

1  
2 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
3 THIRD JUDICIAL DISTRICT AT ANCHORAGE

4  
5 **STATE OF ALASKA,**

6 **Plaintiff,**

7 **v.**

8 **YELLOW PAGES, INC.,**  
9 **d/b/a www.YellowPagesInc.com,**  
10 **ELECTRONIC DIRECTORIES**  
11 **COMPANY, LLC, and JOHN WURTH**

12 **Defendants.**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

Case No. \_\_\_\_\_

13 **CONSENT JUDGMENT**

14 Plaintiff, State of Alaska, by and through its Attorney General, David Márquez, and the  
15 Office of the Attorney General (“The State”), has filed its Complaint for permanent  
16 injunction and other relief pursuant to and alleging violations of the Alaska Unfair Trade  
17 Practices and Consumer Protection Act, AS 45.50.471 et seq. It appearing to this Court  
18 that Plaintiff and Defendants YELLOW PAGES, INC., a Nevada corporation, d/b/a  
19 www.YellowPagesInc.com, ELECTRONIC DIRECTORIES COMPANY, LLC, a  
20 California limited liability company, and JOHN WURTH, have resolved the matters in  
21 controversy between them and have consented to the terms of this judgment and good  
22 cause having been shown, the Court hereby enters this Consent Judgment, as follows:  
23  
24  
25  
26

DEPARTMENT OF LAW  
OFFICE OF THE ATTORNEY GENERAL  
ANCHORAGE BRANCH  
1031 W. FOURTH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 269-5100

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

I.

ALLEGATIONS

The State of Alaska alleges that Defendants violated the Alaska Unfair Trade Practices and Consumer Protection Act (“Consumer Protection Act”), AS 45.50.471 et seq., by sending solicitation forms to consumers in Alaska consisting of a check; that the check was made out to the individual, small business or non-profit to whom it was sent; that the check was part of what was described as an “instant cash back offer;” that the front of the check was devoid of any indication that the mailing was an offer for services or that by cashing the check, the consumer was contracting for services; that where there was an indication that the check might be more than it appeared on the surface, the information provided was vague and sketchy; that on the back of the check and on a separate disclosure statement, the solicitations contained disclosures regarding the services offered, the terms on which they would be provided, and the consequences of endorsing the check, but that the placement of the disclosures on the back of the check and on the disclosure statements in lengthy paragraphs of small print made them inconspicuous; and that the check was misleading.

The State of Alaska alleges that Defendants also violated the Consumer Protection Act by sending renewal notices to consumers to solicit payment of money, which notices the State of Alaska alleges reasonably could have been considered a bill, invoice or statement of account due, without providing disclosures allegedly required by

1 law under the Postal Reorganization Act, 39 U.S.C. section 3001 (d), and the Domestic  
2 Mail Manual (DMM) section CO31, parts 1.1 – 1.6.

3  
4 **II.**

5 **DEFINITIONS**

6 1. “YPI” means YELLOW PAGES, INC., a Nevada corporation, d/b/a  
7 www.YellowPagesInc.com, its employees, officers, directors, agents, successors,  
8 assignees, affiliates, merged or acquired predecessors, parent or controlling entities, and  
9 all other persons or entities acting in concert or participation with it.

10  
11 2. “EDC” means Electronic Directories Company, LLC, a California  
12 limited liability company, its employees, officers, directors, agents, successors, assignees,  
13 affiliates, merged or acquired predecessors, parent or controlling entities, and all other  
14 persons or entities acting in concert or participation with it.

15  
16 3. “PRIOR CUSTOMERS” means all Alaska businesses, organizations  
17 and other persons that cashed one or more of YPI or EDC’s check solicitations prior to  
18 entry of this Consent Judgment.

19  
20 4. “PRIOR PAYING CUSTOMERS” is the subset of “PRIOR  
21 CUSTOMERS” that cashed one or more of YPI or EDC’s check solicitations prior to the  
22 entry of this Consent Judgment and made a payment of any amount to YPI or EDC or a  
23 collection agency for the services described in such YPI/EDC check solicitations.

