or,

b. represent that a consumer has agreed to be enrolled in a Negative Option Plan or has accepted the terms and conditions of such a plan, when the terms and conditions of the Negative Option Plan have not been clearly and conspicuously disclosed to the consumer or the consumer has not expressly and affirmatively accepted enrollment in such plan.

42. Respondents shall not solicit the payment of money by means of a statement or invoice, or any writing that would reasonably be interpreted as a statement or invoice, for goods not yet ordered, unless there appears on the face of the statement or invoice or writing in 30 point bold-faced type the following warning: "This is a solicitation for the order of goods, and you are under no obligation to make payment unless you accept the offer contained herein."

E. CONSUMER PRACTICES AND REFUNDS

43. It is agreed that within 45 days of the Effective Date of this Assurance, Respondents shall mail the notice attached hereto as Exhibit A to 1) each Florida consumer who during the Relevant Time Period was automatically shipped and paid for that consumer's first update, supplement or new edition to any Matthew Bender Publication representing Secondary Authorities as a result of having been treated by Respondents as having enrolled in Respondents' automatic shipment plan; or 2) who during the Relevant Time Period was automatically shipped and paid for any update, supplement or new edition to any Florida Bar publication. The notice shall list all Florida bar updates, supplements and new editions shipped to and paid for by the consumer during the Relevant Time Period, and all other updates, supplements or new editions to Secondary Authorities shipped to and paid by the

consumer within the Relevant Time Period where the first such update, supplement or new edition was shipped to that consumer within the Relevant Time Period. The notice shall include an offer to refund all sums paid for the automatic shipment(s) referenced in the notice and the original shipping charges if paid by the consumer. Respondents shall include a pre-addressed, postage paid label for consumers to return a signed refund request form along with the last update, supplement or new edition of the merchandise in question. All collection efforts related to merchandise subject to refund under this paragraph shall cease.

44. The front of the envelope transmitting the Exhibit A shall be in the form of Exhibit B to this Assurance. The phrase "Attention: Notice of Refund Enclosed" shall be in red and in 14 point or larger typeface. All other print on the envelope shall be in black.

45. Respondents shall issue a refund consisting of the amount paid for the automatic shipment referenced in the notice, including the tax and shipping and handling charges paid in connection with the purchase, to each consumer entitled to a refund offer under paragraph 43 of this Assurance who responds to the notices mailed pursuant to paragraph 43 herein within a period of 90 days from the mailing of such notices. The refund checks shall be mailed in plain white envelopes that disclose only a return address containing the name of Respondents and Respondents' address. The envelope shall contain only the refund check and a short statement identifying the check as the refund previously requested by the recipient.

46. Respondents shall issue and mail a refund required to be paid under the terms of the Assurance within 45 days of the receipt of a request for a refund.

47. Respondents shall mail the notice attached hereto as Exhibit C to all Florida Bar publication customers and to each Florida consumer who within ten years of the Effective

Date opened an account with Respondents and during the Relevant Time Period purchased any Secondary Authority and as a result of such purchase was treated by Respondents as having enrolled in Respondents' automatic shipment plan.

48. Respondents shall mail the notice attached hereto as Exhibit D to each Florida consumer who during the Relevant Time Period opened an account with Respondents to purchase any Secondary Authorities on an annual subscription basis and as a result of such purchase was treated by Respondents as having enrolled in Respondents' automatic renewal annual subscription program.

49. Respondents shall mail the notice attached hereto as Exhibit E to each Florida consumer who during the Relevant Time Period purchased any Primary Authorities on an automatic shipment or automatic renewal basis.

50. Respondent shall terminate a consumer's enrollment in the automatic shipment program or annual renewal subscription plan for any publication as to which the consumer fails to return the form enclosed with Exhibits C or D, affirmatively indicating that the consumer wishes to remain in the program or plan.

51. Respondents shall terminate the enrollment in any Negative Option Plan of any consumer who notifies Respondents of the desire to terminate enrollment in such Negative Option Plan.

52. Respondents shall reasonably respond to any customer inquiring about this Assurance within a year of its Effective Date. Upon review of the reports required under paragraph 61 below, the OAG shall have the discretion to determine the reasonableness of Respondents' response to such inquiries. Such discretion shall be reasonably exercised.

