

**STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS**

**In Re: Allied Telephone Directories, a/k/a Global Directories, Inc., a/k/a  
Global Directories, LLC, a/k/a US-Yellow: National Business Book**

**AG Case No. L05-3-1143**

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**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Florida, Office of the Attorney General, Department of Legal Affairs ("the Attorney General"), conducted an investigation into the business practices of Allied Telephone Directories, a Florida corporation, also known as Global Directories, Inc., and is currently doing business under the name US-Yellow: National Business Book. (hereinafter referred to collectively as "Allied Telephone"), pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007).

The Attorney General and Allied Telephone wish to resolve the investigation and have agreed in all respects to the terms and conditions as contained in this Agreement. This Assurance of Voluntary Compliance (hereinafter "AVC") is solely intended to resolve the investigation into Allied Telephone's business practices. The Attorney General acknowledges that Allied Telephone is entering into this AVC solely for the purpose of settlement and that nothing contained in this Agreement may be taken as or construed to be an admission or concession of any violation of law, or of any liability or wrongdoing, all of which Allied Telephone expressly denies. Further, no aspect of this agreement is intended to be construed as constituting evidence against Allied Telephone

in any action brought for violation of any statute, other than an action for breach of this AVC. To the extent that any changes in Allied Telephone's business practices, advertisements or advertising practices are made to achieve or facilitate conformance to the terms of this AVC, such changes shall not constitute any form of evidence or admission, explicit or implicit, by Allied Telephone of wrongdoing or failure to comply with any statute or regulation or the common law in other litigation to which the Attorney General is not a party.

The Attorney General, by the signature affixed hereto, does in this matter accept this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes.

### **FACTUAL BACKGROUND**

1. In September 2000, Global Directories, Inc. published its first business-to-business national yellow page directory. In June of 2004 Global Directories, Inc. registered the name Allied Telephone Directories with the Florida Secretary of State's office and began doing business under that name. In 2007, the company adopted the current brand name, US-Yellow: National Business Book. The company published its eighteenth national directory in July 2008.
2. Allied Telephone solicits customers for its directories using direct mail solicitations sent to potential customers sorted by various SIC codes<sup>1</sup>. The potential markets include diverse types of businesses, organizations, churches, schools and governmental entities (hereinafter "businesses"). The mail

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<sup>1</sup> Standard Industry Codes (SIC) are a US government system for classifying industries by a multi-digit code. Allied Telephone mails its solicitations to over 10,000 different SIC code classes.

solicitation is a two-sided document entitled "Listing Order Form" (A sample of the 2005 form is attached as Exhibit A and a sample of the 2009 form is attached as Exhibit B).

3. Allied Telephone's mail solicitation states that Allied Telephone is not affiliated with AT&T, any Bell communication companies, or the recipient's local or long distance telephone company. Despite the disclaimers, a number of the recipients of the solicitations have complained to the Attorney General that they have believed that the solicitation relates to an existing listing the business has with the yellow page directory published by their local telephone company. During the period commencing January 1, 2004 to date, the Attorney General's office received 270 complaints about Allied Telephone or its solicitations from businesses from around the nation. During that same period, Allied Telephone mailed approximately 71,000,000 solicitations nationwide.
4. Allied Telephone's solicitation includes a toll free telephone number to contact the company's Customer Service Department. The solicitation also includes a reference to an internet link which is intended to "drive" businesses to contact Allied Telephone's internet site where they will learn more about the company and its service offers. Including faxes and emails, Allied Telephone has over 10,000 customer contacts per month. The Customer Service Department receives approximately 400 calls a day.
5. Allied Telephone's target market includes, but is not limited to, new businesses and businesses that have recently changed company names or moved to or added a new address.

