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Letter from Donald D. Storms to Ann Hopkins, November 6, 1989

Donald D. Storms

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1280 Sheep Bridge Road
York, PA 17402
6 Nov 89

Dear Ann -

(Oh, I'm gambling - until/unless you tell me you don't like it!)
I'm not trying to overwhelm you. I just ran across a couple of
items while clearing up some scrap, one of which may help you, the
other give you a laugh. And if I don't write about em now...

The serious matter - and I admit there's a little bragging involved,
tho I don't think braggart exactly fits me - I, as I've claimed for
years, just have a good appreciation of my own good qualities
(and bad ones - but who emphasizes them? No more than most, as you'll
discover in due time - 15.)

Early last year I received a promotion from an outfit in
Chicago which runs (ran?) Cruises. They offered a 35mm Camera
as premium/inducement to take out a Free Trial Membership for
three months, cancellable at no cost up to the end of that period,
after which they would bill ones Credit Card Acct for \$30 or \$40 each
Quarter - not too bad if they lived up to their claims.

I am not, of course, able to take Cruises (nor would I if I
could - I don't like crowds of people & for "organized" entertainment!),
but I could use an inexpensive extra Camera, & they offered.

Several days before expiration of Trial Period - plenty of
time for them to have received it, plus the postmark date - I sent
a cancellation. ⊕ This was late Sept. Imagine my astonishment
when, in mid-October, I got a notice from my Bank of a \$12 charge
for Overdraft! Charge would not appear on Statement till Nov.

⊕ I used non-receipt of Camera as reason - true.

\$30-40 isn't a whole lot, but I don't keep very much in my Acct
at any time, and after my monthly Bill Checks had come in -
I wouldn't stand for that - not only the Charge, but the 12 Fees
for which I got nothing under any circumstances.

So - but let me jump to last week, first.
Last week I received a letter bearing their address (tho I didn't
recognize it till I read contents) enclosing a Form to be filled
out & returned to enter a Claim for refund of Dues charged
despite timely resignation, and a Form Letter headed with

Seal
BUREAU OF
CONSUMER PROTECTION

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
Claims Administration Center
- address -



②

NOTICE OF LITIGATION AND SETTLEMENT

The "Club" had agreed to pay up to \$2.5 million to former Members who had been in my position.

One must state unjustified amount, Name, Mem. No., and fill out the Form enclosed by 15 DE 1989

"The amount you will receive depends on 1) the total number of customers ^{qualifying} for the refund and 2) the total amount actually paid into the Settlement Fund by BankCard [the "Club"]... you will receive either a full refund up to \$49.20 (ok, ~~was \$40.~~) in April 1990 or shortly thereafter, or a partial refund in April 1990 and a final payment in September 1991.

"The FTC is pleased to have made it possible for you to get your money back." (No signature.)

Very nice, albeit delayed, & no interest for the intervening period. I should be happy.

Oh yeah? I read the whole thing with a self-satisfied smirk on my face! I got my Refund, PLUS that of Overdraft Fee, in January 1989! So there, too!

How come? I told you I am - persistent (read stubborn, if you want!). Immediately I received the oucher re Overdraft & wrote the chisellers, demanding full Refund - \$61.20.

No reply, my Bank said no Credit received. [I have a Debit Card, not a Charge Card.] Wrote again, adding cost of postage and photocopy of Statement showing my Bank had received the original charge on 3 October (my Trial Period expired 30 Sept.). Club was in an awful hurry to get their money, the legal emf if they hadn't received Cancellation.

This time, a reply to the effect that they could not identify me as a member - please fill out and return the enclosed Form. I did, at once.

Two weeks or so later I again queried, and mentioned intention to turn the matter over to the Postal Inspectors, and to (by name) the Asst Atty Genl of Illinois in charge of Consumer Affairs. By then, mid-Dec. They must've acted almost at once - my Bank received the Credit - including Overdraft Fee, postage, & photocopy (which I'd gotten free from my Congressman's local office!) - the last week of December. No interest, but then I don't get interest (let my own request to Bank).

If I think I, The Old Man (Tom), was going to sit back and just hope, while the thing went thru all the Government red tape and delay? You don't (and they didn't) know me well enough.

And here's the Joker! The week after the first letter to them, I received the Camera - little more than a box-camera, only one adjustment, but useful to have handy when one wants to get a picture w/o time to get out the good Camera, maybe change lenses, and so on - . About a week later than that, a Form letter apologizing for the delay - their shipment had been delayed, from Japan - or Hong Kong? Korea?

And in early December, after their shipment supposedly arrived, I received a SECOND Camera!

Ok, so a good Christian would have returned the second one. I'm more or less a Christian - certainly not any other variety - but not that good a one. A) It was their goof, not my request, and B) at the time I didn't know whether I'd get the Refund. Afterward - oh, well - cost them \$8-10 - I was entitled to some recompense for the annoyance, and they were rank Chiselers, who deserved it.

Tom is also the Little Fox - "Yank, yank, yank" cried the Little Fox." Sufficient persistence does work!

And - you think the Dept/Ag sees that we get good Food? Hmm. This from a carton of Frozen Ready-to-Eat Hamburger Sandwiches. "100% BEEF Made with Real Cheese"!



2 Sell for now

Doug (Storms, in case you're a short memory!)

OR, OR, so they were Cheseburgers. The sign is still laughable.

(P)