

**CASE ID: 36024675****On June 05, 2008, you provided the following information:**

(The consumer indicated he/she DID NOT accept the response from the business.)

You, or anyone else who is interested, can read copies of the actual documents at my web site, christianityforthinkers.com, on the page entitled “The Truth About PublishAmerica.” Then you, or they, can make up your own mind.

PublishAmerica calls themselves a “traditional publisher.” Their slogan is: “We treat authors the old-fashioned way—we pay them.” Their web site makes the claim, “We want your book, not your money.” Their standard contract is cleverly worded to give the impression that they will aggressively market the books they publish. For example, the contract stipulates that royalties will not be paid to the author for copies of the book which are used “for review and/or publicity purposes”; that the author will not be paid royalties on copies of the book “that the Publisher may distribute for advertising and/or sales promotion purposes”; that PublishAmerica will not pay the author for “permission gratuitously given to others to publish extracts from the sale of the said literary work to benefit the sale thereof.” And the contract states: “The Publisher agrees to distribute, at his discretion, for purposes of publicity and/or review, promotional information pertaining to the said literary work, to publications throughout the United States and/or Canada, or elsewhere.” All of these statements are designed to give a prospective author the impression that he is dealing with a traditional publisher which will not only publish, but also market and promote, his book to the general public. Of course, the contract is also artfully worded so as not to require PublishAmerica to do any marketing whatsoever—and they don’t.

The language quoted in PublishAmerica’s response merely proves my point: the author is to “actively participate in promoting” sales of the book “by making himself available” for media interviews, etc. This language gives the impression that the author is merely expected to cooperate with PublishAmerica’s marketing efforts. What it fails to state is that PublishAmerica’s marketing efforts directed at the general public are non-existent. PublishAmerica markets their books to the author and to his friends and family members—and to no one else. To date, PublishAmerica has sent me more than a dozen solicitations, inviting me to buy copies of my own book—the last one on June 2, 2008, after I had repeatedly asked them to stop. Those solicitations are posted on my web site.

In a series of emails on May 27, 28, and 29, 2008 (all of which are posted on my web site), I asked PublishAmerica what they had done, and what they intended to do, to market and promote sales of my book to the general public. Their response—also posted on my web site—was that they had sent out press releases to a few local newspapers in my geographic area (for which I had to provide the addresses). That was it. Although their contract talks about reviews, publicity, advertising, sales promotion, and the like, they did nothing of the kind. As you can read at my web site, their responses are evasive or non-responsive. The stories of other PublishAmerica authors on the internet are similar.

I also believe that PublishAmerica impedes sales to the general public through their pricing policies. My own book is a paperback book of less than 200 pages with no pictures. Yet it is priced on the internet at \$19.95, and on PublishAmerica’s web site at \$16.95. On the other hand, the solicitations sent to me by PublishAmerica offer discounts of 35% to 50% if I buy copies of my own book. In the emails of May 27-29, discussed above, I asked PublishAmerica about their pricing policies, and received non-responsive and evasive answers.

My web site contains a link to a web site that has collected many of the stories of authors who have had their dreams dashed by PublishAmerica’s shady tactics. And many more can be found on the internet, at such sites as Absolute Write.

