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JUN 07 2013

STATE OF NEW YORK  
COURT OF APPEALS

NEW YORK STATE  
COURT OF APPEALS

\*\*\*\*\*

Charles E. Collins, III,

REPLY AFFIDAVIT

Appellant,

- against -

Motion No.: 2013-546

Yodle, Inc., Scott Long and  
Brad Leitch,

Respondents.

\*\*\*\*\*

STATE OF NEW YORK )  
COUNTY OF RENSSELAER )ss.:

Charles E. Collins, III, being duly sworn, deposes and says:

1. That I am the Appellant in the above entitled proceeding and make this Reply Affidavit in response to the Defendants- Respondents Brief in Opposition to Plaintiff-Appellant's Motion for Leave to Appeal dated May 23, 2013.

2. That the respondents are asking this Court to uphold the lower court rulings which hold:

(SA = Supporting Affidavit)

a. That it is legal make false statements as to the services that you are going to provide the client in order to induce them to sign a contract (SA ¶¶22-39 false statements by Leitch)(¶¶ 40-54 false statement on Website).

b. That it was legal for Leitch to tell me that all of my advertising dollars were going to the search engines and they Yodle keeps 98% of the advertising dollars (SA ¶¶ 4-8, 54, 125).

c. That it was legal for Yodle to claim it charges a flat monthly fee and tells the client he is being charged by the click (SA ¶ 126-135)

d. That it was legal for Yodle to claim it was going to reduce my click costs when in fact they knew that Google

charges everyone the same and does not give discounts to anyone (SE ¶124)

e. That it was legal, after I signed the contract, for Yodle unilaterally change the terms of coverage from all of New York State to an area that didn't even cover the Capital District. Further, it was legal for Yodle to take direct action with the use of its Click Rank Bidding Software System (¶¶ 119-124) and Geographical modifiers to deliberately sabotage my advertising campaign. (SA ¶¶ 111-118).

f. That it is legal to charge the client monthly and tell the client his money is being rolled over, but failing to inform him that Yodle keeps all of the unspent advertising dollars is legal at the end of the 3 month contract SA ¶¶ 4,.

g. That it was legal for Yodle to claim it has strategic partnerships with the different search engines knowing this statement is false (SE ¶¶48-49).

h. That it was legal for Yodle to record my phone call because they told me they were going to do so. Even though I took direct action by requiring my phone number be used instead of Yodle's tracking phone number and I told them that they had no authority to record my phone calls (SA ¶¶ 85-100).

i. That it was legal for Yodle to intercept and read my e-mails even though they never told me that Long was going to read them. Further, Leitch agreed to use my e-mail address and not Yodle's which would have prevented the intercepting and reading of my e-mails (SA ¶¶101-107).

j. That it was legal for Yodle to fail to provide to me a copy of Yodle's Service Agreement Terms and Conditions which they claim was part of the 1 page e-contract (SA ¶¶ 55-66).

k. That it is legal to change my credit card without my authorization to do so (SA ¶¶ 67-77).

1. That it is legal to charge the client for services that Yodle knew it had no intention of providing to the client (SA ¶¶ 78-80).

m. That it is legal to violate a cease and desist order issued by the court (SA ¶¶ 81-84).

3. That none of the documentation stated in Appellant's Supporting Affidavit concerning the illegal actions of the respondents has been contradicted.

4. That the respondents have raised issues of fact in their Brief that need to be determined by a jury trial.

5. The appellant has provided more than ample evidence and case law in his Supporting Affidavit that he is entitled to a trail on the issues of damages for the illegal actions of the respondents and that the New York State courts have jurisdiction over Leitch and Long.

6. That this Court grant the appellant permission to Appeal to the New York Court of Appeals from the Decision and Memorandum of the Order of the Supreme Court Appellate Division, Third Department, Decided and Entered on April 11, 2013.

WHEREFORE, appellant requests that this Court grant the relief herein requested and for such other and further relief as this Court may deem just and proper.

*Charles E. Collins, III*

Charles E. Collins, III  
Appellant - pro se  
108 Brunswick Road  
Troy, New York 12180  
(518) 274-0380

Sworn to before me this  
7th day of June, 2013

*Jacqueline Anne Ritrovato*  
Notary Public

JACQUELINE ANNE RITROVATO  
NOTARY PUBLIC STATE OF NEW YORK  
RENSSELAER COUNTY  
LIC. #01R0242743  
COMM. EXP. 6-6-15

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Charles E. Collins, III,

Appellant,

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AFFIDAVIT OF SERVICE  
BY MAIL

Motion No.: 2013-546

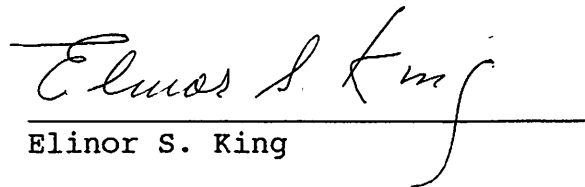
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STATE OF NEW YORK            )  
COUNTY OF RENSSELAER       ) ss.:

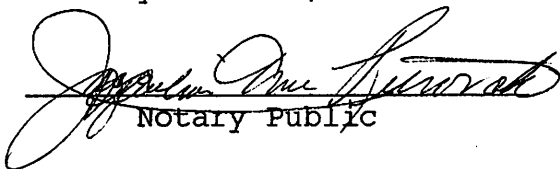
Elinor S. King, being duly sworn, deposes and says that she is over the age of 18 years and is not a party to the action and resides at 108 Brunswick Road, Troy, New York 12180.

That on June 7, 2013, I served two (2) true second copy of the annexed Reply Affidavit by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, upon the following:

Neil H. Rivchin  
O'Connell and Aronowitz  
54 State Street  
Albany, New York 12207

  
Elinor S. King

Sworn to before me this  
7th day of June, 2013

  
Notary Public

JACQUELINE ANNE RITROVATO  
NOTARY PUBLIC STATE OF NEW YORK  
RENSSELAER COUNTY  
LIC. #01R0242743  
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