

<p>DISTRICT COURT, JEFFERSON COUNTY, COLORADO Address: 500 Jefferson County Parkway Golden, Colorado 80401</p> <hr/> <p>Plaintiffs:</p> <p>iHIRE, INC. n/k/a VALUE ASSET LEASING, INC. and iHIRE, LLC</p> <p>Defendant(s):</p> <p>BOSTON MARKET CORPORATION</p> <hr/> <p>Attorneys for Plaintiffs: Karen L. Brody, No. 27215 Brandee L. Caswell, No. 30706 Address: Lowe, Fell & Skogg, LLC 370 Seventeenth Street, Suite 4900 Denver, Colorado 80202 Phone Number: 720-359-8200 FAX Number: 720-359-8201 E-mail: kbrody@lflslaw.com</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number:</p> <p>Division: Courtroom:</p>
<p>COMPLAINT</p>	

Plaintiffs iHire, Inc. n/k/a Value Asset Leasing, Inc. (“iHire, Inc.”) and iHire, LLC, through their counsel, Lowe, Fell & Skogg, LLC, state for their Complaint against Defendant Boston Market Corporation (“Boston Market”) as follows:

I. PARTIES

1. iHire, Inc. is a Maryland corporation with its principal place of business located in the State of Maryland.
2. iHire, LLC is a Delaware limited liability company with its principal place of business in the State of Delaware.
3. Boston Market Corporation (“Boston Market”) is a Delaware corporation, authorized to do business in the State of Colorado, with its principal place of business located at 14103 Denver West Parkway, Golden, Jefferson County, Colorado.

II. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Boston Market because Boston Market's principal place of business is located in the State of Colorado.

5. Venue is proper in this Court pursuant to Rule 98(c), C.R.C.P. as the tort that forms that basis of the Complaint was committed in Jefferson County, Colorado.

III. GENERAL ALLEGATIONS

6. iHire is the owner of www.iHireJobNetwork.com, which hosts online, internet-based employment and recruiting business through 38 niche job boards.

7. Through its online job boards, iHire assists job seekers in identifying employment opportunities as well as employers seeking to fill open positions.

8. By registering with iHire, a job seeker may post his or her resume on iHire's websites for access and consideration by employers seeking to fill open positions.

9. Upon registering with iHire, a job seeker may also request that iHire send via facsimile the job seeker's summary resume and/or, for a fee, his or her full resume in response to help-wanted advertisements seeking resumes via facsimile posted in print and/or electronic media across the United States.

10. Additionally, by paying a fee and registering with iHire, an employer seeking to fill an open position may post the position on iHire's websites for access and consideration by job seekers.

11. iHire also provides certain free services to both job seekers and employers seeking to fill open positions.

12. Job seekers and employers may access iHire's free services by registering on one of iHire's websites. Registration requires that the job seeker or employer enter a name, address, e-mail address, and there is optional information that may be provided, including a facsimile number.

13. By registering with iHire, job seekers and employers provide their prior express permission or invitation to receive facsimile communications from iHire.

14. Every facsimile sent by iHire identifies four ways for recipients to inform iHire that they no longer wish to receive such communications: (1) use iHire's auto-remove web page found at <http://www.iHireHospitality.com/RemoveFax>; (2) send their facsimile number in an electronic mail message to FaxRemoval@iHireHospitality.com; (3) call iHire's toll free number at 877-798-4854 and ask for termination; or (4) request by facsimile for a termination at 800-374-1899.

15. Boston Market is a wholly owned subsidiary of McDonald's Corporation and operates approximately 650 company-owned restaurants nationwide in 28 states, including the State of Colorado.

16. Upon information and belief, in the years 2000 through the present, Boston Market has had various open positions and has sought to fill those positions with qualified job seekers and, on at least some occasions, has used iHire's services including websites and job boards to do so.

17. 47 U.S.C. § 227, the Telephone Consumer Protection Act ("TCPA"), prohibits a person from using a telephone facsimile machine to send an unsolicited advertisement to a telephone facsimile number.

