

Consumer Info: Davidson, Don

Business Info: Publish America, LLLP
PO Box 151
Frederick, MD 21705-0151
301 695-1707

Location Involved: (Same as above)

Consumer's Original Complaint :

I feel that I was defrauded into signing a contract that gives PublishAmerica exclusive rights for 7 years to "publish" a book that I wrote. They claim to be a traditional publisher, and the contract implies that they will promote and market the book, but in reality their target customer is the book's author. They do virtually nothing to promote or market the book, except to send solicitations to the author and the author's friends and family members. I have received 12 such solicitations via email in 9 months. I have also corresponded with them repeatedly during the past few days, asking them for details on how they intend to promote and market my book, and their response was in effect that they are doing nothing and intend to do nothing in the future. I also asked them about their pricing policies, since I believe the book is grossly overpriced (\$19.95 for a small paperback book of less than 200 pages), and their responses have been evasive and irrelevant to the inquiry. They have refused to terminate the contract twice--once in August, 2007, about 2 weeks after it was signed (when I learned how they really operate), and again a day or two ago.

Consumer's Desired Resolution:

I would just like to cancel the contract and get back the rights to my book, since they are going to do nothing to promote it.

BBB Processing

05/29/2008 web BBB Case Received by BBB
05/30/2008 rw BBB Case Reviewed by BBB - Member
05/30/2008 Otto EMAIL Send Acknowledgement to Consumer
05/30/2008 Otto EMAIL Notify Business of Dispute - Member
06/03/2008 WEB BBB RECEIVE BUSINESS RESPONSE : Contact Name and Title: Victor Cretella, attorney

Contact Phone: 301-695-6804

Contact Email: vec@publishamerica.com

Dear Ms. Warren: PublishAmerica has fully complied with its obligations under the contract. Notwithstanding Mr. Davidson's statements to the contrary, PublishAmerica did not promise Mr. Davidson any particular marketing efforts. Instead, the contract expressly provides that marketing is at PublishAmerica's discretion. Contract, paragraph 17 ("Sales promotion, advertising and publicity shall be at the Publisher's election and discretion as to the extent, scope and character thereof and in all matters pertaining thereto"). Furthermore, Mr. Davidson should have expected that he would have to make substantial marketing efforts on his own behalf since that is exactly what the contract expressly states. Contract, paragraph 17 ("The Author agrees to actively participate in promoting the sales of the said literary work in his home town area and elsewhere, by making himself available to media interviews, book readings and/or signings, and other public sales promotion appearances").

Mr. Davidson's claim that he was "defrauded" by PublishAmerica is completely unreasonable. In fact he cannot particularize a claim for breach of the contract let alone fraud. Accordingly, PublishAmerica will not terminate the contract as requested by Mr. Davidson. Rather PublishAmerica will continue to publish Mr. Davidson's book for the full 7 years as authorized by the contract.

If PublishAmerica were to take any action at this point, it would be to sue Mr. Davidson for defamation. On the following website, Mr. Davidson has accused PublishAmerica of being a "scam":

<http://christianityforthinkers.com/publishamerica.htm>.

This accusation is completely false as PublishAmerica has done nothing fraudulent.

06/04/2008 ah EMAIL Forward Business response to Consumer