53. Respondents shall continue its practice of having, and thereafter maintaining, sufficient telephone lines and electronic hardware and software, and sufficient personnel, to respond to consumers who contact Respondents with regard to this Assurance, requests for refunds, or to register a complaint. Respondents shall continue its practice of assuring that telephone calls, e-mail and other electronic and written communications are answered in a reasonable and timely manner. Respondents shall monitor and keep reasonable records of the response times.

F. REPORTS AND RECORDS

54. Respondents, for a period of 12 months from the date notices required in paragraph 43 are mailed, shall make, and shall retain thereafter for a period of two years after the date the last such notices required in paragraph 43 are mailed, all data relating to each person who was mailed the notices described in paragraph 43 herein. Respondents shall create a spreadsheet from such data currently or reasonably available to Respondents listing in separate fields where available: the account number; first name; middle initial, if any; last name of contact person; name of business, agency or organization; street address; mailing address, if different from street address; city; state; zip code; telephone number, if available; each Matthew Bender Publication identified in the notice; the date such notice was mailed; the amount of any refund sought; the amount of any refund; the date the refund request was received; the date the refund was mailed; the book or product for which the refund was made; an explanation of any discrepancy between the amount sought and the amount refunded.

55. Respondents shall produce the data and spreadsheet maintained as described in paragraph 54 to the OAG within 10 days of the receipt of a request from the OAG. Respondents shall produce the spreadsheet required by paragraph 54 herein thirteen (13) months from the date the last notices are mailed in accordance with paragraph 43 herein. In

the event that Respondents claims that such information in whole or part is trade secret or confidential, Respondents shall produce, in addition to such information, a Summary Report that summarizes the data without disclosing the asserted trade secret or confidential information. The Respondents shall not claim that the Summary Report or its contents are trade secrets or confidential, and the Summary Report and its contents shall not be trade secret or confidential.

56. Respondents, within 30 days of the Effective Date of this Assurance, shall write:
- a. policies and procedures regarding cancellation of Negative Option Plans upon request;
 - b. the disclosures that are required to be made under the terms of this Assurance in telephone sales of Matthew Bender's Merchandise, and if used, telemarketing scripts, in compliance with the terms of this Assurance;
 - c. policies and procedures regarding calls and other contacts received from consumers regarding the Exhibits to this Assurance of Voluntary Compliance;
 - d. policies and procedures concerning calls and other contacts received from consumers regarding this Assurance of Voluntary Compliance, as described in paragraph 61 herein.
 - e. policies and procedures regarding the making and retention of documents and information required to be made and retained under the terms of this Assurance of Voluntary Compliance.
 - f. Policies and procedures regarding refunds offered under the terms of this Assurance of Voluntary Compliance.

57. Respondents shall immediately begin distribution of the policies and procedures and scripts described in paragraph 56 relating to the subject matter of this Assurance to all Respondents' officers and to all relevant managers, relevant supervisors and relevant employees and shall complete such distribution within 30 days thereafter. Third parties involved in any aspect of advertising, marketing, sales or customer service relevant to Matthew Bender Publications shall be provided with all such policies and procedures relating to the goods and merchandise that they provide. Respondents shall effectuate, maintain and monitor such policies and procedures.

58. Respondents shall make and retain for a period of four years after the date of receipt:

- a. All complaints received in writing or electronic form relating to Negative Option Plans, renewals of subscriptions, collections, the receipt of unordered merchandise, and all requests to cancel participation in a Negative Option Plan;
- b. A record of every complaint received over the telephone relating to Negative Option Plans, offers of free merchandise, the receipt of unordered merchandise, renewals of subscriptions, collections, and all requests to cancel participation in a Negative Option Plan, including, if available: the name and address of the business, the name and phone number of the person making the complaint or cancelling; date of complaint or cancellation; nature of complaint or reason for cancelling; the product complained of or cancelled; nature of response and date of response; final resolution and date of resolution;
- c. all original and non-identical copies of telemarketing sales scripts that relate to or include Negative Option Plans, renewal of subscriptions, or collections;

- d. all original and non-identical copies of training and marketing materials relating to any Negative Option Plan, unordered merchandise, complaints, renewal of subscriptions, billing or collections;
- e. order cards, recordings, or other devices evidencing informed affirmative consent to the terms and conditions of a Negative Option Plan and to enrollment in the Negative Option Plan, for each consumer enrolled in a Negative Option Plan;
- f. all advertising for books or other products offered by Matthew Bender pursuant to a Negative Option Plan (online information may be archived quarterly, provided that such information can be retrieved upon request of the OAG);
- g. all email and other electronic communications, memos, letters and other communications, reports and analyses relating to Negative Option Plans or complaints relating to Negative Option Plans or unordered merchandise.