18. An "unsolicited advertisement" under 47 U.S.C. § 227(a)(4) means "any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission."

19. In 1992, the Federal Communications Commission issued a Report and Order stating: "...that facsimile transmission from persons or entities who have an established business relationship with the recipient can be deemed to be invited or permitted by the recipient." See In Re Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, 7 FCCR 8752, ¶ 54, n. 87 (October 16, 1992).

20. U.S. Fax Law Center, Inc. ("USFLC") is a Colorado corporation that is in the business of soliciting and taking assignment, from individuals and entities, of their rights in unsolicited facsimile advertisements and then filing lawsuits seeking relief under the TCPA against the sender of the facsimiles based on such assignments.

21. On or about October 31, 2003, J. Randall Miller, Esq. ("Miller"), who is, upon information and belief, a Senior Vice President and General Counsel of Boston Market, executed, on behalf of Boston Market, an assignment with USFLC (the "Assignment"), a copy of which is attached hereto as Exhibit A and incorporated by this reference herein.

22. Pursuant to the Assignment, Boston Market agreed to assign, sell and transfer to USFLC all right, title and interest in and to any and all unsolicited facsimile transmissions it receives or has received as well as any and all attendant rights in connection with the TCPA and any similar consumer protection statutes. See Exhibit A, ¶ 1.

23. The Assignment provides that in consideration of the assignment, USFLC agrees to and shall pay the sum of \$75.00 to Boston Market for each facsimile which USFLC successfully processes and upon which it realizes "a dollar recovery." See Exhibit A, ¶ 2.

24. The Assignment states that USFLC shall pursue letter demand and suit upon illegal transmissions of the facsimiles assigned under the Assignment in its sole discretion as it deems appropriate. See Exhibit A, ¶ 4.

25. The Assignment further states that “[Boston Market] represents and warrants to [USFLC] that any [alleged unsolicited facsimile advertisement] forwarded by [Boston Market] to [USFLC] will, in each instance, to the best of [Boston Market’s] knowledge, (i) have been received on a facsimile machine located in or on a premises operated by [Boston Market] in connection with the conduct of its business; (ii) be a true copy of the [facsimile] received by [Boston Market]; and (iii) not have been solicited or authorized in advance by [Boston Market], i.e. shall have been received by [Boston Market] without its prior express invitation or permission.” See Exhibit A, ¶ 5.

26. The Assignment requires that Boston Market “shall sign, if requested, one or more affidavits reasonably acceptable to [Boston Market] that neither it nor its personnel have given express permission for the transmission to it of fax advertisements, as well as any other document(s) reasonably necessary to effectuate the intent of this agreement.” See Exhibit A, ¶ 6.

27. The Assignment requires that Boston Market, upon written notice of USFLC, “appoint one or more of its agents or employees to review [facsimile advertisements] received before forwarding them to [USFLC].” See Exhibit A, ¶ 7.

28. The Assignment requires that “[f]axes shall be reviewed to make sure they are indeed junk advertisements and not those involving valued commercial relationships; following training by [USFLC] of [Boston Market’s] personnel, the faxes shall be sorted for those that are immediately actionable and those that are not.” See Exhibit A, ¶ 7.

29. The Assignment also states that “[a]ll unwanted or unsolicited faxed advertisements for states in which Assignee is operating shall be turned over to USFLC, including those deemed not immediately actionable.” See Exhibit A, ¶ 7.

30. The Assignment states that “[USFLC] anticipates hiring one or more law firms or collection agencies to assist in processing its assigned faxes” See Exhibit A, ¶ 10.

31. On or about February 3, 2005, Miller executed, on behalf of Boston Market, an affidavit pursuant to a request from USFLC, a copy of which is attached hereto as Exhibit B and incorporated by this reference herein (the “Affidavit”).

32. In the Affidavit, Miller states that he is an officer of Boston Market.

33. Miller also states in the Affidavit that Boston Market received 32 purported facsimile advertisements from iHire, Inc., on various of Boston Market’s facsimile machines and identifies the specific facsimile advertisements allegedly received (the “Alleged Facsimile Advertisements”). See Exhibit B, ¶ 3.

