

## Easy way to lose 41 lbs.: Shedding junk mail weight

BY BEN LAMOTHE

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Spread out on Sander DeVries' kitchen table is nothing but envelopes.

Interest-free credit cards; discounted trips to the Bahamas; limited-time debt consolidation – typical junk mail.

The typical response to junk mail is to throw it away, often unopened. But what if you never had to do that again?

DeVries and his two brothers, Tim and Shane Pfannes, formed a company in Ferndale to combat the onslaught of junk mail that many face at their homes every day. They named it after the average amount of junk mail someone receives in a year – 41pounds.org.

"We started looking at the bulk mailers and we did some research and months and months of calling, finding out more about the direct mail industry," the Shelby Township resident said. "We e-mailed about 100 friends and family with 20 to 25 numbers to call, to send a letter here, send a signed postcard here and this will help eliminate your junk mail. But no one did it."

Not easily discouraged, they decided to go it alone by offering the service to anyone interested – five years for the flat rate of, you guessed it, \$41.

"(The process) was too intensive," DeVries said. "Nobody wants to spend a few days to mail these companies and get off their mailing lists."

His organization will do it for you. Using basic personal information, it offers to remove customers' names from those lists..

In July the company marked its one-year anniversary, now with about 5,000 subscribers, DeVries said.

"It's pretty wild," he said. "One day we'll look and we'll see 50 new sign-ups and we'll Google ourselves and see some blogger wrote about us."

Most of his business comes from California, he said, because people there are more willing to experiment with a new kind of service.

"That's where our marketing company is," DeVries said. "We saw our convergence really go to California. It's just really a more progressive area – they're more interested in being green and environmentally aware."

For the three brothers, 41pounds is a side job that increasingly is becoming full-time. All three also work at a computer



Tim Pfannes and Sander DeVries found a niche, and donated \$75,000 to charity organizations, thanks to their customers receiving an abundance of junk mail. | 41POUNDS.ORG PHOTO

network maintenance company owned by Tim and Shane.

These three brothers have made more than \$200,000 from registrations, but DeVries said they don't pocket a cent.

From every new registration, the company donates \$15 to local charities and puts the rest of the money back into the company, DeVries said. In all, it has donated more than \$75,000 to charity. The organization recently gained official non-profit status.

Today 41pounds is self-sustaining. Success has come down to following the oldest trick in the business how-to book: You've got to spend money to make money.

"With any services-based company,

there's always that need to be legitimate and show that you can do what you claim to do," he said. "A lot of that was our first step."

Building a savvy Web presence also was important, DeVries said.

"It lets people know that you're with a legitimate company. We want them to think, 'This is a good company. I can put my credit card on here.'"

Looking to the future, DeVries hopes to continue growing the company and retaining subscribers.

"We'd like to keep doubling our numbers," he said. "It's very important that the people who have signed up already are happy with the service. We thrive on customer service." ■

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## Give heed to 'boilerplate' in contracts

Online agreements, such as Web site "terms of service" contracts, are enforced by courts under the same analysis given to traditional, offline contracts. That analysis sometimes involves scrutinizing particular clauses, including those that are referred to as "boilerplate," to determine whether they are "contrary to public policy."

A recent example is the Washington Supreme Court, joining courts in California and Florida, by refusing to enforce AOL's forum selection clause against citizens of their respective state.

The plaintiffs filed a class action style lawsuit in a Washington court against AOL, alleging that certain business practices of the Internet service provider violated Washington's Consumer Protection Act. AOL moved to dismiss the action, relying on the clause in its online terms of service agreement that requires all disputes to be brought in the courts of Virginia. The trial court granted the motion and plaintiffs appealed.

Noting that Virginia does not allow class actions like the one being pursued by the plaintiffs, the appellate courts reversed.

The Washington Supreme Court ruled that the clause violates the public policy of the state by seriously impairing a plaintiff's ability to bring a Consumer Protection Act claim.

What does this mean for your business? If your organization enters into contracts with customers, it means that extra care may be required in drafting clauses in your standard contracts to bolster their enforceability.

To do so, it is important to understand the ramifications of particular clauses, even "boilerplate" in the context of the products or services you provide.

To review the court's decision, go to: [courts.wa.gov/opinions/pdf/771014.opn.pdf](http://courts.wa.gov/opinions/pdf/771014.opn.pdf)

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