59. Respondents shall make and retain for a period of three years after the Effective Date of this Assurance:

- a. The following data with regard to each publication sent or distributed by Respondent as part of a Negative Option Plan to the extent that such information is captured in Respondent's ordinary course of business: approximate dates of distribution; number distributed; names and addresses of recipients; cost of product; name and address of recipients who paid, cancelled enrollment, or did not respond; approximate dates of billing;
- b. Records of payment and account information for purchasers of all products pursuant to a Negative Option Plan;

60. The documents required to be written or maintained under paragraphs 56, 58 and 59 herein shall be produced at the request of the OAG within 20 days of such request. By entering into this Assurance and producing the documents referenced in this paragraph, Respondents do not waive any claim of confidentiality or trade secret regarding documents sought to be produced. Respondents may submit business sensitive and confidential documents pursuant to any applicable exemption from disclosure under the Florida public records law.

61. In addition to the record-keeping requirements set forth in paragraphs 54 through 56 and 58 through 59 herein, Respondents for a period of 12 months after the Effective Date, shall make, and shall retain thereafter for a period of one year: a record of every contact from consumers regarding this Assurance, to include: the name and phone number of the person making the contact; the name and address of the business; a summary of the communication; the publication or product that is the subject of the contact, the manner in which the contact was made; date of contact; any request made by the consumer; nature of response and date of response; final resolution and date of resolution.

62. Upon request and reasonable notice by the OAG, Respondents shall provide additional information required to be kept under the terms of this Assurance and information related to consumers to whom Respondents sent books or other Merchandise during the Relevant Time Period and information relating to nationwide implementation of the disclosure and consent procedures referenced in paragraph 30 herein. By entering into this Assurance and producing the documents referenced in this paragraph, Respondents do not waive any claim of confidentiality or trade secret regarding documents sought to be

produced. Respondents may submit business sensitive and confidential documents pursuant to any applicable exemption from disclosure under the Florida public records law.

63. The records required to be made or retained in paragraphs 54-56, 58, 59, 61 and 62 herein, shall be provided upon request in accordance with those paragraphs as they are maintained in the normal course of business. To the extent that a document has been electronically scanned (for any purpose), the document must be produced in black and white, and depending upon how such documents are kept in the normal course of business, in a TIFF or .pdf format. For information contained in databases, the information shall be produced in Excel spreadsheet format (.xls), Microsoft Access (.mdb), or if not possible, comma-separated text files (.csv) or txt format. For electronic mail systems using Microsoft Outlook or LotusNotes, all emails and, if applicable, email attachments and any related documents shall be produced in their native file format (e.g., .pst for Outlook).

64. For a period of 4 years from the Effective Date, the Respondents, their successors and assigns, shall notify the OAG in the event of a change in control of Respondents. "A change of control" means a change in the ownership interest of Respondents in that at least 50% of the shares of voting stock having the power to elect the board of directors of Respondents are held by an entity unrelated to the Respondents' parent company, Reed Elsevier U.S. Holdings Inc as of the Effective Date.

G. COMPLIANCE MONITORING

65. For the purpose of monitoring and investigating compliance with any provision of this Assurance, Respondents agree that, for a period of four years from the date of this Assurance, upon the written request of the OAG, Respondents shall provide business records or documents and make any requested information available that is reasonably necessary to enable the OAG to monitor compliance with this Assurance, which documents and

information are not specifically set forth in paragraphs 54-56, 58, 59, 61 or 62 herein, within thirty (30) days of the request, at its business office or at the OAG's office, at the election of the OAG.