6. Allied Telephone's solicitations and invoices include the "walking fingers" logo and the descriptive phrase, "Yellow Pages." The generic phrase "Yellow Pages" has long been known to describe a business directory. AT&T, which developed the "walking fingers" logo, never treated it as a trademark and instead, AT&T allowed any and all competing publishers of telephone directories to use the logo on their own directories. The logo has been in the public domain for over 30 years and is used by thousands of directories across the nation<sup>2</sup>.
7. Allied Telephone's directories are distributed to its paying customers in both print format and on a CD. In addition to the customers who elect to purchase a listing and advertise in the directory, the CD directories are distributed to over 100,000 other locations across the nation including loan institutions, newspaper advertisers and publishers, city and town planners, city and town government offices including libraries, Chambers of Commerce and Better Business Bureaus. In the largest 25 cities they are sent to building contractors and architectural, construction, industrial and maintenance consultants. In the largest 50 cities they are also sent to employment consultants and agencies, business consultants, political consultants, personnel consultants, employee benefit consultants, printing and publishing consultants, marketing consultants, coffee shops and special event coordinators. Lastly, in the largest 100 cities they are sent to all of the major hotels, motels and banks. For the year 2008, total directory distribution will exceed 425,000 copies.

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<sup>2</sup> In BellSouth Corp. v. White Directory Publishers, 42 F.Supp.2d 598, 603 (NC 1999) the court, holding that the "walking fingers" logo was a generic mark that could be used without infringement, noted that "[o]f 5,600 yellow pages directories nationwide, only 11.1% did not use the 'walking fingers' in some format. . . . Out of 947 directories from the nine BellSouth states, some 925 used the 'walking fingers' with 769 displaying the symbol on the front cover."

8. During the course of this investigation, Allied Telephone adopted a new name, US-Yellow: National Business Book. As part of the name change, letters were sent to all of Allied Telephone's customers who had ordered listings under the Global Directories name or under Allied Telephone Directories name, announcing the new name and affirming that the customer has purchased a listing in what is now US-Yellow: National Business Book. The letter included a toll free number to call and an internet site to visit for any customers who had any questions regarding their listing (Exhibit C attached). Likewise, a similar letter was sent to those customers who responded to a US-Yellow: National Business Book solicitation, reminding each customer about the features that are available to them as part of their listing in the directory and encouraging them to take full advantage of their options (Exhibit D attached).
9. Allied Telephone has an existing business practice of granting refunds to any customer who requests a refund when they paid for a listing which they did not intend to purchase, or who misunderstood what they were purchasing or where they were advertising, or simply did not want the listing. Allied Telephone also allows customers to cancel their listing at any time and in those instances where the listing was placed in error, the account balances are waived and no further attempts are made to collect the prior balance.

#### **INJUNCTIVE TERMS**

10. Allied Telephone shall continue its present refund and cancellation policies.
11. Allied Telephone shall not use, in any solicitation for the sale of services, any writing, graphical elements or other indicia representing a pre-existing business

relationship with the recipient, including but not limited to, utilizing a solicitation format which could reasonably be construed as an invoice or using any account numbers appearing to exist relating to the recipient, where no such business relationship yet exists. Any solicitation shall further make clear and unambiguous that: (i) its exclusive purpose is to offer the described services for sale and (ii) it is a request for an order for a new listing in Allied Telephone's directory. Any solicitation shall make the price point, including the cost per contract period for the offered service, clear and unambiguous. Any solicitation shall state clearly and unambiguously that the service being offered is not a listing in a local yellow page directory, but is rather a listing in a national directory. Allied Telephone will not send to individual business owners, businesses, institutions, or other organizations, any solicitation form if the advertising offered consists solely of a yellow page book, CD or DVD which is distributed primarily to other advertisers.

12. Allied Telephone shall not bill any new customer for unauthorized services, unless and until Allied Telephone receives from the customer written authorization that the customer agrees to purchase the services.
13. For purposes of this AVC, the term "Bill" shall include the directing of any invoice to the customer, or the submission of any billing information to a third party billing processor or aggregator for the ultimate submission of that billing information to a customer's bank account, local exchange company, credit card, or through any other alternative billing channel intended to elicit payment by the customer.