34. Miller states in the Affidavit that: “I have at no time given permission to iHire, Inc. or anyone on its behalf, to fax to me or Boston Market Corporation, advertisement about anything.” See Exhibit B, ¶ 4.

35. Miller states in the Affidavit that: “to the best of my knowledge, no other employee of Boston Market Corporation that has the authority to give such permission has done so.” See Exhibit B, ¶ 4.

36. Miller also states in the Affidavit that Boston Market considers the Alleged Facsimile Advertisements to be “junk or unsolicited fax advertisements.” See Exhibit B, ¶ 6.

37. On or about October 10, 2000, Monica Harman, who was, upon information and belief, an employee of Boston Market at the time, registered Boston Market on one of iHire’s websites and expressly sought the services of iHire to assist, upon information and belief, in filling an open position.

38. After registering to use iHire’s services, Ms. Harman posted two jobs on iHire’s websites, one on October 10, 2000 for a position of “Facility Mgr for Restaurants;” and one on January 16, 2002 for the position of “Property Administrator.”

39. Upon information and belief, Boston Market paid iHire for the use of its job posting services in October 2000 and January 2002.

40. Boston Market’s account, opened by Ms. Harman, is currently active and has not been terminated by Boston Market.

41. On or about April 2, 2002, Bonnie Fletch, who was, upon information and belief, an employee of Boston Market at the time, registered Boston Market on one of iHire’s websites and expressly sought the services of iHire to assist, upon information and belief, in filling an open position.

42. After registering to use iHire’s services, Ms. Fletch posted two jobs on iHire’s websites in April 2002 for the position of “General & Assistant Manager.”

43. Upon information and belief, Boston Market paid iHire for the use of its job posting services in April 2002.

44. The account established by Ms. Fletch remains active and has not been terminated by Boston Market.

45. On or about June 25, 2003, Mary Schroeder, who was, upon information and belief, an employee of Boston Market at the time, registered Boston Market on one of iHire’s websites and expressly sought the services of iHire.

46. After registering to use iHire’s services, Ms. Schroeder accessed various services provided by iHire to its clients.

47. The account established by Ms. Schroeder remains active and has not been terminated by Boston Market.

48. By registering to use iHire's services, using such services and paying for such services, Boston Market's employees gave iHire their prior express invitation and permission to send facsimile advertisements to Boston Market and created an established business relationship with iHire.

49. Based on the prior express invitation and permission from Boston Market to iHire, and the established business relationship between iHire and Boston Market, iHire sent the Alleged Facsimile Advertisements to Boston Market.

50. Upon information and belief, pursuant to the Assignment, Boston Market provided the Alleged Facsimile Advertisements to USFLC.

51. Upon information and belief, pursuant to the Assignment, Boston Market provided another 6 facsimiles allegedly sent by iHire to Boston Market (the "Additional Alleged Facsimile Advertisements"), in addition to the 32 Alleged Facsimile Advertisements, and represented to iHire that such Additional Alleged Facsimile Advertisements were unsolicited advertisements.

52. Upon information and belief, Boston Market failed to review and assess the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements to make sure that they were indeed unsolicited.

53. In providing the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements to USFLC, Boston Market misrepresented to USFLC that the Alleged Facsimile Advertisements and Additional Alleged Facsimile Advertisements were sent by iHire without prior express invitation permission and in the absence of an established business relationship between Boston Market and iHire.

54. In disregard of the prior express invitation and permission from Boston Market to iHire to send the Alleged Facsimile Advertisements, and the established business relationship between iHire and Boston Market, Miller executed the Affidavit and represented that neither he nor Boston Market's personnel had given permission to iHire to send the Alleged Facsimile Advertisements.

55. Based upon Boston Market's inaccurate representations regarding facsimiles received from iHire, USFLC commenced two lawsuits against iHire.