66. Respondents shall reasonably monitor its telephone sales to Florida consumers to ensure that its employees are providing the disclosures under the terms of this Assurance and obtaining express authorization from customers to enroll them in a Negative Option Plan. For a period of four years from the date of this Assurance, such monitoring shall include the following, at a minimum:

- a. Periodically monitoring the oral representations made by persons engaged in sales or customer service by listening to a reasonable sample of calls not less frequently than once a week (and not fewer than 20 calls during any week in which calls are made;
- b. Establishing a system whereby trends or particular problems in customer complaints are timely disclosed to the appropriate managers;
- c. Taking corrective action with respect to any sales person whom Respondents determine is not complying with this Assurance.
- d. Requiring in writing that any third party telemarketers it uses comply with the terms of this Assurance and monitor the activities and representations made by such telemarketers, by, at a minimum:
 - i. Drafting all scripts, or approving third party scripts, that are used by third parties to sell Matthew Bender Merchandise.
 - ii. Listening to a reasonable sample of calls made by each such telemarketer not less frequently than once a week during each week calls are made (and

not fewer than 20 calls during any week in which calls are made by a telemarketer) to assure sales are in compliance with the terms of this Assurance.

- iii. taking corrective action with respect to any third-party telemarketer that Respondents determine is not complying with the requirements of this Assurance including warnings, conducting retraining for repeat non-compliance and requiring termination of individuals or organizations where appropriate for uncorrected non-compliance following warnings and retraining.

H. SETTLEMENT AND RELEASE

67. This Assurance constitutes a complete settlement and release by the State of Florida of all claims asserted or that could have been asserted by the OAG against Respondents prior to the Effective Date of this Assurance and arising out of the Matters Investigated.

68. The OAG shall not institute or proceed with any action against Respondents, including but not limited to, an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorney's fees or costs arising out of any claims with respect to the Matters Investigated, or for any conduct or practice by Respondents prior to the Effective Date of this Assurance that were the subject of the Matters Investigated, except that the OAG may institute an action or proceeding to enforce the terms and provisions of this Assurance. To the extent that any changes in Respondents' business, advertisements and practices are made to achieve or facilitate conformance to this Assurance, the fact that such changes were made shall not itself constitute any form of evidence, explicit or implicit, by Respondents of wrongdoing or failure to comply with any federal or state statute, regulation or the common law.

69. The parties acknowledge and agree that Respondents are entering into this Assurance solely for the purpose of settlement and that nothing contained herein may be taken as an admission or concession of any liability or violation of law, all of which Respondents expressly deny. No part of this Assurance constitutes or shall constitute evidence against Respondents in any action brought by any person(s) or entity or other party of any violation of any federal or state statute or regulation or the common law, except in an action brought by the OAG to enforce the terms of this Assurance.

I. ATTORNEY'S FEES, COSTS AND CONTRIBUTIONS

70. Respondents shall pay to the State of Florida, Office of the Attorney General, attorney's fees and costs of investigation and the cost of future investigation and enforcement in the sum of two million dollars (\$2,000,000.00). This amount shall be paid in two installments with one million dollars (\$1,000,000.00) being paid within ten days of the Effective Date and one million dollars (\$1,000,000.00) being paid on July 1, 2009. These sums shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payment to the Department of Legal Affairs shall be made by certified check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Gerald Johnson, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050 or by wire transfer. Respondents shall contribute two hundred and seventy five thousand dollars (\$275,000.00) to the Richard W. Ervin Eminent Scholar Chair Endowment at Florida State University School of Law within ten days of the Effective Date.

J. MISCELLANEOUS PROVISIONS

71. REED ELSEVIER INC. d/b/a LEXISNEXIS shall be responsible for making the substantive terms and conditions of this Assurance known to anyone responsible for

implementing the obligations set forth in this Assurance including Respondents' officers, directors, relevant managers and successors. Matthew Bender shall be responsible for making the substantive terms and conditions of the Assurance known to all of its officers, directors, managers and successors. Respondents shall further ensure that all individuals responsible for the direction and control of Respondents' business, which has been described in Section B above, understand any changes in practices and policies that are necessary to comply with the terms of this Assurance. Respondents shall record the name and title of each person provided with the terms and conditions of this Assurance, and the date such terms and conditions were made known to them; and shall provide such information to the OAG upon request.