14. The following provisions relating to Allied Telephone's automatic renewal terms shall be clearly and conspicuously displayed on the offer portion or the tear off portion or both:
  - a) A clear and readily understandable description of the service to be purchased;
  - b) The fact that the service will renew at specific intervals, such as quarterly;
  - c) The fact that the customers will be automatically charged for renewal periods, unless the customer cancels;
  - d) The total cost for the initial term;
  - e) The fact that the customer may cancel at any time without penalty;
  - f) The method by which the customer may cancel automatic renewal.
15. Allied Telephone must obtain the customer's express, affirmative consent to the billing method used for the automatic renewal provision.
16. At least once per year, Allied Telephone must mail a clear and conspicuous reminder notice to the customer to alert them of their acceptance of the automatic renewal terms associated with their subscription to the Allied Telephone directory. This notice must include any price change, the renewal time period, and confirmation of the billing method used.
17. Allied Telephone does not and shall not increase the price for any services being provided during a contract period, so as to increase the obligation of any customer, or materially change the services being provided to that customer.

18. With regard to any services sold through the use of a mail solicitation, Allied Telephone shall continue to offer, maintain, and comply with the following refund policy: In the event any customer determines and advises Allied Telephone that the response to the mail solicitation was filled out and mailed to Allied Telephone by mistake or by an unauthorized person, Allied Telephone shall, upon customer request, refund all moneys errantly paid by the customer for the listing ordered in response to the mail solicitation.
19. Allied Telephone does and shall continue to offer immediate cancellation at any time, effective within two (2) business days of the request, for any customer who requests to cancel its listing and shall continue its policy to terminate any collection efforts relating to any unpaid amounts on the account(s) of that customer.
20. Allied Telephone, and its representatives, agents, affiliates, employees or any other person who acts under, by, through or on behalf of Allied Telephone, directly or indirectly, or through any corporate or other device, shall have actual knowledge of and comply with the terms and conditions of this AVC as well as the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, and Chapter 817, including Section 817.41 concerning Misleading Advertising, and Section 817.44 concerning Intentional False Advertising.

#### **MONETARY TERMS**

21. Allied Telephone certifies that, consistent with its standard refund and cancellation policies, it has paid refunds to consumers in the amount of Nineteen

thousand Three Hundred and Eighty-Three dollars and ninety cents (\$19,383.90) and has forgiven outstanding account balances equal to Sixty-five thousand Nine Hundred and Ninety-Two dollars and forty cents (\$65,992.40). This amount is only intended to provide refunds to the consumers resolved by this AVC and does not affect, impair, or limit the rights of any other customer to bring a private cause of action against Allied Telephone.

### **CONTRIBUTION**

22. Allied Telephone shall pay the State of Florida the sum of Ninety Thousand Dollars (\$90,000.00) pursuant to Section 501.2101, Florida Statutes, as a contribution to the Department of Legal Affairs Revolving Trust Fund, for attorney's fees, investigative costs, claims administration expenses, and costs of future enforcement. Payment shall be made at the time of execution of this AVC.

### **APPLICABILITY**

23. This AVC shall apply to and bind all of Allied Telephone's officers, directors, shareholders, agents, servants and employees and all of its successors and assigns.
24. Allied Telephone, and any of its principals shall not affect any change in the form of doing business or organizational identity as a method of avoiding the terms and conditions set forth in this AVC. This provision should not be construed to prevent Allied Telephone and any of its principals from changing its form of doing business so long as any successor or alternate company created by the principals of Allied Telephone are bound by the provisions of this Agreement.

