

LEWIS MEYERS & SCHEID LLC ATTORNEYS

www.lewismeyers.com

Kurt Lewis
 Liza Meyers
 R. Daniel Scheid
 S. Jan Cleveland
 Stephen Erwin

RiverPoint Building
 2300 Fifteenth Street, Suite 320
 Denver, CO 80202
 Telephone: 303.534.5040
 Facsimile: 303.534.5039

December 15, 2004

VIA EMAIL (tonychen@rozsa-chen.com)
AND REGULAR MAIL

Tony D. Chen
 Rozsa & Chen LLP
 15910 Ventura Boulevard
 Suite 1601
 Encino, CA 91436-2815

Re: Confidential Settlement Communications
 Qwest Communications International, Inc., v. Michele Yontef
 U.S. District Court Case No. CIV 04 271 TUC CKJ

Dear Mr. Chen:

We have reviewed the changes to the Settlement Agreement requested in your letter of December 13, 2004. I have spoken with my client and they agree to accept all changes made to the Settlement Agreement, with the exception of the following:

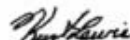
1. Qwest does not agree to delete the first sentence of Paragraph 1.2. The purpose of the sentence is to require Yontef to make a confirmation to Qwest that the phase out required of her under the Settlement Agreement is completed.
2. Qwest does not agree to delete Paragraph 1.4. Qwest does not believe this places an undue burden on your client.
3. In Paragraph 2.1 the execution of the trademark assignment must be concurrent with the execution of the Settlement Agreement. Qwest will not agree to a 90 day period in which to execute the assignment. Requiring Yontef to assign the mark immediately will not have any impact on her ability to phase out the mark, in light of the fact that Qwest is allowing Yontef up to 90 days to phase out her use of the mark. Consequently, Qwest feels there is no other reason to allow her 90 extra days, past the phase out period, to assign the mark.
4. Qwest will not agree to the deletion of Paragraph 3.1. We do not feel that this paragraph affects Yontef's ability to explain to third parties and clients why she cannot use the designation "ma bell". The confidentiality provision contained in that paragraph gives Yontef the ability to inform clients as to why she is changing her name, however, Yontef is not allowed to disclose the *terms* of the Settlement Agreement.

Exhibit A Page 2

Attached is the modified Settlement Agreement which incorporates your client's changes which Qwest has agreed to. I note that Qwest's agreement to and flexibility on these issues is premised on your client's willingness to concede the issues referenced above.

I am sending a letter to the Court seeking to reschedule the hearing and explaining your inability to be available for the December 19th scheduling hearing. I will attach this letter so the Court is aware of the remaining issues for settlement.

Very truly yours,



Kurt Lewis

KSL:cmk
 cc: Christie Searls (via facsimile)

November 22, 2004

Via Facsimile (303) 534-5039
Hard Copy by Mail

**FOR SETTLEMENT PURPOSE ONLY
INADMISSIBLE AS EVIDENCE**

Mr. Kurt Lewis, Esq.
LEWIS MEYERS & SCHEID LLC
River Point Building
2300 Fifteenth Street
Suite 320
Denver, CO 80202

RE: Qwest Communications International, Inc. vs Michele Yontef
U.S.D.C. Ariz. Action No. CIV04-271 TUC CKJ

Dear Mr. Lewis:

This is a follow up to our telephone conversation last Friday. In view of the fact that this matter has been protracted too long and to a point that we have to litigate it, my client reluctantly agreed not to seek monetary compensation from your client for settling this matter. However, there are several changes she would like to make in the settlement agreement you proposed, as follows:

1. In the first "WHEREAS" clause, first line, change the phrase "the BELL Design and 'Ma Bell' " to "and the BELL Design";
2. In the second "WHEREAS" clause, second line, change the word "telecommunication" to "private investigation";
3. In Paragraph 1.1(a), first line, change the number of days from "thirty (30) days" to "ninety (90) days";
4. In Paragraph 1.1(b), first line, change the period from "one (1) year" to "two (2) years", and at the end of the first sentence, after the word "services", add "Yontef may state on her new website 'Ma-Bell.com is now [*new website*]' during the entire two-year Phase Out Period";

5. In Paragraph 1.2, delete the first sentence, which is entirely unnecessary as both parties know when the phase-out period will end;
6. Paragraph 1.4 shall be deleted as it place undue burden on my client;
7. In Paragraph 2.1, fourth line, change the phrase “concurrent with execution of this Agreement” to “no later than ninety (90) days after the end of the Phase Out Period”;
8. In Paragraph 2.2, fourth line, change the number of days from “thirty (30) days” to “ninety (90) days”;
9. In Paragraph 2.3, third line, delete the remaining of the paragraph after the word “above”;
10. Delete the entire Paragraph 3.1, as there may be circumstances that Yontef needs to explain to third parties, including her clients, as to why she cannot use the phrase “ma bell” in her domain name or in connection with her services related to private investigation;
11. In Paragraph 3.12, second line, change the word “Colorado” to “Arizona”, and in the sixth line, change the phrase “Denver, Colorado” to “Tucson, Arizona”; and
12. Delete the entire Paragraph 3.13; adequate notice and opportunity to cure should be provided to the breaching party prior to any TRO or other injunctive relief.

Under the total circumstances of this matter, we believe that the above changes are justified and reasonable. Please modify the Settlement Agreement accordingly and send me the revised version for execution. Please do not hesitate to call me to discuss any issues related to this letter.

Thank you for your professional cooperation in this matter.

Sincerely yours,

Tony D. Chen

TDC:jnq
cc: Michele Yontef