72. Respondents shall not effect any change in its form of doing business or its organizational identity for the purpose of avoiding the terms and conditions set forth in this Assurance.

73. Future violations of this Assurance of Voluntary Compliance shall subject Respondents to any and all applicable civil penalties and sanctions provided by law, and payment of attorney's fees and costs.

74. If the OAG believes that a material breach of this Assurance has occurred, the OAG shall provide written notice to Respondents of the breach and an opportunity promptly to cure such breach. The notice shall describe in detail the material breach that the OAG believes has occurred. Respondents shall have fourteen (14) days from the receipt of the notice within which to provide a good faith written response to the OAG's notice. The response shall include, at a minimum, either:

- a. A statement explaining why Respondents believe they are in full compliance with the Assurance; or
 - b. An explanation of how the alleged material breach occurred; and
 - c. A statement that the alleged breach has been cured, and explaining how; or
 - d. A statement that the alleged breach cannot be reasonably cured within twenty (20) days from receipt of the notice, but (1) Respondents have begun to take corrective action to cure the alleged breach; (2) Respondents are pursuing such corrective action with reasonable due diligence; and (3) Respondents have provided the OAG with a detailed and reasonable timetable for curing the alleged breach;
- provided, however, that this provision shall not prevent the OAG from pursuing its statutory obligation to conduct investigations or bring enforcement actions necessary to protect the public interest.

75. This Assurance of Voluntary Compliance shall become effective upon its execution by the parties. The receipt or deposit by the OAG of any monies pursuant to the Assurance of Voluntary Compliance does not constitute acceptance by the Attorney General, and any monies received will be returned if this Assurance of Voluntary Compliance is not executed by the OAG.

76. Respondents may request modifications to this Assurance to the extent that Respondents believe that its provisions impose an unreasonable burden on Respondents or based on changes in applicable laws or regulations. The OAG may in its sole discretion accept, reject or propose alternatives to any proposed modifications. Determinations of the OAG pursuant to this paragraph shall be final and not subject to any administrative or judicial challenge.

77. **IN WITNESS WHEREOF**, the Respondent Matthew Bender and Company, Inc. has caused this Assurance of Voluntary Compliance to be executed by Michael F. Walsh as President of Matthew Bender and Company, Inc., as a true act and deed, in Monroe County, Florida, this 9th day of April, 2009. By my signature I hereby affirm that I am acting in my capacity and within my authority as President of Matthew Bender and Company, Inc. , and that by my signature I am binding the corporation to this agreement.

Michael F. Walsh
 Name: Michael F. Walsh
 Position: President, Matthew Bender and Company, Inc.

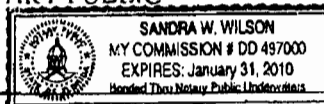
STATE OF FLORIDA
 COUNTY OF Monroe

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Michael F. Walsh, as President of Matthew Bender and Company, Inc. and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 9th day of April, 2009.

Sworn to and subscribed before me this 9th day of April, 2009.

Sandra W. Wilson
 (print name)

NOTARY PUBLIC



(Print, type or stamp commissioned name of Notary Public)



Personally known _____ or Produced Identification
 (check one)

Type of Identification Produced:

NY Driver License [REDACTED]

78. IN WITNESS WHEREOF, the Respondent Reed Elsevier Inc. d/b/a LexisNexis, as more fully described herein, has caused this Assurance of Voluntary Compliance to be executed by Michael F. Walsh as Executive Vice President of Reed Elsevier Inc. d/b/a LexisNexis, as a true act and deed, in MONROE County, Florida, this 9th day of April, 2009. By my signature I hereby affirm that I am acting in my capacity and within my authority as Executive Vice President of Reed Elsevier Inc. d/b/a LexisNexis, and that by my signature I am binding the corporation to this agreement.

Michael F. Walsh

Name: Michael F. Walsh

Position: Executive Vice President of Reed Elsevier Inc. d/b/a LexisNexis

STATE OF FLORIDA
COUNTY OF Monroe

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Michael F. Walsh as Executive Vice President of Reed Elsevier Inc. d/b/a LexisNexis, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 9th day of April, 2009.

Sworn to and subscribed before me
this 9th day of April, 2009.