### **FUTURE VIOLATIONS**

25. In addition to the consumer refunds identified in paragraph 21, if Allied Telephone receives after the date of execution of this AVC, a request for refund from any consumer to whom Allied Telephone has not already paid a full refund, whether from the consumer directly or through any State or Federal agency or entity such as the Better Business Bureau, Allied Telephone shall pay a refund as requested. Payment of such refunds shall be made within thirty (30) days of receipt of the consumer request for refund. Allied Telephone shall maintain a list containing the name, address, and phone number of all such consumers who request a refund and the date and amount refunded to the consumers and shall make such information available to the counsel for the Florida Attorney General if requested.
26. Any future violations of this Assurance of Voluntary Compliance by Allied Telephone that occur within four (4) years of execution of this Assurance of Voluntary Compliance are by statute *prima facie* evidence of a violation of the Florida Deceptive and Unfair Trade Practices Act and shall subject Allied Telephone to any and all civil penalties and sanctions provided by law, including attorneys' fees and costs.

### **ACCEPTANCE**


27. This Assurance of Voluntary Compliance shall become effective upon its execution by the Office of the Attorney General.
28. The receipt or deposit by the Office of the Attorney General of any monies pursuant to the Assurance of Voluntary Compliance does not constitute

acceptance by the Attorney General, and any monies received will be returned if this Assurance of Voluntary Compliance is not executed by the Office.

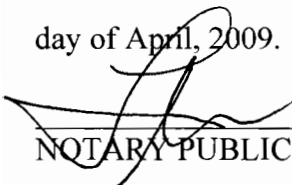
**FOR ALLIED TELEPHONE DIRECTORIES, GLOBAL DIRECTORIES, INC., GLOBAL DIRECTORIES, LLC, AND US-YELLOW: NATIONAL BUSINESS BOOK:**

IN WITNESS WHEREOF, Allied Telephone Directories, Global Directories, Inc., currently doing business under the name US-Yellow: National Business Book has caused this Assurance of Voluntary Compliance to be executed by Michael L. Smith, as Chief Executive Officer of Allied Telephone, as a true act and deed in Fergus, Ontario, Canada, this 21 day of April, 2009.

BY MY SIGNATURE, I hereby affirm that I am acting in my capacity and within my authority and that by my signature I am binding Allied Telephone to this Assurance of Voluntary Compliance.

  
Michael L. Smith, Chief Executive Officer

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Michael L. Smith, who is personally known to me and who acknowledged before me that he executed the foregoing Assurance of Voluntary Compliance on behalf of Allied Telephone for the purposes therein stated, on this 21 day of April, 2009.

  
NOTARY PUBLIC


  
(Notary Public)

**FOR THE OFFICE OF THE ATTORNEY GENERAL:**

Accepted this 6 day of May, 2009.

*Kathleen Connors Piechowiak*

KATHLEEN CONNORS PIECHOWIAK  
ASSISTANT ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
1300 Riverplace Blvd, Ste 405  
Jacksonville, Florida 32207  
904-348-2720

  
\_\_\_\_\_  
MARY LEONTAKIANAKOS  
DIRECTOR  
ECONOMIC CRIMES DIVISION  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
(850) 245-0184



**YELLOW PAGES**  
ALLIED TELEPHONE DIRECTORIES  
NATIONAL BUSINESS EDITION  
P.O. BOX 3045, JERSEY CITY, NJ 07303-3045

# LISTING ORDER FORM

## THIS IS NOT A BILL

**YOUR COMPANY NAME AND ADDRESS**

**1 REVIEW COMPANY INFO**  
Changes or additions can be made  
on this side or on reverse

RETAIN TOP PORTION FOR YOUR RECORDS

PUBLICATION	HEADING	TELEPHONE
<b>PLEASE MAKE ANY NECESSARY CHANGES AND ADDITIONS ON REVERSE</b>		

**THIS IS A SOLICITATION OFFER FOR THE ORDER OF GOODS OR SERVICES, OR BOTH, AND NOT A BILL, INVOICE OR STATEMENT OF ACCOUNT DUE. YOU ARE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS ON ACCOUNT OF THIS OFFER UNLESS YOU ACCEPT THIS OFFER.**

