

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

Plaintiff,

Case No.:

vs.

**NATIONAL COMPANIES  
REGISTER CORPORATION,**  
a Foreign Corporation; and  
**BERND TAUBERT,** an Individual

Defendants.

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**COMPLAINT**

COMES NOW the Plaintiff, **OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as  
"the Plaintiff"), and sues the Defendants **NATIONAL COMPANIES REGISTER  
CORPORATION,** a Foreign Corporation; and **BERND TAUBERT,** an Individual and alleges:

1. This is an action for damages, civil fines and penalties, attorneys' fees, costs, and injunctive relief pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2001).
2. This Court has jurisdiction pursuant to the provisions of said statute.
3. The Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes (2001), and is authorized to seek damages, civil fines and penalties, injunctive and other statutory relief pursuant to this part.
4. The statutory violations alleged herein occurred in more than one judicial circuit,

and the State Attorney has deferred in writing to the jurisdiction of the Office of the Attorney General to bring this action as the enforcing authority.

5. The Plaintiff has conducted an investigation and the head of the enforcing authority, Attorney General Bill McCollum, has determined that an enforcement action serves the public interest.

6. At all times material herein, **NATIONAL COMPANIES REGISTER CORPORATION** (hereinafter **NCRC**) is and was a Delaware Corporation authorized to do business in the state of Florida, with its principal place of business located in Boca Raton, Palm Beach County, Florida.

7. At all times material herein, **BERND TAUBERT** (hereinafter **TAUBERT**), is and was an adult person over the age of twenty-one conducting business in Palm Beach County, Florida and was the president of **NCRC**. As such, he owned, managed and/or controlled **NCRC** and its business matters and corporate policies.

8. At all times material herein, **TAUBERT** exercised his authority as president of **NCRC** and/or directly participated in the deceptive and unfair trade practices and activities more fully described herein.

9. At all times material hereto, the Defendants, **NCRC** and **TAUBERT** engaged in trade or commerce as defined within Section 501.203(8), Florida Statutes (2001) by soliciting, offering, providing, and/or distributing goods and services as defined within Section 501.203(7), Florida Statutes (2001) as more fully described below.

10. At all times material herein, **NCRC** maintained an internet database consisting of a listing of companies and publicly available information about those companies. As an alleged

service to consumers, **NCRC** maintained and allowed consumers access to the database if the consumer paid a fee to **NCRC**.

11. Beginning on or about August 2005, **NCRC** solicited the payment of money from individuals and businesses, who are consumers as defined by Florida Statute §501.203(7), throughout the State of Florida and the United States by mailing a solicitation to consumers via the United States Mail.

12. The above referenced solicitation consisted of a two-sided document that was an invoice or statement, or that could reasonably be interpreted as an invoice or statement by the recipient, for goods not yet ordered or for services not yet performed and not yet ordered. The solicitation advised the addressee that his or her “company data has been published in the companies register of [his or her] state which is edited by [their] state side community”, and requested the addressee check the information listed in the solicitation carefully and then inform **NCRC** of any mistakes immediately in writing. The solicitation further requested payment of \$587.00 within a specific number of days and usually contained an image of the state flag of the state where the recipient of the solicitation was located. A true and accurate copy of an example of the solicitation is attached hereto and incorporated herein as Exhibit “A”.

13. Many of the above referenced consumers who received the above referenced solicitation had either recently incorporated and registered their business with a state agency or registered a fictitious name for their business with a state agency.

14. Florida Statute §501.204 provides that unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any

trade or commerce are declared unlawful.

15. Florida Statute §817.061 proscribes that it is unlawful for any person, company, corporation, agency, association, partnership, institution, or charitable entity to solicit payment of money by another 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 or for services not yet performed and not yet ordered, unless there appears on the face of the statement or invoice or writing in 30-point boldfaced type the following warning: “This is a solicitation for the order of goods or services, and you are under no obligation to make payment unless you accept the offer contained herein”.

16. Florida Statute §256.051(1) proscribes that it shall be unlawful for any person, firm, or corporation to copy, print, publish, or otherwise use the flag or state emblem of Florida for the purpose of advertising, selling, or promoting the sale of any article of merchandise whatever within the state.