Sandra W. Wilson

(print name)

NOTARY PUBLIC



(Print, type or stamp commissioned name of
Notary Public)

Personally known or Produced Identification
 (check one)

Type of Identification Produced:

NY License (Driver) [REDACTED]



Tina Furlow

TINA FURLOW
Senior Assistant Attorney General

Dated this 14th day of April, 2009.

Robert A. Hammond

DEPUTY ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 487-1963

[Matthew Bender LexisNexis Letterhead]

(DATE)
(NAME, AND NAME OF BUSINESS IF APPLICABLE)
(ADDRESS)
(ACCOUNT NUMBER)

Dear _____

Matthew Bender, a member of the LexisNexis Group, sincerely appreciates your business over the years. As a result of an agreement with the Attorney General of the State of Florida, Matthew Bender is offering to provide you with refunds for updates, supplements or new editions to certain books or other publications which were shipped to you during the time period of February 13, 2005 to _____, but that you may not have ordered. A list of the publications for which you may seek a refund is attached.

We hope you have been happy with all of these books or other publications. However, if you did not intend for us to send you these items, you can obtain a refund of the amount you paid plus any tax and shipping and handling charge you paid. If you would like a refund, fill out the form below and return it to us together with the last received update, supplement or edition by mail within 90 days of the date of this letter by using the enclosed pre-paid address label. If you ordered the items and are satisfied with them, no action is necessary.

Sincerely,

Name on account [print please] _____

Address: _____

Date: _____

Account #: _____ [listed above]

Please issue a refund for the following book or publication: _____

I have enclosed the last update, supplement, or new edition for each book or publication for which I am seeking a refund.

EXHIBIT A

REIMBURSEMENT NOTICE ENVELOPE:

Matthew Bender LexisNexis

[address]

FORWARD AND ADDRESS CORRECTION REQUESTED

[address or address window]

ATTENTION: NOTICE OF REFUND ENCLOSED

EXHIBIT B (ENVELOPE)

IMPORTANT NOTICE AFFECTING YOUR SUBSCRIPTIONS

The purpose of this letter is to advise you that Matthew Bender, a member of the LexisNexis Group, has been automatically shipping to you *all* updates, supplements or new editions ("Updates") for the publications listed on the next page.

In order to continue automatic shipments of Updates for these publications, you must complete the enclosed form and return to Matthew Bender in the enclosed postage-paid envelope or fax both sides to 1-800-643-1280. You may also return the enclosed form to tell us that you do not want to continue automatic shipments of some or all of the Updates. For assistance completing the enclosed form, you may contact Customer Support at 800-833-9844 Monday through Friday from 8 AM to 8 PM Eastern Time or via email at customer.support@lexisnexis.com.

If you **do not** return the enclosed form, Updates to your previously purchased publications will **not** be automatically shipped. If you wish to receive the Updates in the future, you may contact Customer Support at 800-833-9844 or via email at customer.support@lexisnexis.com.

EXHIBIT C (part 1)

Account #
 «AddressName1» «AddressName2»
ATTN: Librarian
 «CustomerName»
 «StreetLine1»
 «City», «StateCode» «PostalCode»
Page 37 of 45

In order to continue automatic shipment of your Updates for the listed publications, you must complete this form and return to Matthew Bender in the enclosed postage-paid envelope or fax both sides to 1-800-643-1280. If you **do not** return this form, your Updates will **not** be automatically shipped. If you wish to receive Updates for these publications in the future, you may contact Customer Support at 800-833-9844 or via email at customer.support@lexisnexis.com.

Terms & Conditions for Automatic Shipment Subscriptions

- If you select the Automatic Shipment Subscription Program option below you will continue to receive and be billed for future Updates without any action on your part.
- The number of Updates to the publications within the past two years and the total price are shown below. The number of Updates and the costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information on update frequency and price.
- The total price shown below does not include shipping and handling fees.
- All future Updates may be returned, at your expense, for full credit of the price within 30 days of receipt.
- Future Updates may not be returned, and no credits will be issued, more than 30 days after receipt.
- Return of an Update will not cancel your subscription.
- Your enrollment in the Automatic Subscription Program may be cancelled anytime by: returning the invoice marked "CANCEL SUBSCRIPTION"; calling Customer Support at 800-833-9844; or emailing customer.support@lexisnexis.com.