THIS OFFER IS FOR AN ORDER IN AT&T'S NATIONAL BUSINESS-TO-BUSINESS YELLOW PAGE DIRECTORY. A COMPLIMENTARY LISTING IN THE INTERNET EDITION (US-YELLOW.COM) WILL ALSO BE INCLUDED WITH EACH YELLOW PAGE LISTING IN THE PRINTED BOOK OR DIGITAL CD. THE LISTING FEE IS \$48.50 PER MONTH, BILLED SEMI-ANNUALLY. THIS IS AN INDEPENDENT YELLOW PAGES DIRECTORY AND IS NOT AFFILIATED WITH ANY LOCAL OR LONG DISTANCE TELEPHONE COMPANY. OPEN YOUR DOOR TO THOUSANDS OF POTENTIAL NEW CUSTOMERS INSIDE AND OUTSIDE YOUR LOCAL MARKET. TERMS ON REVERSE.

ADSMODNJ 0908

↓ DETACH AND RETURN LOWER PORTION OR FAX WHOLE FORM ↓

		<input type="checkbox"/> <b>BOLD LISTING</b> (\$4.95 per month)
<input type="checkbox"/> FAX LISTING (No Additional Cost)	<input type="checkbox"/> WEB SITE LISTING (No Additional Cost)	<input type="checkbox"/> TOLL-FREE LISTING (No Additional Cost)

**2 SELECT ONE**

List as shown, no changes required

List with changes or additions

**3 SIGN AND RETURN**  
FAX TO 800-390-0150  
OR MAIL BY:



SIGN HERE

PRINT NAME

See terms on reverse.

# EXHIBIT A PAGE 1



For fastest processing sign reverse side and **FAX THIS ORDER FORM TO: 800-390-0150** or detach and mail lower portion.



**TERMS AND CONDITIONS**

1. This is not an invoice. This is a solicitation to order an advertising listing in a nationwide yellow page directory published by Allied Telephone Directories (ATD).

2. With each Yellow Page listing, a listing in the internet edition will be included. This directory will be published on the internet and a printed or digital copy will also be distributed semi-annually to paid customers, and thousands of selected conference centers, purchasing agents, libraries, hotels, and chambers of commerce.

3. This is a national business-to-business yellow page directory. **ATD is NOT affiliated with AT&T, any Bell company and/or your local or long distance telephone company.** ATD does not publish the white and yellow pages customarily distributed in your area. This publication is not distributed to all telephone subscribers in your local region.

4. With respect to any error or omission in the publication of or failure to publish any item of advertising in the directory, the liability of ATD and its respective agents and employees in the

performance of their responsibilities under this agreement shall be limited to the charges for the advertisement. No adjustments shall be made to the advertising charges for the reason of suspension or termination of customer's telephone service or modification of address due to relocation.

5. ATD warrants only that the advertising be published in the telephone directory, and **no other warranty, express or implied, including warranty of merchantability or of fitness for a particular purpose is made or represented.**

6. ATD expressly disclaims any responsibility for consequential and/or special damages. ATD's liability is limited to advertising charges for the advertisement published or to be published.

7. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. This agreement is performable at ATD's address located in Jacksonville, Florida.

8. This agreement shall not be assigned or transferred without the express written prior consent of the publisher.

9. The advertising fee is \$49.50 per month, billed semi-annually. Each additional heading is only \$9.95 per month, billed semi-annually. Each bold listing is \$4.95 per month, billed semi-annually. This agreement shall be automatically renewed, at the rates then in effect, until terminated by either party. Customers who choose to pay by credit card authorize ATD to charge the renewal to the customers' credit card used in payment on a recurring basis for each semi-annual renewal. Customer has the right to discontinue automated renewal at any time by contacting customer service. ATD reserves the right to reclassify headings.

10. The directory advertising specified on the face of this agreement is for inclusion in the next directory issue and each directory issue thereafter. Directories are published twice per year. **Cancellations will be accepted at any time.**

11. Overpayments will be credited to the next edition unless otherwise requested by the customer.

12. You will not be billed if you do not return this order form. **ATD's receipt of this order constitutes acceptance.**

Copyright ©2005 Allied Telephone Directories

Customer Service: 866-744-6424



**PLEASE MAKE ANY LISTING CHANGES BELOW**

(Company Name)

(Contact)

(Address)

(Billing Address)

(Tel.)

