

Judge Says TruGreen Can Keep Callin'



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I just won another 3-day, 2-night vacation to the Bahamas. I think it's the fourth or fifth such vacation I've won these past three months. I'm not sure when I will be able to take them. It doesn't matter; I'm in no hurry. My plan is to wait until I've accumulated five or six more of these "all expenses paid" vacations and turn them into a 2-week, sun-splashed, margarita-sippin' adventure.

OK, enough of the sarcasm. I don't do it well, my wife Vicky reminds me, so I'll get to the point.

The vacations I am promised are unsolicited pre-recorded telemarketing calls—robocalls. I get the same woman's voice, same offer about every two weeks or so. That I get them on my cell phone surprises me as I use that phone number almost exclusively for business. I don't use that phone to enter contests, buy products or anything else that would suggest I would bite on a pre-recorded vacation pitch.

Those robocalls came to mind recently when I [read an article appearing on legalnewsline.com](#). The gist of the article is that a Tennessee federal judge ruled against a class action suit filed by a Memphis woman who claimed that, in spite of asking TruGreen not to contact her with any more contract offers, the company, using an automatic dialing system, continued to call. The woman had been a previous TruGreen customer. She based part of her complaint on the fact that her telephone number was on the [national do-not-call registry](#).

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Technically, the judge ruled in favor of a waiver in her expired contract. That contract contained language that permitted TruGreen to continue to contact her regarding current and possible future services. It also included a class action waiver that prohibited her from engaging in a class action against the company, requiring arbitration for the settlement of any disputes. The judge's finding for arbitration, in effect, quashed the suit.

The law is the law and a contract is a contract; this I appreciate. Nevertheless, I feel empathy for the woman. Did she understand just what was meant by the arbitration clause? I'm not sure I fully understand what it means... and that's *after* reading the article on legalnewsline.com.

Even so, it seems to me that TruGreen (It could be any telemarketing company attempting to reconnect with a previous customer.) should have respected the woman's decision not to be bothered by robocalls—out of courtesy if for no other reason.