

**DECLARATION OF HEATHER BOEDECKER
PURSUANT TO 28 U.S.C. § 1746**

I, Heather Boedecker, hereby declare as follows:

1. My name is Heather Boedecker. I am a United States citizen over eighteen (18) years of age and residing in Cincinnati, Ohio.
2. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to the facts stated herein.
3. Throughout this declaration, in many instances, information from copies of documents that are attached hereto that would reveal personally identifiable or sensitive information about me has been blacked out, such as my account number and address.
4. On or about October 1, 2009, I was searching the Internet for products that contained the acai berry fruit. I read and heard that products containing the acai berry fruit helped detoxify the body. While searching the Internet for acai berry products, I saw an advertisement for a product called "AcaiPure." The AcaiPure advertisement contained a hyperlink and a brief description of the "AcaiPure" product. The advertisement offered a "free trial offer of AcaiPure." I clicked on the hyperlink and I believe I was directed to the AcaiPure website. I believe part of the website address was www.healthandwellnessoffers.com. In general, the AcaiPure website stated that AcaiPure was a cleansing or detoxifying product that would improve one's digestive system and health. I also believe that the AcaiPure website stated that customers lost weight by using AcaiPure.
5. The website stated that for a low shipping fee, I would receive a free trial of AcaiPure. I do not remember the exact shipping fee, but I believe the shipping fee on the AcaiPure website was around \$3 to \$5. I did not see any information on the AcaiPure

website that indicated that I had to return the “free” trial of AcaiPure to avoid being charged for it. I also did not see any information indicating that I was going to automatically receive monthly shipments of AcaiPure and be charged for them. I did not see any information stating that I had to cancel the AcaiPure monthly program to avoid additional charges.

6. Based on the AcaiPure website, I believed that I could keep the “free” trial of AcaiPure to try and decide whether I liked the product. I also believed that I was only responsible for the low shipping fee for AcaiPure, and this was an incentive to request the free trial. I submitted my personal information and my credit card information. I was only authorizing a charge on my credit card for the low shipping fee for AcaiPure.

7. After requesting the free trial of AcaiPure, I was concerned that I did not have enough information on AcaiPure, or the company that sold AcaiPure. Therefore, I immediately conducted an Internet search on AcaiPure to get more information about the product and the company that sold AcaiPure. While searching the Internet, I visited at least one Internet forum or message board website where users post comments about companies and their products or services. I do not remember the website address. Customers on the message board complained that after requesting the AcaiPure free trial, they were automatically enrolled in an AcaiPure monthly program and charged for future AcaiPure shipments by a company called Central Coast Nutraceuticals (“CCN”). I believe this was the first time I learned that the company’s name for AcaiPure was CCN. According to the message board, I had to call CCN’s customer service department to cancel the AcaiPure monthly program to avoid being charged for the monthly program. This was the first time I learned of CCN’s AcaiPure monthly program.

8. I immediately called CCN to cancel the AcaiPure monthly program. I had not received my AcaiPure free trial. I spoke to a CCN representative. I told the CCN representative

that I was not interested in receiving monthly shipments of AcaiPure. I also told the representative that I was only interested in receiving the AcaiPure free trial. The CCN representative told me that the account was canceled and I would not receive the monthly shipments of AcaiPure and would not be charged for the monthly program. I asked the CCN representative if I was going to be charged for anything else. The CCN representative told me that my AcaiPure account was canceled and I would not be charged for future shipments of AcaiPure.

9. The CCN representative did not tell me that I was going to be charged for the AcaiPure free trial. The CCN representative did not tell me that I had to return the AcaiPure free trial to avoid being charged for it. I was under the impression that I could keep the AcaiPure free trial and I would not be charged for it. If I had known that I was going to be charged for keeping the AcaiPure free trial, I would have returned it immediately. In fact, I would not have requested the AcaiPure free trial in the first place.

10. About a week after I requested the AcaiPure free trial and after I had canceled the AcaiPure monthly program as mentioned above, I received the AcaiPure free trial in the mail. I did not receive any additional bottles of AcaiPure beyond the AcaiPure free trial.

11. Approximately three months later, on or about February 9, 2010, I received a telephone call from a female representative from the "CCN Collection Department." The CCN representative told me that I owed CCN \$59.95 for the free trial of AcaiPure, a \$10 late fee, and an \$8 processing fee. The CCN representative told me that I owed CCN a total amount of \$77.95. The CCN representative told me that I was charged for the AcaiPure free trial because I did not return it as required under the terms and conditions. I was surprised and outraged to learn

that I owed CCN \$77.95.

12. I told the CCN representative that when I canceled the AcaiPure monthly program, I was never told by a CCN representative that I had to return the AcaiPure free trial to avoid being charged for it nor had I seen any information on CCN's website about this requirement.

13. I asked the CCN representative if I could return the free trial of AcaiPure, but the CCN representative told me that the trial period had expired and I could no longer return it. The CCN representative told me that the AcaiPure free trial terms and conditions were in the "fine print" section of a shipping insert included in the AcaiPure free trial package I received. I told the CCN representative that I wanted to speak to her supervisor. The CCN representative gave me her supposed supervisor's telephone number. I then asked the CCN representative to transfer my telephone call to her supervisor. The CCN representative told me that was not an option and I had to call the telephone number she gave me to speak to her supervisor. The telephone call ended.

14. That same day, on or about February 9, 2010, I immediately called the telephone number as mentioned above. I spoke to a female representative who identified herself as "Erin Mitchell." Ms. Mitchell told me she was a CCN supervisor. I told Ms. Mitchell that I did not know that I had to return the AcaiPure free trial to avoid being charged. Ms. Mitchell told me that I owed CCN \$77.95 because I did not return the AcaiPure free trial within CCN's trial period. She stated that if I did not pay my outstanding balance, CCN would send my account to a collection agency and that this could damage my credit report.

