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Rick Belliss
Assistant U.S. Attorney
Northern District of New York
United States Courthouse
445 Broadway, Room 218
Albany, New York 12207
Tel: (518) 431-0247

Dear AUSA Belliss:

I very much appreciated your phone call last week. I am requesting that you reconsider your decision not to investigate Yodle.

When I spoke to you on the phone last week you raised three issues.

1. The amount of money involved was under \$12,000 and since I got my most of my money back, I did not reach this amount.
2. That you were not sure about me knowing about the recording of my phone calls.
3. That you were not sure about the intercepting of my e-mails.

I am including three e-mails.

The first e-mail is computer generated and is from noreply@yodle.com. It notes it is being sent to me and a copy to Long. I have several of these types of computer generated e-mails.

The e-mails, the other two, from potential clients are from Long at long@yodle.com. This clearly shows that the two e-mails were generated by Long and not computer generated. This also clearly shows he read the e-mails from my potential clients. I never authorized this or knew that Yodle was going to intercept my e-mails or even read them.

Illegally recording phone calls and intercepting my e-mails

I am enclosing the transcripts, prepared by Yodle's attorneys, of the phone conversations that I had with Brad Leitch on April 6, 2010, April 8, 2010 and again on April 8, 2010. The transcripts clearly support the Affidavit for Reargument and the Affidavit in support of cross motion previously given to you. The transcripts clearly shows that I was told that Yodle was going to

use my phone number and e-mail address and not their tracking number or their e-mail address for me. The transcripts also show the knowingly false statements made by Leitch in order get me to sign on to their advertising.

The \$12,000 limit: The fraud in this case over \$20 million.

I am enclosing the e-mail titled "Your Yodle Agreement" which states:

All billings are prepaid and automatically billed for the month & any balance at the end of the month will be applied to the next month as a "Roll-Over".

The "Roll-Over" is part of the scam.

At the top of the page it states "e-contract" and it also states contract length - 3 months. No where does it state that you are not entitled to a refund. That is included in the Contract which is a separate document. If you notice, there is no mention of the Contract which is different and Yodle did not send me a copy of the Contract until they included it as one of their exhibits. Yodle lets you believe that the e-mail is your contract.

I am attaching some of the complaints that were posted on the internet when you Google - "Yodle complaints". They all have the same basis for their dissatisfaction with Yodle. As stated by one of the complaints, Yodle offered them \$200 to write a testimonial for them.

Yodle is smart enough in defrauding their clients by keeping the amount under \$5,000 knowing no one will want to investigate it as the amount is below the \$12,000 minimum you stated. But when you take the entire fraud into account, businesses are being defrauded of millions of dollars each year though out the United States.

Yodle is aware that small businesses do not have the funds or the resources to go after Yodle as it will cost them more for an attorney that what they will get back in a refund. It was only through discovery that I was able to piece everything together and to get the proof of what Yodle is doing to scam businesses out of their hard earned money.

As previously documented, Yodle has no intention of spending the advertising dollars on advertising as their intent is to pocket the unused advertising dollars as there is no refund according to the Contract.

In the April 8, transcript, Leitch stated Yodle had **21,000 live campaigns** (enclosed)

In Forbes article Court Cunningham, CEO of Yodle is quoted as saying (on CD):

Yodle's payment plan works like a calling card. After a

\$447 initial fee, business owners set aside anywhere from \$900 to \$5,000 per month in an account to be drawn down as the clicks accumulate.

As documented in the papers papers I previously gave you, Yodle claims they charge by the click. Yodle also claims it is a monthly figure you are charged for. I was paying 87 cents per click on Google Adwords. Yodle was paying over \$9.00 per click and if you take into account the fact that Yodle charged me \$750 for 21 clicks works out to \$35.71 per click and this does not take into account the \$69 management fee. Yodle on its Website claims they were going to lower my click costs.

If Yodle "rolls over" on average \$100 per month per campaign (21,000), this is \$2,100,000 rolled over each month or \$25,200,000 per year; \$200 would be \$4,200,000 per month or \$50,400,000 per year, \$300 would be \$6,300,000 per month or \$75,600,000 per year, \$400 per month would be \$8,400,000 per month or \$100,800,000 per year and \$500 per month would be \$10,500,000 per month or \$126,000,000 per year.

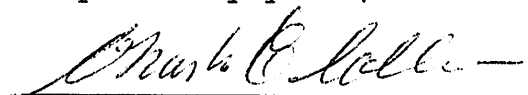
In my case, Yodle charged \$750 per month for 2 months for a total advertising budget of \$1,500. Yodle spent \$203.68 in May and \$203.10 in June for a total of \$406.78. $\$1,500 - 406.78 = \$1,093.22$ for two months or \$546.61 per month was "rolled over". At \$546.61 per month would be \$11,478,810 month or \$126,745,720 per year. At \$900 to \$5,000 per month advertising budget, the figures could even go much higher.

It should be noted that according to the Contract, if you have an issue with Yodle, you must file suit either in Federal Court or State Court in New York County. This prevents most of the advertisers from suing Yodle. Further, upon information and belief, Yodle has its sales people call other states for sales. By doing this, Yodle can claim that that state has no jurisdiction over the employee as they did in my case. I refuted this in my Motion to Reargue that the Court, in fact, did have jurisdiction to hold Yodle employees accountable.

I am providing to you copies on the enclosed CD of all documents in this matter, both Yodle's and mine.

Again, I would request that you investigate this entire matter as Yodle cannot be allowed to scam millions of dollars from small businesses across the United States.

Respectfully yours,



Charles E. Collins, III