24  
25  
26  
DEPARTMENT OF LAW  
OFFICE OF THE ATTORNEY GENERAL  
ANCHORAGE BRANCH  
1031 W. FOURTH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 269-5100

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**III.**  
**STIPULATIONS**

The parties wish to make the following stipulations and agree to the entry of this Consent Judgment.

1. This Court has jurisdiction of the subject matter of this case and of the parties consenting hereto.

2. Venue is proper as to all parties in the Third Judicial District in Anchorage, State of Alaska.

3. Pursuant to AS 45.50.501, Plaintiff is the enforcing authority for violations of the Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq. and is authorized to seek injunctive and other statutory and civil relief pursuant to that Act in superior court.

4. The Complaint states a claim upon which relief may be granted against Defendant under the Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq.

5. Defendants have, by signature of their counsel hereto, waived any right to appeal, petition for certiorari, or move to reargue or rehear this judgment and order.

6. Entry of this Consent Judgment is in the public interest.

1  
2 7. The parties have previously entered into a Settlement Agreement  
3 regarding the issues set forth in this Consent Judgment. It is stipulated that this Consent  
4 Judgment subsumes the Settlement Agreement and constitutes a full and final resolution  
5 between the State, YPI, EDC, JOHN WURTH and all existing or former owners, officers,  
6 directors and/or employees of YPI and EDC of all claims arising out of or related to  
7 YPI/EDC's check solicitation and/or check solicitation renewal forms including the  
8 claims specifically asserted in the State's Complaint.  
9

10 8. YPI and EDC represent and warrant that their collection agency  
11 (commonly known as Continental Recovery Service ("CRS")) was not involved in the  
12 design or implementation of the check solicitation program, that they have instructed CRS  
13 to cease all collection activity arising out of the check solicitation program, and CRS has  
14 confirmed that it has in fact discontinued all such activities. Based upon those  
15 representations and warranties, it is further stipulated that this Consent Judgment  
16 constitutes a full and final resolution between the State and CRS, and CRS's existing or  
17 former owners, officers, directors, employees, agents and servants, of all claims and  
18 collection efforts arising out of the form of YPI/EDC's check solicitation and/or check  
19 solicitation renewal forms; provided however, for the avoidance of doubt, the foregoing  
20 shall not release any claims against such collection agency that do not expressly arise  
21 from the form of YPI/EDC's check solicitation (e.g., claims of unfair debt collection  
22 practices not dependent on the form of the solicitation itself or claims that CRS did not  
23 comply with licensing, registration or bonding requirements). Additionally, CRS will not  
24  
25  
26



1 which, when cashed or deposited by the consumer, purports to obligate the consumer to  
2 pay for any of Defendants' goods or services.

3  
4 B. Engaging in any collection effort, either directly or by third party  
5 collection agency, against any PRIOR CUSTOMER for YPI or EDC's services that are  
6 the subject of the terms of the agreement arising out of such PRIOR CUSTOMER's  
7 deposit of a YPI or EDC check solicitation;

8  
9 C. Utilizing or attempting to enforce any form of automatic renewal of  
10 contracts as to any PRIOR CUSTOMER based on the terms of YPI or EDC's check  
11 solicitation, or failing to provide that any renewal of contracts arising out of YPI or  
12 EDC's check solicitation is to be done by allowing the customer to "opt in" to the  
13 renewal, as opposed to "opting out."

14  
15 D. Sending a renewal notice to, or otherwise attempting to renew the  
16 purported contracts of, any PRIOR CUSTOMER who is not also a PRIOR PAYING  
17 CUSTOMER.

18  
19 E. Sending a renewal notice or renewal form in connection with any  
20 agreement arising out of the YPI/ED check solicitation (hereinafter, a "Check Solicitation  
21 Renewal Form") to a PRIOR PAYING CUSTOMER which does not comply with the  
22 Postal Reorganization Act, 39 U.S.C. section 3001 (d), and Domestic Mail Manual  
23 (DMM) section CO31, parts 1.1. – 1.6. For the purpose of sending renewal notices to  
24 PRIOR PAYING CUSTOMERS in connection with YPI/EDC check solicitations only,  
25 and for the purpose of this negotiated settlement only, a Check Solicitation Renewal  
26

1 Notice substantially in the form of the renewal notice attached as Exhibit A, will be  
2 deemed to be in compliance with the Postal Reorganization Act, 39 U.S.C. section 3001  
3 (d), the Domestic Mail Manual (DMM) section CO31, parts 1.1 – 1.6.

