

**Sec. 45.50.471. Unlawful acts and practices.**

(a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce are declared to be unlawful.

(b) The terms "unfair methods of competition" and "unfair or deceptive acts or practices" include, but are not limited to, the following acts:

(1) fraudulently conveying or transferring goods or services by representing them to be those of another;

(2) falsely representing or designating the geographic origin of goods or services;

(3) causing a likelihood of confusion or misunderstanding as to the source, sponsorship, or approval, or another person's affiliation, connection, or association with or certification of goods or services;

(4) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;

(5) representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used, secondhand, or seconds;

(6) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(7) disparaging the goods, services, or business of another by false or misleading representation of fact;

(8) advertising goods or services with intent not to sell them as advertised;

(9) advertising goods or services with intent not to supply reasonable expectable public demand, unless the advertisement prominently discloses a limitation of quantity;

(10) making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

(11) engaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads, deceives or damages a buyer or a competitor in connection with the sale or advertisement of goods or services;

(12) using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged;

(13) failing to deliver to the customer at the time of an installment sale of goods or services, a written order, contract, or receipt setting out the name and address of the seller and the name and address of the organization that the seller represents, and all of the terms and conditions of the sale, including a description of the goods or services, which shall be stated in readable, clear, and unambiguous language;

(14) representing that an agreement confers or involves rights, remedies, or obligations which it does not confer or involve, or which are prohibited by law;

(15) knowingly making false or misleading statements concerning the need for parts, replacement, or repair service;

(16) misrepresenting the authority of a salesman, representative, or agent to negotiate the final terms of a consumer transaction;

(17) basing a charge for repair in whole or in part on a guaranty or warranty rather than on the actual value of the actual repairs made or work to be performed on the item without stating separately the charges for the work and the charge for the guaranty or warranty, if any;

(18) disconnecting, turning back, or resetting the odometer of a vehicle to reduce the number of miles indicated;

(19) using a chain referral sales plan by inducing or attempting to induce a consumer to enter into a contract by offering a rebate, discount, commission, or other consideration, contingent upon the happening of a future event, on the condition that the consumer either sells, or gives information or assistance for the purpose of leading to a sale by the seller of the same or related goods;

(20) selling or offering to sell a right of participation in a chain distributor scheme;

(21) selling, falsely representing, or advertising meat, fish, or poultry which has been frozen as fresh food;

(22) failing to comply with AS 45.02.350;

(23) failing to comply with AS 45.45.130 - 45.45.240;

(24) counseling, consulting, or arranging for future services relating to the disposition of a body upon death whereby certain personal property, not including cemetery lots and markers, will be furnished or the professional services of a funeral director or embalmer will be furnished, unless the person receiving money or property deposits the money or property, and money or property is received, within five days of its receipt, in a trust in a financial institution whose deposits are insured by an instrumentality of the federal government designating the institution as the trustee as a separate trust in the name only of the person on whose behalf the arrangements are made with a provision that the money or property may only be applied to the purchase of designated merchandise or services and should the money or property deposited and any accrued interest not be used for the purposes intended on the death of the person on whose behalf the arrangements are made, all money or property in the trust shall become part of that person's estate; upon demand by the person on whose behalf the arrangements are made, all money or property in the trust including accrued interest, shall be paid to that person; this paragraph does not prohibit the charging of a separate fee for consultation, counseling, or arrangement services if the fee is disclosed to the person making the arrangement; any arrangement under this paragraph which would constitute a contract of insurance under AS 21 is subject to the provisions of AS 21;

(25) failing to comply with the terms of AS 45.50.800 - 45.50.850 (Alaska Gasoline Products Leasing Act);

(26) failing to comply with AS 45.30 relating to mobile home warranties and mobile home parks;

(27) failing to comply with AS 14.48.060(b)(13);

(28) dealing in hearing aids and failing to comply with AS 08.55;

(29) violating AS 45.45.910(a), (b), or (c);

(30) failing to comply with AS 45.50.473;

(31) violating the provisions of AS 45.45.400;

(32) knowingly selling a reproduction of a piece of art or handicraft that was made by a resident of the state unless the reproduction is clearly labeled as a reproduction; in this paragraph, "reproduction" means a copy of an original if the copy is

(A) substantially the same as the original; and

(B) not made by the person who made the original;

(33) violating AS 08.66 (motor vehicle dealers);

(34) violating AS 08.66.260 - 08.66.350 (motor vehicle buyers' agents);

(35) violating AS 45.63 (solicitations by telephonic means);

(36) violating AS 45.68 (charitable solicitations);

(37) violating AS 45.50.474 (on board promotions);

(38) referring a person to a dentist or a dental practice that has paid or will pay a fee for the referral unless the person making the referral discloses at the time the referral is made that the dentist or dental practice has paid or will pay a fee based on the referral;

(39) advertising that a person can receive a referral to a dentist or a dental practice without disclosing in the advertising that the dentist or dental practice to which the person is referred has paid or will pay a fee based on the referral if, in fact, the dentist or dental practice to which the person is referred has paid or will pay a fee based on the referral;