56. On or about January 12, 2004, USFLC initiated Case No. 2004CV97, Arapahoe County District Court, Colorado, alleging that iHire, Inc. had violated the TCPA by sending 35 facsimile transmissions to various third-parties, including Boston Market, who had purportedly assigned their rights in such facsimiles to USFLC. USFLC also asserted claims for

common law negligence, invasion of privacy, trespass and conversion against iHire based on the alleged sending of the 35 facsimiles, including the sending of facsimiles to Boston Market.

57. On or about February 25, 2004, iHire, Inc. removed Case No. 2004CV97, Arapahoe County District Court to the United States District Court for the District of Colorado and the case was assigned Civil Action Number 04-R-0344 (the "Federal Action").

58. On or about April 26, 2004, USFLC initiated Case No. 2004 CV 1976, Arapahoe County District Court (the "State Action").

59. In the State Action, USFLC alleged that iHire, LLC and David MacFadyen violated the TCPA by sending 16 facsimiles, including a subset of the Alleged Facsimile Advertisements. USFLC also asserted claims for common law negligence, invasion of privacy, trespass and conversion against iHire based on the alleged sending of the 16 facsimiles.

60. In response to the State Action, iHire filed a motion to dismiss plaintiff David MacFadyen for lack of personal jurisdiction and answered the complaint on behalf of iHire, Inc.

61. On or about September 30, 2004, USFLC amended its complaint in the Federal Action to add claims relating to an additional 119 facsimiles allegedly sent by iHire, including the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements, some of which were already the subject of the State Action.

62. Boston Market's failure to review and assess facsimiles received from iHire to ensure that they were indeed unsolicited is further evidenced by the fact that of the 38 facsimiles allegedly sent to Boston Market by iHire and included in the Federal Action, 4 of the facsimiles were sent to a telephone number in Michigan and 5 of the facsimiles were duplicate facsimiles.

63. On February 17, 2005, the Arapahoe County District Court granted iHire's motion to dismiss David MacFadyen in the State Action.

64. On or about March 18, 2005, USFLC filed a motion to dismiss the remaining claims in the State Action.

65. iHire has incurred expenses, including but not limited to labor expended by its employees and officers, attorney fees and litigation costs in order to defend against both the State Action and the Federal Action filed by USFLC as a direct and proximate result of Boston Market having provided the Alleged Facsimile Advertisements to USFLC without advising USFLC that Boston Market had given iHire prior express invitation or permission to send the Alleged Facsimile Advertisements and that an established business relationship existed between iHire and Boston Market.

FIRST CLAIM FOR RELIEF
(Negligence)

66. The allegations of paragraphs 1 through 65 are incorporated herein by reference.

67. Pursuant to the Assignment, Boston Market affirmatively agreed:

a. To appoint one or more of its agents or employees to review any facsimiles received before forwarding them to USFLC;

b. To review each facsimile received to make sure that they were indeed unsolicited advertisements and not the result of a commercial relationship, prior express invitation or permission or an established business relationship;

c. To provide USFLC with only facsimiles that are not the result of express invitation or permission or an established business relationship.

68. Based on the Assignment, Boston Market represented and warranted to USFLC that it would only forward facsimiles that were unsolicited advertisements and were not received by Boston Market without its prior express invitation or permission.

69. Boston Market had an affirmative duty to review and assess all facsimile advertisements received, including facsimiles received from iHire, and to only provide USFLC with those facsimiles that constituted unsolicited advertisements as defined under the TCPA and applicable law interpreting the TCPA.

70. Based on the Assignment, Boston Market knew or reasonably should have known that USFLC intended to rely on Boston Market's determination as to whether the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements received and assigned were unsolicited advertisements as defined in the TCPA and that USFLC intended to file lawsuits against the senders of such facsimiles, including iHire, asserting claims for violation of the TCPA and other consumer protection statutes.

71. Based on the Assignment, Boston Market also knew or reasonably should have known that if it provided USFLC with facsimiles sent by iHire that were not unsolicited advertisements as defined in the TCPA, iHire would be forced to defend in litigation initiated by USFLC.