4  
5 F. The restrictions in paragraphs B through E relate to business arising  
6 out of the use of the check solicitation, and not other business.

### 7 8 **RESTITUTION**

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that a  
10 mandatory injunction shall be issued against Defendants YPI and EDC and their  
11 employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired  
12 predecessors, parent or controlling entities, and all other persons acting in concert or  
13 participation with them, requiring the following:

14  
15 A. If, as of the date of this Consent Judgment, any PRIOR CUSTOMER  
16 has not paid for YPI or EDC's services such PRIOR CUSTOMER shall be deemed by  
17 YPI and EDC to have canceled any purported contract with YPI or EDC, and shall be  
18 canceled out of billing.

19  
20 B. If YPI or EDC has received or learned about a complaint from any  
21 PRIOR PAYING CUSTOMER before the date of filing of this Consent Judgment,  
22 whether from the customer directly or through any state or Federal agency or entity such  
23 as the Better Business Bureau or third party collection agency, to the extent YPI or EDC  
24 has not previously made a refund, YPI and EDC shall, within thirty days from the date of  
25 this Consent Judgment, pay a refund of any sums paid by said customer in connection  
26

1 with the applicable YPI/EDC check solicitation and related agreement, less the amount of  
2 the check cashed by the consumer, and cancel the contract for such customer.  
3

4 C. If YPI or EDC receive a complaint from any PRIOR PAYING  
5 CUSTOMER which is made within 60 days after the date of filing of this Consent  
6 Judgment, whether from the customer directly or through any state or Federal agency or  
7 entity such as the Better Business Bureau, to the extent YPI or EDC has not previously  
8 made such refund, YPI and EDC shall, within 30 days of receipt of the complaint, pay a  
9 refund of any sums paid by said customer in connection with the applicable YPI/EDC  
10 check solicitation and related agreement, less the amount of the check cashed by the  
11 consumer, and cancel the contract for such customer.  
12

13 D. If YPI or EDC has received or learned about a complaint from a  
14 customer in connection with a Check Solicitation Renewal Form before the date of filing  
15 of this Consent Judgment, or if YPI or EDC receive a complaint from a customer in  
16 connection with a Check Solicitation Renewal Form which is made within 60 days after  
17 the date of filing of this Consent Judgment, whether from a customer directly or through  
18 any state or Federal agency or entity such as the Better Business Bureau, to the extent YPI  
19 or EDC has not previously made such refund, YPI and EDC shall, within 30 days of the  
20 date of this Consent Judgment, or within 30 days of receipt of the complaint, which ever  
21 is later, pay a refund of any sums paid by said customer in connection with the Check  
22 Solicitation Renewal Form and cancel the applicable contract for such customer.  
23  
24

25 E. YPI and EDC shall prepare a report containing the name, address and  
26

1 phone number of all complaining consumers under paragraphs B through D above, the  
2 date the complaint was received, and the date and amount refunded for all complaining  
3 consumers in Alaska and deliver it to counsel for the State within 120 days after the date  
4 of filing of this Consent Judgment.  
5

6 F. YPI and EDC represent and warrant that they have not reported  
7 adverse credit information about any PRIOR CUSTOMER in connection with YPI/EDC's  
8 check solicitation to any credit reporting agency and that they have been informed by CRS  
9 that CRS also has not reported adverse credit information about any PRIOR CUSTOMER  
10 in connection with YPI/EDC's check solicitation to any credit reporting agency.  
11

12 **V.**

13 **ACKNOWLEDGMENT OF RECEIPT OF CONSENT JUDGMENT**  
14  
15 **BY DEFENDANTS' AGENTS**

16 **IT IS FURTHER ORDERED** that, within five (5) business days after  
17 receipt by Defendants of this Consent Judgment as entered by the Court, each officer,  
18 director, and each individual serving in a management capacity of Defendant YPI and  
19 EDC, shall submit to counsel for the State a truthful sworn statement, in the form shown  
20 on Exhibit B to this Consent Judgment, that shall acknowledge receipt of this Consent  
21 Judgment.  
22