INSTRUCTIONS

Place a check mark in the "Enroll Sub" column for each title you wish to subscribe to the Automatic Shipment Subscription Program. Note that you currently own this title, and checking "Enroll Sub" ensures you will be automatically shipped the Updates to that publication as they become available without any further action on your part.

Enroll Sub	ISBN	Pub #	Qty	Publication Title	# of Updates One Past 2 Years	Total Price over last two years (including S&H)

Enroll Sub	ISBN	Pub #	Qty	Publication Title	# of Releases Over Past 2 Years	Total Price Over Last Two Years (not incl. S&M)

IMPORTANT NOTICE AFFECTING YOUR SUBSCRIPTIONS

The purpose of this letter is to advise you that Matthew Bender, a member of the LexisNexis Group, has been automatically renewing annual subscription(s) for the publications listed on the next page.

In order to continue automatic renewals of your subscriptions for these publications, you must complete the enclosed form and return to Matthew Bender in the enclosed postage-paid envelope or fax both sides to 1-800-643-1280. You may also return the enclosed form to tell us that you do not want to continue automatic renewals of the subscriptions. For assistance completing the enclosed form, you may contact Customer Support at 800-833-9844 Monday through Friday from 8 AM to 8 PM Eastern Time or via email at customer.support@lexisnexis.com.

If you **do not** return the enclosed form, your subscriptions will **not** be automatically renewed. If you wish to receive the publications in the future, you may contact Customer Support at 800-833-9844 or via email at customer.support@lexisnexis.com.

EXHIBIT D (part 1)

Account #
 «AddressName1» «AddressName2»
 ATTN: Librarian
 «CustomerName»
 «StreetLine1»
 «City», «StateCode» «PostalCode»

Page 41 of 45

In order to continue automatic renewals of your subscriptions for these publications, you must complete this form and return to Matthew Bender in the enclosed postage-paid envelope or fax both sides to 1-800-643-1280. If you **do not** return this form, your subscriptions will **not** be automatically renewed. If you wish to receive the publications in the future, you may contact Customer Support at 800-833-9844 or via email at customer.support@lexisnexis.com.

Terms & Conditions for Automatic Renewal of Annual Subscriptions

- If you select this option, your subscription will continue to be automatically renewed in the future without any action on your part.
- Under the automatic renewal option, at least 60 days before each renewal date, you will receive a renewal notice, which will include the cost of the next annual subscription. The renewal price will likely include an increase over your prior year's subscription price.
- Under the automatic renewal option, if you take no action upon receiving the renewal notice, your subscription will be automatically renewed, and you will be invoiced on or about the renewal date.
- Thereafter, for each of the product(s) listed below you would receive any supplementation, releases, replacement volumes, new editions and revisions to a publication ("Updates") made available during the annual subscription period, included in a price to be disclosed on the renewal notice, which will likely include an increase over the prior year's subscription price. Shipping and handling fees are not included in the renewal price shown below, and would be added to the future renewal price.
- The number of Updates and the renewal price related to the Updates made to the publication(s) last year are shown below. The number of Updates and the renewal price may vary due to developments in the law and other publishing issues, but you may use the number of Updates and renewal price shown below as a rough estimate. You may call Customer Support at 800-833-9844 for additional information.
- You may cancel your subscription for the current or any future subscription year by: calling Customer Support at 800-833-9844; emailing customer.support@lexisnexis.com; or, for any automatic renewal period, returning the renewal notice marked "CANCEL". If you fail to cancel any automatic renewal within 60 days after the date of the renewal notice, then you will be invoiced for such annual subscription renewal year and will receive all Updates for such period.
- If the renewal subscription is cancelled within 30 days after the invoice date, then you will receive full credit of the price for the applicable subscription period. If you cancel between 31 and 60 days after the invoice date, then you will receive a 5/6th credit of the price for the applicable subscription period. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above.

INSTRUCTIONS

Place a check mark in the "Enroll Sub" column for each title you wish to subscribe to the Automatic Annual Renewal Subscription Program. Note that you currently own this title, and checking "Enroll Sub" ensures you will be automatically renewed at the end of your subscription period without any further action on your part.