72. Accordingly, Boston Market owed an affirmative duty of care to iHire to review and assess all facsimiles sent by iHire to Boston Market prior to providing them to USFLC and to only provide USFLC with those facsimiles that constituted unsolicited advertisements under the TCPA and applicable law interpreting the TCPA.

73. Boston Market breached its duty of care to iHire by negligently reviewing and assessing the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements and providing USFLC with facsimiles sent by iHire to Boston Market that were not unsolicited advertisements as defined under the TCPA.

74. iHire has incurred and will continue to incur damages, including but not limited to labor expenses, attorney fees and litigation costs in defending against the State Action and the Federal Action in an amount to be established at trial.


75. Boston Market's negligence in reviewing and assessing the Alleged Facsimile Advertisements and the Additional Alleged Facsimile Advertisements and providing USFLC with facsimiles that were not unsolicited advertisements as defined under the TCPA are the direct and proximate cause of iHire's damages.

WHEREFORE, iHire requests the following relief:

- A. For judgment on its First Claim for Relief against Boston Market for iHire's damages in an amount to be determined at trial;
- B. For prejudgment and post-judgment interest on all damages awarded, plus costs, attorney fees and expert witness fees;
- C. For such further and different relief as the Court may deem just and proper.

Dated this 23rd day of March 2005.

LOWE, FELL & SKOGG, LLC


By: Original Signature of Karen L. Brody on file

Karen L. Brody, No. 27215
Brandee L. Caswell, No. 30706
370 17th Street, Suite 4900
Denver, Colorado 80202
Telephone: (720) 359-8200

ATTORNEYS FOR PLAINTIFFS

A duly signed physical copy of this document is on file at the office of Lowe, Fell & Skogg, LLC pursuant to CRCP Rule 121, Section 1-26(9)

Plaintiff's Address

38 S. Market Street
Frederick, Maryland 21701

ASSIGNMENT

This Assignment Agreement ("Agreement") is executed as of the 31 day of October, 2003, by and between USA Tax Law Center, Inc., a/k/a U.S. Fax Law Center, Inc. ("USFLC" or "Assignee") and Boston Market Corporation, a Delaware Corporation headquartered in Golden, Colorado ("Boston" or "Assignor"), for the purposes and considerations set forth below.

Whereas; Assignee is in the business of soliciting and taking assignments of unsolicited fax advertisements and any and all attendant rights and claims available under 47 U.S.C. §227 and/or C.R.S. §6-1-702 (and similar statutes in States other than Colorado), and their respective successor provisions, if any (together, the "Applicable Laws"), prohibiting or regulating the distribution of unsolicited advertisements via facsimile transmission (the "Facsimile Advertisements"); and

Whereas, Assignor Boston Market Corporation is a wholly owned subsidiary of McDonald's Corporation and operates approximately 650 company-owned restaurants nationwide in 28 states, and has agreed to assign to Assignee its unsolicited fax advertisements as well as any rights and/or claims to which it may be entitled under the Applicable Laws with respect to certain Facsimile Advertisements it receives, in exchange for the undertakings of Assignee described herein,

Now therefore, for and in consideration of the mutual covenants, promises and undertakings set forth herein, the undersigned parties agree as follows:

1. Assignment. The undersigned Boston does hereby assign, sell, transfer, and assign all right, title, and interest, without recourse, in and to any and all unsolicited facsimile transmissions it receives or has received, as well as any and all attendant rights in connection with the Telephone Consumer Protection Act and any similar consumer protection statutes, to USA TAX LAW CENTER, INC., d/b/a U.S. FAX LAW CENTER, INC. ("USFLC").
2. Consideration. In consideration of this assignment, USAFLC agrees to and shall pay the sum of Seventy-five Dollars (\$75.00) to assignor for each fax which USAFLC successfully processes and upon which it realizes a dollar recovery. (Possible revision of this rate shall be discussed between the parties when the volume of faxes supplied by Boston to USFLC in jurisdictions in which USFLC is operating regularly exceeds 7,500 per month).
3. Amounts Payable to Assignor. Not later than the tenth (10th) day of each calendar month, Assignee shall pay to Assignor, without reduction, setoff or counterclaim, an amount equal to Seventy-Five and No/100 US Dollars (\$75.00USD) for each Unsolicited Facsimile Advertisement in connection with which Assignee has received payment during the immediately preceding calendar month. Assignor shall have the right to audit the books and records of Assignee within ninety (90) days after the due date of any payment due or claimed by Assignor to be due hereunder, in order to ensure the accuracy of the calculations giving rise to such payment (or non-payment, as applicable), and Assignee shall make all information relevant thereto available to Assignor for inspection or copying during regular business hours at Assignee's office in Arapahoe County, Colorado. If such audit reveals Assignor was underpaid, Assignee will immediately pay to Assignor the amount of the underpayment, and if the subject underpayment shall be equal to or greater than five percent (5%) of the payment actually due to Assignor, Assignee will pay all costs associated with Assignor's performance of

the audit. The terms of this Section 3 shall survive the expiration or termination of this Agreement indefinitely.

4. USAFLC's Discretion. USAFLC shall pursue letter demand(s) and suit(s) upon illegal transmissions of Facsimile Advertisements assigned hereunder in its sole discretion as it deems appropriate, the parties each realizing that not all faxes are capable of resulting in a recovery because of various reasons including, but not limited to, inability to identify or locate the sender(s) or because of prior or ensuing global settlements, the financial condition of the sender(s), or for other factors which USAFLC cannot control.

5. Unsolicited Status & Fax Ownership. Assignor represents and warrants to Assignee that any Unsolicited Facsimile Advertisements forwarded by Assignor to Assignee will, in each instance, to the best of Assignor's knowledge, (i) have been received on a facsimile machine located in or on a premises operated by Assignor in connection with the conduct of its business, (ii) be a true copy of the Facsimile Advertisement received by Assignor, and (iii) not have been solicited or authorized in advance by Assignor, i.e. shall have been received by Assignor without its prior express invitation or permission.

6. Execution Of Affidavit(s) And Documents. Assignor shall sign, if requested, one or more affidavits reasonably acceptable to Assignor that neither it nor its personnel have given express permission for the transmission to it of fax advertisements, as well as any other document(s) reasonably necessary to effectuate the intent of this agreement.

7. Assignor's Representative. Assignor shall, from time to time by written notice to Assignee, appoint one or more of its agents or employees to review Facsimile Advertisements it receives ("Assignor's Representative(s)") before forwarding them to Assignee. Faxes shall be reviewed to make sure they are indeed junk advertisements and not those involving valued commercial relationships; following training by Assignee of Assignors personnel, the faxes shall be sorted for those that are immediately actionable and those that are not. All unwanted or unsolicited faxed advertisements for states in which Assignee is operating shall be turned over to USFLC, including those deemed not immediately actionable. All others shall be stored or warehoused by Assignor and turned over to Assignee as it enters or commences operations within a given state. Faxes will be in either hard copy or electronic formats, as agreed to between the parties and dependent upon the volume thereof. In the event it shall be necessary for Assignee to designate a representative of Assignor for purposes of providing testimony or other information regarding any one or more Facsimile Advertisements, Assignee shall designate only the Assignor's Representative(s) most recently identified to Assignee as set forth above, to provide the same, unless (a) otherwise required by law or order of any judicial body of competent jurisdiction, (b) otherwise agreed by the parties, or (c) said Representative is unable to give competent, relevant and admissible testimony or information.

8. Assignee's Expanded Operations. USFLC currently operates in Colorado and is preparing to expand into other Jurisdictions. When and as it does so, at a time solely within the discretion of the Board of Directors of USFLC in its sole and independent judgment, it shall review all faxes of Assignor accumulated to date as provided above which may be actionable within said jurisdiction and shall undertake to pursue in its

discretion, as provided above, recovery upon those faxes it deems worthy of pursuit within each of said jurisdictions in which it commences operations.