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**VI.**

**DISTRIBUTION OF CONSENT JUDGMENT BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, for a period of three (3) years from the date of entry of this Consent Judgment, Defendants shall:

A. Provide a copy of this Consent Judgment to, and obtain a signed and dated acknowledgment of receipt, or proof of service, from each officer, director, and each individual serving in a management capacity, whether designated as employees, consultants, independent contractors, or otherwise, immediately upon employing or retaining any such persons, for any business where Defendants are the majority owner of the business or directly or indirectly manage or control the business, and where the business uses solicitation checks; and

B. Maintain and, upon reasonable notice, make available to counsel for the State, the original signed and dated acknowledgments of the receipt, or proof of service, of copies of this Consent Judgment, as required in Subsection (A) of this Paragraph.

**VII.**

**RECORDKEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of three (3) years from the date of entry of this Consent Judgment, in connection with any business where Defendants are the majority owner of the business or directly or indirectly manage or control the business, and where the business uses solicitation checks, Defendants are

1  
2 hereby restrained and enjoined from failing to create, and from failing to retain for a  
3 period of three (3) years following the date of such creation, unless otherwise specified,  
4 the following records:

5           A. Books, records, and accounts that, in reasonable detail, accurately  
6 and fairly reflect the cost of goods or services sold, revenues generated, and the  
7 disbursement of such revenues;  
8

9           B. Records accurately reflecting: the name, address, and telephone  
10 number of each person employed by such business, including independent contractors;  
11 that person's job title or position; the date upon which the person commenced work; and  
12 the date and reason for the person's termination, if applicable. The businesses subject to  
13 this Paragraph shall retain such records for any terminated employee for a period of two  
14 (2) years following the date of termination;  
15

16           C. Records containing the names, addresses, phone numbers, dollar  
17 amounts paid, quantity of items and services purchased, and description of the items and  
18 services purchased, for all consumers to whom such business sold, invoiced, or shipped  
19 any goods and services;  
20

21           D. Records that reflect, for every consumer complaint or refund request  
22 known to have been received:

23           1. The consumer's name, street address, telephone number, and  
24 dollar amount paid by the consumer;  
25  
26

1  
2 2. The complaint or refund request, if any, and the date of the  
3 complaint or refund request;

4 3. The basis of the complaint, if any, including the name of any  
5 employee or agent complained against, and the nature and result of any investigation  
6 conducted concerning the complaint;

7 4. Each response by Defendants and the date of the response;

8 5. Any final resolution and the date of the resolution; and

9 6. In the event of a denial of a refund request, the reason for the  
10 denial.  
11

12  
13 E. Copies of all advertisements, solicitations or other marketing  
14 materials used by Defendants; *provided* that copies of all advertisements, solicitations or  
15 other marketing materials utilized shall be retained for three (3) years after the last date of  
16 dissemination of any such materials.  
17

18 **VIII.**

19 **STATE'S AUTHORITY TO MONITOR COMPLIANCE**

20 **IT IS FURTHER ORDERED** that counsel for the State is authorized to  
21 monitor Defendants' compliance with this Consent Judgment by all lawful means,  
22 including, but not limited to, the following:  
23

24 A. For a period of three (3) years from the date of entry of this Consent  
25 Judgment, counsel for the State is authorized, without further leave of court, to obtain  
26

1  
2 discovery from any person in the manner provided by the Alaska Rules of Civil  
3 Procedure, and AS 45.50.495, for the purpose of monitoring Defendants' compliance with  
4 any provision of this Consent Judgment;

5 B. Counsel for the State is authorized to use representatives posing as  
6 consumers or suppliers to Defendants, Defendants' employees, or any other entity  
7 managed or controlled in whole or in part by Defendants, without the necessity of  
8 identification or prior notice; and

9  
10 C. Nothing in this Consent Judgment shall limit the State's lawful use of  
11 compulsory process to determine whether Defendants have violated any provision of this  
12 Consent Judgment or AS 45.50.471 et seq.