17. Florida Administrative Code 2-18.002 proscribes that it shall be an unfair or deceptive act or practice for the seller of future consumer services to fail to furnish the buyer with a fully completed copy of any contract pertaining to such sale at the time of its execution, and which shows the date of the transaction and contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used, and in bold-face type of a size of 10 points the following statement: **CONSUMER’S RIGHT OF CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND RECEIVE A FULL REFUND OF ALL**

PAYMENTS MADE TO THE SELLER.

18. When mailing the above referenced invoice or solicitation to consumers and when collecting money from consumers, **NCRC** and **TAUBERT** engaged in unconscionable acts or practices and unfair and deceptive acts and practices by using a solicitation that was not in conformity with the requirements of Florida Statutes §817.061; Florida Administrative Code 2-18.002; and as to the recipients of the solicitation in Florida, Florida Statute §256.051(1).

19. When mailing the above referenced solicitation or invoice to consumers, and when collecting money from them, **NCRC** and **TAUBERT** engaged in unconscionable acts or practices and unfair and deceptive acts and practices by using a solicitation that was designed such that it was likely to materially mislead consumers, acting reasonably under the circumstances, into believing they were paying an invoice or bill as part of the requirements to form and/or register a corporation or fictitious name with their state.

20. As a direct and proximate result of the above alleged deceptive acts and practices, consumers were deceived and suffered damages.

21. Unless the Defendants are temporarily and permanently enjoined from engaging further in the acts and practices described herein, the continued activities of the Defendants will result in continuing injury and prejudice to the public. Furthermore, the Plaintiff is entitled to permanent injunctive relief without the necessity of showing that there is an irreparable injury to the public for which there is no adequate remedy at law.

22. At all times material herein, **TAUBERT** knew or should have known that **NCRC** was engaging in the deceptive acts and practices alleged herein.

23. At all times material herein, **TAUBERT** either participated in the deceptive acts

and practices alleged herein or had the authority to control the conduct of **NCRC** and its employees and or agents.

24. **NCRC** and **TAUBERT** willfully engaged in the above acts and practices when they knew or should have know that said acts and practices were unfair or deceptive.

WHEREFORE, the Plaintiff, **STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL**, demands judgment as follows:

A) An order temporarily and permanently enjoining the Defendants and their officers, agents, servants, employees, and those persons in active concert or participation with them who receive actual or constructive notice of the injunction, from engaging in:

- 1) any type or form of business that involves selling or offering as a service to consumers access to any internet directory, listing, or database.
- 2) any type or form of business that involves maintaining, establishing, or setting up any internet directory, listing, or database.
- 3) any type or form of business that involves sending invoices or solicitations for money to consumers that reasonably could be interpreted as a statement or invoice, for goods not yet ordered or for services not yet performed and not yet ordered, unless there appears on the face of the statement or invoice or writing in 30-point boldfaced type the following warning: “This is a solicitation for the order of goods or services, and you are under no obligation to make payment unless you accept the offer contained herein”
- 4) any type or form of business that involves sending invoices or solicitations to consumers in Florida that has the flag of Florida on it.

5) any type or form of business that offers future consumer services but fails to furnish buyers with a fully completed copy of any contract pertaining to such sale at the time of its execution, and which shows the date of the transaction and contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used, and in bold-face type of a size of 10 points the following statement: **CONSUMER'S RIGHT OF CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND RECEIVE A FULL REFUND OF ALL PAYMENTS MADE TO THE SELLER.**

B) An order awarding actual damages caused to consumers by the Defendants' acts and practices.

C) An order assessing against the Defendants civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each violation of Chapter 501, Part II, Florida Statutes in accordance with §501.2075, Fla. Stat.; and Fifteen Thousand Dollars (\$15,000.00) for each violation that victimizes, or attempts to victimize a senior citizen or handicapped person, in accordance with §501.2077, Fla. Stat.

D) An order awarding the Plaintiff reasonable attorneys' fees and costs pursuant to §501.2105, Fla. Stat., and

E) An order granting such other relief as this Honorable Court deems just and proper.

Dated this \_\_\_\_\_ day of March, 2007.

BILL McCOLLUM  
ATTORNEY GENERAL

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