Enroll Sub	ISBN	Pub #	Qty	Publication Title	# of Renewals	Current Renewal Price (not incl. S&H or applicable discounts)

IMPORTANT NOTICE ABOUT YOUR SUBSCRIPTIONS

The purpose of this letter is to advise you that as a customer of Matthew Bender, a member of the LexisNexis Group, you have been receiving publications that have been automatically shipped to you as a result of either an automatic renewal of annual subscriptions or automatic shipments of updates, supplements and/or new editions to an original purchase. Both of these subscriptions are described below. You may review the status of any existing subscription with Matthew Bender on line at: <http://www.lexisnexis.com/PrintCDSC> or by calling Customer Support at 800-833-9844. You may change or cancel any subscription by calling Customer Support at 800-833-9844, or emailing customer.support@lexisnexis.com.

Automatic Renewals of Annual Subscriptions work like this:

- Subscriptions are automatically renewed without any action on the subscriber's part.
- Subscribers receive the original product and any supplementation, releases, replacement volumes, new editions and revisions to a publication ("Updates") made available during the annual subscription period, included in the annual price. Shipping and handling fees are not included in the annual price.
- Under the automatic renewal option, at least 60 days before each renewal date, subscribers receive a renewal notice, which will include the cost of the next annual subscription. The renewal price will likely include an increase over the prior year's subscription rate.
- Subscribers are advised of the number of Updates that were made to the particular publication the prior year. The number of Updates may vary due to developments in the law and other publishing issues, but subscribers may use this as a rough estimate of future shipments. Subscribers may call Customer Support at 800-833-9844 for additional information.
- Subscribers may cancel their subscription(s) for the current or any future subscription year by: calling Customer Support at 800-833-9844; emailing customer.support@lexisnexis.com; or, for any automatic renewal period, returning the renewal notice marked "CANCEL". If subscribers fail to cancel any automatic renewal within 60 days after the date of the renewal notice, then subscribers are invoiced for such annual subscription renewal year and receive all Updates for such period.
- If the initial or any renewal subscription is cancelled within 30 days after the invoice date, then subscribers receive full credit of the price for the applicable subscription period. If subscribers cancel between 31 and 60 days after the invoice date, then subscribers receive a 5/6th credit of the price for the applicable subscription period. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, subscribers must return all product(s) shipped during the applicable subscription period at their expense within the applicable cancellation period listed above.

Automatic Shipments work like this:

- Subscribers automatically receive and are billed for future updates (defined below) without any action on the Subscriber's part.

- The initial price includes the initial product and any supplementation, releases, replacement volumes, new editions and revisions to a publication (“Updates”) for only a limited period of time (minimum period of 30 days) after the order is placed (“Order Window”). Shipping and handling fees are not included in the initial price.
- After the Order Window, all Updates are automatically shipped to the Subscriber with an invoice at the then-current retail price on a semi annual or annual basis as the Updates become available. The Subscriber can expect a price increase over the current retail price. The retail price does not and will not include shipping and handling fees.
- The number of Updates and the costs may vary due to developments in the law and other publishing issues, but Subscribers may use as a rough estimate of future shipments the number of Updates and the costs related to the Updates made to the product last year. You may call Customer Support at 800-833-9844 for additional information on update frequency and price.
- All shipments may be returned, at Subscriber's expense, for full credit of the price within 30 days of receipt.
- Shipments may not be returned, and no credits will be issued, more than 30 days after receipt.
- Return of a shipment, other than the initial purchase, will not cancel an automatic shipment subscription.
- Enrollment in the Automatic Subscription Program may be cancelled anytime by: returning the invoice marked “CANCEL SUBSCRIPTION”; calling Customer Support at 800-833-9844; or emailing customer.support@lexisnexis.com.

If you do not want to continue receiving one or all of the publications on an Automatic Renewal or Automatic Shipment basis, call Customer Support at 800-833-9844, or email customer.support@lexisnexis.com and tell us that you wish to cancel the automatic renewal or automatic shipment for one or more of the publications you receive from Matthew Bender.

If we do **not** hear from you, we will continue to automatically renew your annual subscriptions and/or automatically ship the updates, supplements and/or new editions for the publications you receive from Matthew Bender.

EXHIBIT E

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