13  
14 **IX.**

15 **ACCESS TO BUSINESS PREMISES**

16 **IT IS FURTHER ORDERED** that, for a period of three (3) years from the  
17 date of entry of this Consent Judgment, for the purpose of further determining compliance  
18 with this Consent Judgment, Defendants shall permit counsel for the State, within four (4)  
19 business days of receipt of written notice from counsel for the State:

20  
21 A. Access during normal business hours to any office or facility storing  
22 documents of any business where Defendants are the majority owner of the business or  
23 directly or indirectly manage or control the business, and where the business uses  
24 solicitation checks. In providing such access, Defendants shall permit counsel for the  
25 State to inspect and copy all unprivileged documents relevant to any matter contained in  
26

1 this Consent Judgment; and shall permit counsel for the State to remove such documents  
2 relevant to any matter contained in this Consent Judgment for a period not to exceed two  
3 (2) business days so that the documents may be inspected, inventoried, and copied; and  
4

5 B. To interview the owners, officers, directors, and employees,  
6 including all personnel involved in responding to consumer complaints or inquiries, and  
7 all sales personnel, whether designated as employees, consultants, independent  
8 contractors or otherwise, of any business to which Subsection (A) of this Paragraph  
9 applies, concerning matters relating to compliance with the terms of this Consent  
10 Judgment. The person interviewed may have counsel present, and counsel for Defendants  
11 may be present as well.  
12

13  
14 **X.**

15 **PAYMENT TO THE STATE**

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the  
17 State of Alaska shall have judgment against YPI and EDC, jointly and severally, in the  
18 amount of FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) as a payment to the state  
19 for costs and attorneys fees in bringing this action and for consumer education and  
20 enforcement as directed by the Attorney General. This amount has been paid by YPI and  
21 EDC through a payment to the Office of the District Attorney of Orange County,  
22 California. The Office of the District Attorney of Orange County shall distribute to the  
23 State this amount, payable to the State of Alaska, within 30 days of entry of this Consent  
24 Judgment.  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**XI.**

**GUARANTEE**

By his signature below, JOHN WURTH guarantees the payment by YPI and EDC of the obligation to pay refunds to consumers as outlined in Section IV and the obligation to pay to the State of Alaska the amounts set forth in Section X of this Consent Judgment. In the event of default by YPI or EDC of any payment obligation due under Sections IV and X, JOHN WURTH shall pay within 5 days of default by YPI or EDC, the amounts owed to consumers and to the State of Alaska. This guarantee shall remain in full force and effect until all amounts payable under Sections IV and X have been fully paid. If amounts remain unpaid for 10 days after JOHN WURTH has been sent a notice, by regular mail, of any amounts remaining payable under Sections IV and X, the court may enter judgment against JOHN WURTH, for the remaining amounts owed under the sections. Notice of the amounts remaining payable may be mailed to JOHN WURTH at 631 S. Manchester Ave., Anaheim, California 92802.

**XII.**

**RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for the purpose of enabling the parties to apply to the Court at any time for such further orders and directives as may be necessary or appropriate for the interpretation or modification of this Consent Judgment, for the enforcement of compliance therewith, or for the punishment of violations thereof.

DEPARTMENT OF LAW  
OFFICE OF THE ATTORNEY GENERAL  
ANCHORAGE BRANCH  
1031 W. FOURTH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 269-5100

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**XIII.**

**COMPLETE SETTLEMENT**

The parties hereby consent to entry of the foregoing Consent Judgment which shall constitute a final judgment and order in this matter. The parties further stipulate and agree that the entry of the foregoing Consent Judgment shall constitute a full, complete and final settlement of this action.

**APPROVED AS TO FORM AND SUBSTANCE.**

For Plaintiff:

DAVID W. MÁRQUEZ  
ATTORNEY GENERAL

Date: 4-24-06

By:   
\_\_\_\_\_  
Julia Coster  
Assistant Attorney General  
Alaska Bar No. 8703006  
1031 W. 4<sup>th</sup> Avenue, Suite 200  
Anchorage, Alaska 99501  
(907) 269-5200  
(907) 276-8554 (Facsimile)  
Attorney for State of Alaska

For Defendants:

YELLOW PAGES, INC.