(Fax)

(Toll Free)

(Heading)

(Email)

(Website)

A05M00NJ 0906



**EXHIBIT A PAGE 2**



**US-YELLOW**  
YELLOW PAGES

LISTING ORDER FORM  
**THIS IS NOT A BILL**

**YOUR COMPANY NAME AND ADDRESS**

SAMPLE INC  
123 MAIN STREET  
ANYTOWN, US 12345-6789  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**1 REVIEW COMPANY INFO**

Please make sure new listing information is accurate before you sign and return.

P.O. Box 3045, Jersey City, NJ 07303-3045 • Customer Service: 866-599-7204

PLEASE MAKE ANY CHANGES TO YOUR NEW LISTING ON REVERSE

PUBLICATION	HEADING	TELEPHONE
Deadline: 06/31/08 Edition: Volume N Edition 18 Record No.: 3758-1049626	SIC: 17110000 PLUMBING, HEATING & A/C CONTRACTORS	508/304-7279

**THIS IS A SOLICITATION FOR THE ORDER OF GOODS OR SERVICES, OR BOTH, AND NOT A BILL, INVOICE OR STATEMENT OF ACCOUNT DUE. YOU ARE UNDER NO OBLIGATION TO MAKE ANY PAYMENT ON ACCOUNT OF THIS OFFER UNLESS YOU ACCEPT THIS OFFER. TERMS ON REVERSE.**

THIS OFFER IS FOR AN ORDER IN USY'S BUSINESS-TO-BUSINESS NATIONAL YELLOW PAGE DIRECTORY. A COMPLIMENTARY PREMIUM INTERNET LISTING WILL BE INCLUDED WITH EVERY YELLOW PAGE LISTING ORDER AT [WWW.US-YELLOW.COM](http://WWW.US-YELLOW.COM). THE LISTING FEE FOR THE PRINT DIRECTORY AND/OR CD IS \$195.00 PER QUARTER. THIS IS AN INDEPENDENT YELLOW PAGES DIRECTORY. USY IS NOT AFFILIATED WITH ANY LOCAL OR LONG DISTANCE TELEPHONE COMPANY.

↓ FAX ORDER FORM TO 800-390-0150 OR SIGN AND RETURN LOWER PORTION ↓

USYMODCOREV6\_ST6 11209

Record No.: 3758-1049626	<input type="checkbox"/> <b>PRIORITY PLACEMENT</b> (\$30.00 per quarter)	<input type="checkbox"/> <b>BOLD LISTING</b> (\$15.00 per quarter)
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**2 SELECT ONE**

- List as shown, no changes required
- List with changes on reverse

SAMPLE INC  
123 MAIN STREET  
ANYTOWN, US 12345-6789  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**3 SIGN AND RETURN**



SIGN HERE

PRINT NAME

EMAIL ADDRESS (OPTIONAL)

FAX TO 800-390-0150 OR MAIL BY: 01/01/2009  
NEW ADVERTISING LISTINGS ARE AUTOMATICALLY RENEWED. CANCELLATIONS ARE ACCEPTED AT ANY TIME.

**EXHIBIT B PAGE 1**



For fastest processing sign reverse side and **FAX THIS ORDER FORM TO: 800-390-0150**  
or detach and mail lower portion.



