UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:	)	
	)	
Ziff Davis Media Inc., et al.,	)	
	)	Chapter 11
Reorganized Debtors	)	
	)	Case No. 08-10768 (BRL)
	)	
	)	Jointly Administered

AFFIDAVIT OF THOMAS BEHM, VICE PRESIDENT OF SALES AND OPERATIONS, TIMBERLINE TOTAL SOLUTIONS, IN SUPPORT OF RESPONSE OF CREDITOR TIMBERLINE TOTAL SOLUTIONS' OPPOSITION TO THE SEVENTH OMNIBUS OBJECTION SEEKING TO DISALLOW CLAIMS OR FOR EXPUNGEMENT

THOMAS BEHM, Vice President of Sales and Operations, Timberline Total Solutions, LLC, upon being first duly sworn, on his oath, deposes and says:

1. That if called to testify in this matter, I would testify that during the period of November, 2005 through March, 2006, Timberline Total Solutions, LLC ("Timberline"), was contacted by the Debtors to perform contact center services for the Debtors. That Timberline entered into a contract, (SEE ATTACHMENT 1) with the Debtors Ziff Davis Media, and pursuant to that contract, Timberline performed an appointment-setting campaign for Debtors.

2. That the business-to-business calling campaign consisted of allocating a Call Center Manager; call center supervisors; a database administrator; IT professionals; a reporting specialist; an account manager; a client services manager; a sales executive; a trainer; quality assurance agents; and trained sales representatives to coordinate and manage a "Custom Conference Group" campaign designed by Debtors. In this campaign, the aforementioned Timberline staff launched and executed an inbound and outbound campaign in which Timberline contacted business decision-makers on a database list provided by Debtors, and interested the decision-makers in attending a Custom Conference Group seminar. For the inbound element of this campaign, Debtors used Timberline's toll-free number in its advertisements regarding these seminars; business interested in learning more about the seminars placed inbound calls to Timberline. Those calls were routed to Timberline's staff trained in this campaign, and the aforementioned staff generated interest and confirmed those callers who decided to attend the seminars.

3. That in my capacity as Vice President of Sales and Operations, I had direct control and oversight over all details of the campaign, and the success of the campaign itself. I have personal, direct knowledge of this campaign and its results.

4. That Timberline's contract, which I directly worked on to negotiate, was signed by Martha Schwartz, Ziff Davis (Media) Senior Vice President, Custom Solutions Group, 28 East 28th Street, New York, NY 10016, and provided, in pertinent part, that Timberline would be paid $150.00 (One Hundred and Fifty) dollars for each appointment that Timberline booked with

a business on the contact list provided to Timberline by Ziff Davis.

5. That Timberline made and confirmed 42 (forty two) appointments for the Debtors, and sent confirmation of the appointments to the Debtors. Moreover, Timberline routinely received confirmation back from the Debtors after the individuals had completed their attendance at the Debtors' promotional event.

6. That despite performance of the contracted-for work, despite receiving confirmation from the Debtors' employees that the services were correctly provided, and attendance was confirmed, the Debtors ignored Timberline's invoices and never sent payment.

7. That upon information and belief, that before Timberline could sue Debtors for monies owed, Debtors filed for bankruptcy protection.

8. That I swear under the penalties of perjury that Timberline is owed the sum of $6,689.57, representing 42 appointments @ $150.00 per attendee ($6,300.00), plus interest (finance charges of $290.58 in June of 2006, and $98.99 in July of 2006), for a total of $6,689.57. (See Attachment #2--includes Invoice of 3/31/2006; units, amounts, and rates)

9. That additionally, according to the terms of the parties' contract, (section 4, paragraph 4.7), Timberline is owed interest on this unpaid balance at the rate of 18.5% from the date of maturity, which was July 31, 2006, to date. (See Attachment #1)

10. That if called to testify in this matter, I would testify as to the aforementioned matters, all indicating that Timberline is rightfully owed a principal sum of $6,300.00, plus finance charges as described above and in Attachment #2, plus interest at 18.5% to date.

That further, your Affiant saith not.

Dated this 13 day of January, 2009.

Tom Behm, Vice President of Sales and Operations

State of Nebraska)
ss.
County of Douglas)

On the 13th day of January, 2009, Thomas Behm, personally known to me, to be the person whose name is subscribed above, appeared before me and acknowledged to me that he is in fact the Affiant herein, and that the within contents of this Affidavit are true and correct, to the best of his knowledge, information, and belief.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13th day of January, 2009.

Matthew L. Ramsey
Notary Public

GENERAL NOTARY - State of Nebraska
MATTHEW L. RAMSEY
My Comm. Exp. April 24, 2011