Date: 4-19-2006

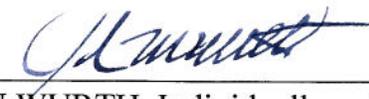
By:   
John Wurth, President  
Yellow Pages, Inc.

ELECTRONIC DIRECTORIES COMPANY,  
LLC

Date: 4-19-2006

By:   
John Wurth, Managing Member  
Electronic Directories Company, LLC

Date: 4-19-2006

By:   
JOHN WURTH, Individually and as  
Guarantor

FORM APPROVED:

Date: 4/24/06

By:   
Richard N. Ullstrom  
Routh Crabtree, apc  
3000 A Street, Suite 200  
Anchorage, Alaska 99503  
(907) 222-4300  
(425) 283-5955 (Facsimile) <sup>RNU</sup> 907-222-4396  
Alaska Bar No. 8811204  
Attorney for Defendants

**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
SUPERIOR COURT JUDGE

EXHIBIT A



**Yellow Pages, Inc.**  
 P.O. Box 60007  
 Anaheim, CA 92812-6007  
**888.333.0050**

YELLOW PAGES, INC.

**RENEWAL NOTICE**  
**Yellow Page Advertisement**

DATE	CUSTOMER #	DUE DATE

DESCRIPTION	AMOUNT
<p><b>THIS IS NOT AN INVOICE. THIS IS AN OFFER TO RENEW YOUR ADVERTISING WITH YPI. YOU ARE UNDER NO OBLIGATION TO PAY FROM THIS NOTICE UNLESS YOU WANT TO RENEW.</b></p>	

©Copyright Protected 1996, 1999, 2000, 2001, 2002, 2003 Yellow Pages, Inc. All rights reserved.  
 YP-R-AD-CHK-0400

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

<input type="checkbox"/> My check is enclosed -- Make payable to YELLOW PAGES, INC. <input type="checkbox"/> Bill me P.O.# _____ <input type="checkbox"/> Charge my Credit Card <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Card# _____ Exp. _____	RENEWAL AMOUNT \$
	RENEWAL NOTICE FOR ENHANCED LISTING
<p><b>Authorizing Signature</b>  <b>X</b></p> <p><small>This applicant hereby requests the advertising described above to be placed in the Yellow Pages, Inc. Business Directory and acknowledges having read, understood and agreed to the terms and conditions on the reverse side of this order form. The signatory grants permission to pre-authorized debit entries (and to initiate credit entries) to the same checking, savings, or credit card account used in payment of the current transaction. ORDER FORMS RECEIVED WITH SIGNATURE BUT WITHOUT PAYMENT WILL BE INVOICED.</small></p> Print Name _____ Title _____	<p><b>Yellow Pages, Inc.</b>                  P.O. Box 60007                  Anaheim, CA 92812-6007</p>

**888.333.0050**



YELLOW PAGES, INC.  
 YP-R

207414 LTR17015\_Tuesday, April 11, 2006 12:10:34

BLACK FPO Stub Holes

MAGENTA

**EXHIBIT B**

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,

Plaintiff,

v.

YELLOW PAGES, INC.,  
d/b/a www.YellowPagesInc.com,  
ELECTRONIC DIRECTORIES  
COMPANY, LLC, and JOHN WURTH

Defendants.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

Case No. \_\_\_\_\_

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, hereby state and affirm as follows:  
[Name]

1. My name is \_\_\_\_\_, and I hold the position of \_\_\_\_\_ of Yellow Pages, Inc. (or Electronic Directories, LLC).
2. On \_\_\_\_\_, I received a copy of the Judgment, which was signed by the Court on \_\_\_\_\_, 2006. A true and correct copy of the Judgment I received is appended to this Declaration.
3. I declare under penalty of perjury under the laws of the State of Alaska that the foregoing is true and correct.

\_\_\_\_\_  
Signature