**TERMS AND CONDITIONS**

1. This is not an invoice. This is a solicitation to order an advertising listing in a **national and regional yellow page directory published by US-Yellow (USY)**. For more information on the specific regions we service, visit our website at [www.US-Yellow.com](http://www.US-Yellow.com)  
 2. With each Yellow Page listing, a complimentary premium listing in the internet edition ([www.US-Yellow.com](http://www.US-Yellow.com)) will be included. A printed and digital copy of both the National and Regional Yellow Pages will also be distributed across the nation and within your region. USY distributes over 500,000 directories annually.  
 3. USY is a national and regional business-to-business yellow page directory. **USY is NOT affiliated with AT&T, any Bell company and/or your local or long distance telephone company.** USY does not publish the white and yellow pages customarily distributed in your area. This publication is not distributed to all telephone subscribers in your local area.  
 4. With respect to any error or omission in the publication of or failure to publish any item of advertising in the directory, the liability of USY and its respective agents and employees in the performance of their responsibilities under this agreement shall be limited

to the charges for the advertisement.  
 5. USY warrants only that the advertising will be published in the telephone directory, and **no other warranty, express or implied, including warranty of merchantability or of fitness for a particular purpose is made or represented.**  
 6. USY expressly disclaims any responsibility for consequential and/or special damages. USY's liability is limited to advertising charges for the advertisement published or to be published.  
 7. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. This agreement is performable at USY's address located in Jacksonville, Florida.  
 8. This agreement shall not be assigned or transferred without the express written prior consent of USY.  
 9. **The advertising fee is \$195.00 per quarter.** Each bold listing is \$15.00 per quarter. Priority placement is \$30.00 per quarter. (By selecting priority placement your business listing will appear at the top of your business category within the printed and digital directory with other priority customers in alphabetical order.) You will receive your first bill when your order is received. **This agreement shall be automatically renewed, until terminated by either**

**party.** Customers who choose to pay by credit card authorize USY to charge the customers' credit card used in payment on a recurring basis for each quarter's advertising fee. The customer has the right to discontinue automated payment at any time by contacting customer service at 866-599-7204.  
 10. USY reserves the right to reclassify headings.  
 11. The directory advertising specified on the face of this agreement is for inclusion in the next directory issue and each directory issue thereafter. The National print and digital directories are published and distributed nationwide once per year. The Regional print and digital directories are published 6 months after the National directory and are distributed within the respective region once per year. Contact customer service for more information on our publications.  
 12. **Your advertising is billed in advance of the publication and cancellations are accepted at any time without penalty.**  
 13. Overpayments will be credited to the next edition unless otherwise requested by the customer.  
 14. You will not be billed if you do not return this order form. USY's receipt of this order constitutes acceptance.

Copyright ©2009 US Yellow

Customer Service: 866-599-7204  
[www.US-Yellow.com/info](http://www.US-Yellow.com/info)

PLEASE DETACH AND RETURN LOWER PORTION WITH ENCLOSED ENVELOPE TO: P.O. BOX 3045, JERSEY CITY, NJ 07303-3045

**PLEASE MAKE ANY LISTING CHANGES BELOW AT NO ADDITIONAL COST**

(Company Name)

(Contact)

(Address)

(Billing Address)

(Tel.)

(Fax)

(Toll Free)

(Heading)

(Email)

(Website)

USYMODCOREV6.A0309

**EXHIBIT B PAGE 2**



P.O. Box 3110, Jersey City, New Jersey, 07303-3110



April 11, 2008

Re: Allied Telephone Directories Account # 3013-1057430

IGLESIA ADVENTISTA DEL SEPTIMO  
1800 16TH ST  
GALENA PARK, TX 77547-2325

Dear Customer,

Over the past several months we have been going through a branding makeover, and are pleased to announce our new name and look. Say goodbye to Allied Telephone Directories (ATD) and hello to US-Yellow: national business book.

With this new branding and corporate image, our entire suite of products flow together to make sure your advertising dollars are working for you.

Check out our newly designed website at [www.US-Yellow.com](http://www.US-Yellow.com). While you're there, do a search to see how unique our online product is compared to the competition.

