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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON


IN RE:
MY LIFE.COM, INC.,
Respondents.

NO.
PETITION FOR ORDER APPROVING
ASSURANCE OF DISCONTINUANCE
PURSUANT RCW 19.86.100

COMES NOW, State of Washington, by and through its attorneys, Robert M. McKenna, Attorney General and Jason E. Bernstein, Assistant Attorney General and petitions this Court for an Order approving the attached Assurance of Discontinuance. This petition is made pursuant to RCW 19.86.100, which authorizes the Attorney General to accept an Assurance of Discontinuance in the enforcement of the Consumer Protection Act. A proposed order is enclosed.

DATED this 10th day of October, 2012.

ROBERT M. MCKENNA
Attorney General



JASON E. BERNSTEIN, WSBA #39362
Assistant Attorney General
Attorneys for State of Washington

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON

IN RE:
MYLIFE.COM, INC.,
Respondent.


NO.
ORDER APPROVING ENTRY OF
ASSURANCE OF DISCONTINUANCE

The Court hereby approves and orders entry of the attached Assurance of Discontinuance pursuant to RCW 19.86.100.

Approved on this _____ day of _____, 2012.

JUDGE/COURT COMMISSIONER

Presented By:
ROBERT M. MCKENNA
Attorney General



JASON E. BERNSTEIN, WSBA #39362
Assistant Attorney General
Attorneys for State of Washington

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON

IN RE:
MyLife.com, Inc.,
Respondents.

NO.
ASSURANCE OF DISCONTINUANCE

The State of Washington, by and through its attorneys, Robert M. McKenna, Attorney General, and Jason E. Bernstein, Assistant Attorney General files this Assurance of Discontinuance pursuant to RCW 19.86.100 to resolve an investigation of certain business practices of Respondent MyLife.com (“Respondent”).

Respondent makes no admission of wrongdoing, and the Attorney General acknowledges Respondent’s good faith and cooperation during this investigation.

I. INVESTIGATION

1.1 During the time period under review, May 1, 2009-May 1, 2011, Respondent was engaged in the advertising, marketing, and provision of “people search” services online at its website www.mylife.com. MyLife.com offered several services on its website, including the “Who’s Searching for You” (“WSFY”) service, which allowed consumers to enter their name and age into the website to determine if anyone had visited MyLife.com to perform a search on their name and other defined criteria. The WSFY service was advertised to Washington State residents

1 online and via email, and also on television.

2 **1.2** The Office of the Attorney General investigated whether some of MyLife.com's
3 WSFY television commercials (which had independently ceased airing before the investigation
4 commenced) conveyed the net impression that consumers would be able to learn the identity and
5 contact information of who was searching for them for free. Online, a consumer could register for
6 free at MyLife.com and discover if anyone was searching for him or her, and if so, the location
7 and age of that person, but to discover the identity of the searcher a consumer had to purchase one
8 of a number of membership options. Consumers who chose to purchase a subscription were
9 directed to a purchase page which prominently listed the monthly prices for these memberships.
10 Therefore, the Office of the Attorney General also investigated whether existing express
11 disclosures of how WSFY worked, automatic renewal at the end of a subscription term, and one
12 upfront charge of the subscription price were sufficiently clear and conspicuous.

13 **1.3** A series of discussions occurred with the Office of the Attorney General.
14 Concurrently and independently, MyLife.com voluntarily changed its website to make existing
15 disclosures about how WSFY worked, the one upfront payment, and automatic renewal terms
16 more clear and conspicuous during the online registration and check-out process, by modifying
17 the color, font, and placement of the disclosures.

18 **II. ASSURANCE OF DISCONTINUANCE**

19 **2.1.** This agreement does not constitute, and shall not be construed as, an admission of
20 wrongdoing or violation of the Consumer Protection Act, Chapter 19.86 RCW. MyLife.com
21 agrees to this Assurance of Discontinuance and acknowledges its continued commitment to
22 compliance with Washington law. Going forward, the Attorney General deems the following to
23 constitute unfair or deceptive acts or practices, and unfair methods of competition, in violation of
24 the Consumer Protection Act, Chapter 19.86 RCW:

- 25 a) Should the Respondent fail to clearly and conspicuously disclose the amount that a
26 consumer will be charged or billed before collecting the method of payment.

1 injunctions, restitution, and civil penalties of up to \$2,000 per violation and costs, including
2 reasonable attorneys' fees.

3 **4.2** Under no circumstances shall this Assurance of Discontinuance or the name of the
4 State of Washington or the Office of the Attorney General, or any of its employees or
5 representatives be used by Respondent or by its officers, employees, representatives, or agents in
6 conjunction with any business activity of Respondent.

7 **4.3** This Assurance of Discontinuance shall be binding on the Respondent and its
8 respective owners, directors, successors, assigns, transferees, officers, agents, partners,
9 servants, employees, representatives, and all other persons acting in concert or participating
10 with Respondent in the context of conducting Respondent's businesses.

11 **4.4** Release of Claims: By its execution of this Assurance of Discontinuance, the State
12 of Washington releases Respondent from all civil claims, causes of action, damages, restitution,
13 fines, costs and penalties under Chapter 19.86 RCW arising from the conduct that is the subject of
14 this Assurance of Discontinuance. In the event that Respondent violates this Assurance of
15 Discontinuance, this release of claims becomes void with regard to Respondent, and nothing shall
16 prevent the State of Washington from enforcing Chapter 19.86 RCW and seeking permanent
17 injunctive relief and recovery of costs, restitution, and civil penalties against Respondent for any
18 conduct covered by this Assurance of Discontinuance prior to its execution by the parties.

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