

STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT

2006-11-13 10:51

In re STRATFORD CAREER
INSTITUTE, INC.

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)

CIVIL DIVISION
Docket No. 6-1-11 Wnev

ASSURANCE OF DISCONTINUANCE

WHEREAS Stratford Career Institute, Inc. ("SCI") is a District of Columbia corporation with offices at 8675 Darnley Road, Mount Royal, Quebec, Canada H4T1X2;

WHEREAS SCI offers and provides non-accredited "distance education" or correspondence programs at the high school level and in a number of vocational areas, including medical office assistant, nursing assistant, and veterinary assistant;

WHEREAS SCI has enrolled students from Vermont and other states;

WHEREAS SCI also has an office that is located at 12 Champlain Commons, P.O. Box 560, St. Albans, Vermont 05478-5560, which is used primarily for shipping, receiving, mailing and some administrative functions.

WHEREAS SCI has represented its address to be in St. Albans, either alone or alongside its address in Mount Royal, including on the company's letterhead, envelopes, academic materials, diplomas, and website;

WHEREAS, effective January 5, 2006, the State of Vermont began to limit the use of Vermont addresses to describe the location of a company that is not based in Vermont, through the promulgation of Consumer Fraud Rule (CF) 120;

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GENERAL
109 State Street
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WHEREAS CF 120.07(a) (Company Location) provides that “[n]o person shall use a Vermont address in any representation to describe the location of the seller, solicitor, producer, distributor or other person associated with a good or service unless the company is based in Vermont”;

WHEREAS under CF 120.01(a), a company is “based in Vermont” if it “currently discharges substantial functions in Vermont. For this purpose, ‘substantial functions’ do not include such activities as the original development of the goods or services, mail handling or banking, or the presence of sales, distribution or similar staff alone.”;

WHEREAS it is an unfair and deceptive trade act and practice in commerce under the Consumer Fraud Act, 9 V.S.A. § 2453(a), to violate Rule 120;

WHEREAS the Vermont Attorney General alleges that SCI was not based in Vermont within the meaning of CF 120, that the company nonetheless used a Vermont address to describe its location in violation of CF 120.07(a), and that as a result, the company violated the Vermont Consumer Fraud Act, 9 V.S.A. § 2453(a);

AND WHEREAS the Attorney General is willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

THEREFORE, the parties agree as follows:

1. *Injunctive relief.* SCI, itself and through its owners, officers, directors, managers, employees and other agents, shall comply strictly with CF 120, including, but not limited to, the provisions of CF 120 relating to the use of the word “Vermont” in any representation of geographic location. Notwithstanding, nothing herein shall preclude SCI from stating a Vermont mailing address in its communications to third parties, students or

consumers, so long as SCI maintains an office in Vermont and clearly and conspicuously discloses in each communication (a) the functions discharged at that location (e.g., "shipping and handling"); and (b) no less prominently, the address of its principal place of business, identified as such, except in the case of a self-addressed envelope, post card, or business reply card, an additional address containing the principal place of business will not be required provided the Vermont address contains a reference to "shipping address," "mailing address," or a similar phrase.

2. *Civil Penalties and costs.* Within 10 (ten) business days of signing this Assurance of Discontinuance, SCI shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the total sum of \$10,000.00 (ten thousand dollars) in civil penalties and costs.


3. *Binding effect.* This Assurance of Discontinuance shall be binding upon SCI, its officers, directors, managers, employees, and other agents of SCI, and its successors and assigns. The injunctive relief provisions shall become effective upon the date of execution by the parties below.

4. *Final resolution.* This Assurance of Discontinuance resolves all existing claims the State of Vermont may have against SCI stemming from the facts described in this Assurance of Discontinuance.

Date: 12/16/10

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 
Elliot Burg
Assistant Attorney General

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Date: _____

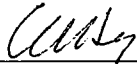
STRATFORD CAREER INSTITUTE, INC.

by: _____
Authorized Agent

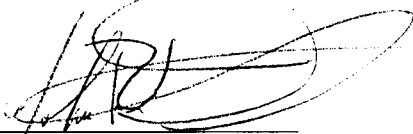
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APPROVED AS TO FORM:



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Date: Dec. 17, 2010

STRATFORD CAREER INSTITUTE, INC.

by: _____

Authorized Agent

Michael Boulay

Name

Vice President Student

Title

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