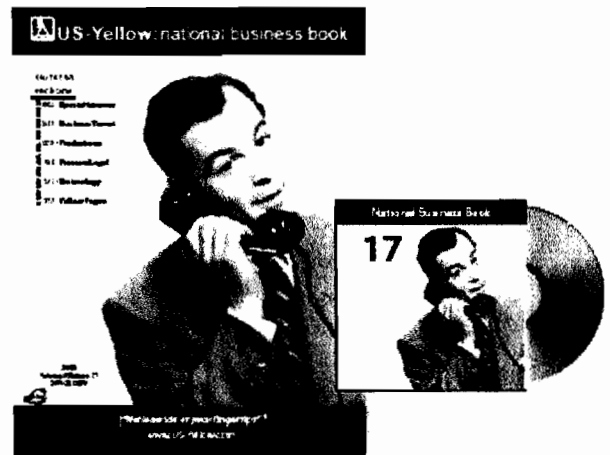
With a distribution of over 400,000 and growing, our flagship products (our print and digital directory on CD), have proven that no matter how technical our society gets we will always have the comfort of opening a book to find what we're looking for, and hey, if you're a techie, then our CD and website are right up your alley.

Please update your records to our new name US-Yellow. We appreciate you and your business, and should you have any questions or concerns, please feel free to contact our Customer Service department at 1-866-923-6470.

Sincerely,

Your advertising team at  
US-Yellow: national business book

Our expanded product suite:





**YELLOW PAGES**  
**U S - Y E L L O W**  
National Business Book



Dear Valued Customer,

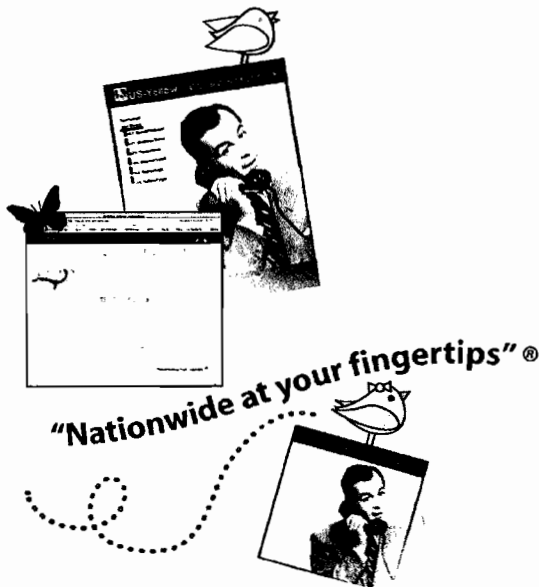
Here at US-Yellow we appreciate your business, and understand that the advertising dollars you spend need to have a return on its investment. So we decided to send you a letter on what we are doing for you.

First and foremost our goal is to provide your business with exposure to thousands of potential customers when they are researching and comparing products & services. US-Yellow has a unique suite of products including a print directory, a directory on CD and a recently re-designed website, [www.US-Yellow.com](http://www.US-Yellow.com). We are proud of the new site and welcome you to visit and use for your searching needs. Your business currently has a complimentary premium listing online so when potential buyers search your category you are one of the top choices.

Yellow Page advertising is a fundamental way of getting your business seen 24 hours a day in that crucial stage of the buying cycle, when people are ready to buy. Studies show an average of 20.1% of active shoppers reported using and being influenced by the paper Yellow Pages. 21.6% of active shoppers reported using and being influenced by either the paper or the Internet Yellow Pages. This is more than any other paid advertising media. With your premium listing online and directories in the hands of over 400,000 businesses nationwide your advertising dollars invested with us are working hard for you.

By advertising with us, not only are you getting a low cost way to advertise both inside and outside of your local market you are tapping into one of the most vibrant and creative ways to market your company. Yellow page directory advertising is a proven, revenue producing way to promote your business 24 hours a day, 365 days a year. We want to help your business to be viable in today's competitive marketplace. Should you have any questions please contact our customer service department toll free at 866-599-7205.

Thanks again,  
Your Advertising Team at US-Yellow



<sup>1</sup> Source: TNS, 2006 Media Impact Study

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**EXHIBIT D**