15. Because of this threat from CCN, on or about February 9, 2010, I gave Ms. Mitchell my debit card information, which is linked to my checking account, to pay the \$77.95 for the AcaiPure free trial. I was very concerned that CCN would try to place negative information on my credit report.

16. In or around February 2010, I filed a complaint against CCN with the Better Business Bureau ("BBB"). Attached hereto as **Boedecker Att. A** is a true and correct copy of the complaint I filed against CCN with the BBB.

17. I received a letter from the BBB dated February 19, 2010 stating that it had communicated my dispute to CCN. The BBB's letter also included CCN's complaint response, in which CCN representative "Kyleigh Courtney" stated that I had ordered a "TRIAL OFFER" and that the "terms and conditions" of the offer were on the order page. Ms. Courtney also stated that CCN had contacted me regarding my debt and that I had settled my debt with CCN. Attached hereto as **Boedecker Att. B** is a true and correct copy of the BBB letter dated February 19, 2010 and CCN's complaint response.

18. I never received a refund from CCN.

I declare under penalty of perjury that the foregoing statement is true and correct.

Executed on June 28, 2010 at Cincinnati, Ohio
City


Heather Boedecker



Better Business Bureau
Serving Central, Northern and Western Arizona

4428 N. 12th Street
Phoenix, AZ 85014-4585
(602) 264-1721
FAX
www.phoenix.bbb.org

Case #: 8101352

Consumer Info: Boedecker, Heather

[REDACTED]
CINCINNATI, OH [REDACTED]

[REDACTED]@yahoo.com

Business Info: Central Coast Nutraceuticals, Inc.
2375 E. Camelback Rd. #500
Phoenix, AZ 85016

Nature of the Complaint: Selling Practices

Consumer's Original Complaint:

I bought a product online called Acai Pure on www.healthandwellnessoffers.com. It said there was a free trial period. I called and canceled during the trial period. Three months later received a call from this company saying I owed them \$77.95 because I didn't return the product. I wasn't told to return the product when I called in to cancel my trial period. When I called to find out about this outstanding balance owed, they explained that I should have read the fine print and wouldn't work with me on the balance due. I offered to send it back, the supervisor Erin Mitchell said that was not an option. When I asked to speak to her supervisor, she said she was the highest person and no one was above her. I asked the supervisor if others call in with problems like mine. She advised no. I could hear in the background the same call as mine being had. I asked her about that. She didn't really have a response for me. If there is no communication when a consumer calls in to cancel something that they need to return the product, the company is doing a disservice to the consumer!! I ended up giving my credit card info and they charged me the \$77.95. I am not happy with the outcome. I want to protect others who think this offer sounds great.

Consumer's Desired Resolution:

I would love to have the \$77.95 refunded to me.

Boedecker, Att. A

02/19/2010
Better Business Bureau

BBB has received a reply from the business regarding your dispute.

Better Business Bureau
4428 N. 12th Street
Phoenix, AZ 85014-4585
602-264-1721 | 602-263-0997
arizonabbb.org

02/19/2010

Heather Boedecker

Cincinnati OH

Dear Heather Boedecker:

Better Business Bureau of Central, Northern and Western Arizona (BBB) has communicated your dispute to Central Coast Nutraceuticals, Inc..

Please review the company's response and specify in writing if there are issues still needing to be addressed. If your complaint relates to contracts, repairs, or billing, please provide any documentation (copy of contract, invoices, etc.) to support your position. Any additional information you provide will be reviewed by BBB and sent to the company for possible further reply.

If you are unable to respond using the internet, you may respond in writing to our address at 4428 N. 12th Street, Phoenix, AZ 85014 or by fax to: 602-263-0997.

If we do not receive a response from you within 7 days, we will close the complaint accordingly. You may contact us for an extension if you need more time to respond.

Thank you for using BBB to assist you in resolving your dispute.

Sincerely,

Samantha Marquis
Your Better Business Bureau

MESSAGE FROM BUSINESS:

Better Business Bureau
4428 N. 12th Street
Phoenix, AZ 85014-4585
P: 602-264-1721 | F: 602-263-0997
arizonabbb.org

RE: Heather Boedecker

Boedecker, Att. B, p. 1

Dear Better Business Bureau,

This customer placed an order for a TRIAL OFFER. The terms and conditions of the offer are on the order page, which clearly explains that by placing any order, they are agreeing to the terms and conditions, which states that the order is a 14-day risk free trial plus shipping and handling. The trial begins when the customer receives the product. If the customer likes the product and keeps it, the customer will be charged \$39.95 after the trial period has ended approximately 20 days later. This charge is the remaining balance for trial bottle – please note it is not a free sample and nowhere on our website does it state that it is. If the product is not right for the customer, the customer simply returns the unused portion for a refund. The customer has the option to return all unopened products (exceptions made for trial bottles only) within 30 days from the date of receipt. This account was six months past due and had acquired a \$10 dollar late fee and an \$8 dollar processing

fee. The total amount owed was \$56.95.

Heather Boedecker owed us for this remaining balance of \$59.95 plus all applicable fees. The customer placed this order on 10/01/2009 and her card was declined for the remaining balance on 10/15/2009 and 10/18/2009. We have contacted this customer regarding her debt and she settled this debt on 02/09/2010. If the customer has any further questions she can contact her collections representative.

We try our best to ensure that we provide outstanding customer care. We apologize for any inconvenience this may have caused. We also thank you for your initial interest in our product.

Sincerely,

Kyleigh Courtney

Kyleigh Courtney
Compliance Specialist
Central Coast Nutraceuticals, Inc

Boedecker, Att. B, p. 2