9. Without Recourse. Assignee acknowledges that all assignment(s) made hereunder are and shall be deemed to be "without recourse."

10. Assignee's Employed Agents. Assignee anticipates hiring one or more law firms or collection agencies to assist in processing its assigned faxes. In connection therewith, any agreement between Assignee and any such law firm or collection agency shall, *inter-alia*, contain provisions that:

i. for purposes of said agreement the client(s) are deemed to include USAFLC, its officers and agents and any and all assignors of faxes to USAFLC which USAFLC submits to said firm, and

ii. a provision that said law firm or collection agency specifically represents it has in place and shall maintain in place professional liability coverage in the minimum aggregate amount of One Million Dollars (\$1,000,000.00).

iii. a provision that said Firm(s) shall defend on any counterclaim against USAFLC or any third party claim against any Assignor of junk faxes to USAFLC, so long as any such claim has a reasonable nexus to the junk fax itself, or the laws attendant thereto.

11. Term. The term of this Agreement shall be for one year. It shall automatically renew for successive one year periods unless prior written notice of intent to not renew is delivered at least ninety (90) days prior to the expiration of the then current term. Faxes delivered within any given term are deemed to be unconditionally assigned hereunder, other than for the payment obligation(s) set forth above.

In Witness whereof, the parties have set their hands.

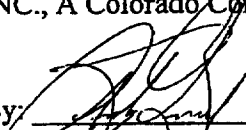
ASSIGNOR:

ASSIGNEE:

BOSTON MARKET CORPORATION,
A Delaware Corporation,

USA TAX LAW CENTER, INC.,
d/b/a U.S. FAX LAW CENTER,
INC., A Colorado Corporation

By: 
Name/Signature

By: 
Ed Ott, Vice President

J. RANDAL MILLER
Name/Printed

8200 So. Quebec St., Suite A-3185
Englewood, CO 80112
Phone: 303.949.4118
303.471.8558

Sr. V.P.
Title

14103 Denver West Pleny.
Address

Golden, CO 80401
City, State & Zip

Phone:

Fax Machine Number(s):
See Separate Schedule

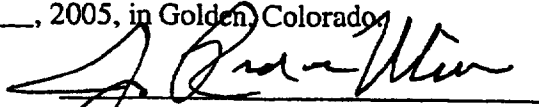
AFFIDAVIT OF J. RANDAL MILLER

COMES NOW J. Randal Miller, first being sworn, who doth state as follows:

1. I am an officer of Boston Market Corporation
2. I am generally familiar with the receipt and control of incoming faxes to the company.
3. The fax advertisement(s) from IHire, Inc., identified as Bates/Client File #COBOM002791, COBOM002792, COBOM002793, COBOM002794, COBOM002023, COBOM002024, COBOM004399, COBOM004775, COBOM005412, COBOM005413, COBOM005414, COBOM005415, COBOM005416, COBOM005417, COBOM005418, COBOM006791, COBOM006792, COBOM007693, COBOM007694, COBOM007695, COBOM000166, COBOM000164, COBOM000165, COBOM000167, COBOM000168, COBOM000169, COBOM000170, COBOM002021, COBOM002022, COBOM002790, COBOM008933, COBOM008934, was/were received on one of our fax machines as a facsimile transmission.
4. I have at no time given permission to IHire, Inc., or anyone on its behalf, to fax to me or Boston Market Corporation, advertisement about anything. To the best of my knowledge, no other employee of Boston Market Corporation that has the authority to give such permission has done so.
5. Boston Market Corporation has assigned all right, title, and interest in its junk faxes to US Fax Law Center, and periodically sends accumulated junk faxes to the US Fax Law Center.
6. Boston Market Corporation considers such faxes to be junk or unsolicited fax advertisements.
7. FURTHER AFFIANT SAYETH NOT.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing statements are true and correct.

Executed this 3rd day of February, 2005, in Golden, Colorado.



J. Randal Miller

J. Randal Miller
Print

EXHIBIT B