(40) violating AS 45.50.477(a) - (c);

(41) failing to comply with AS 45.50.475;

(42) violating AS 45.35 (lease-purchase agreements);

(43) violating AS 45.25.400 - 45.25.590 (motor vehicle dealer practices);

(44) violating AS 45.66 (sale of business opportunities);

(45) violating AS 08.18.023(b) or 08.18.152;

(46) violating AS 45.50.479 (limitations on electronic mail);

(47) violating AS 17.06.010 (sale of, or offering to sell, organic food);

(48) violating a labeling or advertising provision of AS 17.20 (Alaska Food, Drug, and Cosmetic Act);

(49) violating AS 45.45.920 (free trial period);

(50) violating AS 45.45.930 (opt-out marketing plans);

(51) violating AS 45.45.792 (deceptive acts or practices relating to spyware);

(52) violating AS 06.60.340 (mortgage lending regulation);

(53) offering a check, through the mail or by other means, to promote goods or services, if the cashing or deposit of the check obligates the endorser or payee identified on the check to pay for goods or services; in this paragraph, "services" does not include the extension of credit or the lending of money;

(54) violating AS 45.65.055 (authentic Alaska Native art identification seals);

(55) an information collector, other than a governmental agency, violating AS 45.48.010 - 45.48.090 (breach of security involving personal information); in this paragraph,

(A) "governmental agency" has the meaning given in AS

45.48.090;

(B) "information collector" has the meaning given in AS

45.48.090;

(56) violating AS 45.27 (marine products and motorized recreational products);

(57) violating AS 45.45.450 - 45.45.459 (rental car fees).

(c) The unlawful acts and practices listed in (b) of this section are in addition to and do not limit the types of unlawful acts and practices actionable at common law or under other state statutes.

(d) *[Repealed, Sec. 21 ch 166 SLA 1978]*.

#### History -

(Sec. 2 ch 246 SLA 1970; am Sec. 1 ch 53 SLA 1974; am Sec. 1 ch 138 SLA 1974; am Sec. 1 ch 183 SLA 1975; am Sec. 2 ch 146 SLA 1976; am Sec. 3 ch 197 SLA 1976; am Sec. 3 ch 234 SLA 1976; am Sec. 21 ch 166 SLA 1978; am Sec. 12 ch 131 SLA 1986; am Sec. 2 ch 59 SLA 1990; am Sec. 3 ch 82 SLA 1990; am Sec. 1 ch 92 SLA 1992; am Sec. 2 ch 118 SLA 1992; am Sec. 6 ch 10 SLA 1993; am Sec. 3 ch 60 SLA 1993; am Sec. 4 ch 109 SLA 1994; am Sec. 2 ch 22 SLA 1995; am Sec. 1 ch 69 SLA 1995; am Sec. 3 ch 142 SLA 1996; am Sec. 3 ch 10 SLA 1999; am Sec. 10, 11 ch 79 SLA 2002; am Sec. 2 ch 128 SLA 2002; am Sec. 1 ch 14 SLA 2003; am Sec. 40 ch 134 SLA 2003; am Sec. 1 ch 55 SLA 2004; am Sec. 2 ch 57 SLA 2004; am Sec. 13 ch 151 SLA 2004; am Sec. 4 ch 97 SLA 2005; am Sec. 8 ch 50 SLA 2007; am Sec. 1 ch 14 SLA 2008; am Sec. 2 ch 16 SLA 2008; am Sec. 5 ch 92 SLA 2008; am Sec. 4 ch 28 SLA 2009; am Sec. 61 ch 41 SLA 2009; am Sec. 3 ch 50 SLA 2010; am Sec. 86 ch 61 SLA 2010)

#### Revisors Notes -

Paragraph (b)(24) was enacted as (b)(23) and paragraph (b)(25) was enacted as (b)(22); renumbered in 1976. Paragraph (b)(28) was enacted as (b)(27); renumbered in 1986. Paragraphs (b)(24) and (25) were enacted as (b)(23) and (b)(22), respectively; renumbered in 1976. Paragraph (b)(28) was enacted as (b)(27); renumbered in 1986. Paragraph (b)(30) was enacted as (b)(29); renumbered in 1990. Paragraph (b)(32) was enacted as (b)(31); renumbered in 1992, at which time "AS 45.45.400" was substituted for "AS 45.45.410" to correct a manifest error in Sec. 2, ch. 118, SLA 1992. Paragraphs (b)(35) and (36) were enacted as (b)(33) and (34), respectively; renumbered in 1993. Paragraph (b)(40) was enacted as (b)(38); renumbered in 1995. Paragraph (b)(44) was enacted as (b)(43); renumbered in 2002. Paragraph (b)(46) was enacted as (b)(45); renumbered in 2003. Paragraphs (b)(49) and (50) were enacted as (b)(47) and (48) and renumbered in 2004. Paragraph (b)(54) was enacted as (b)(53) and renumbered in 2008. Paragraph (b)(55) was enacted as (b)(53) and renumbered in 2008.

In paragraph (b)(57) of this section, "AS 45.45.450 - 45.45.459" was substituted for "AS 45.45.450 - 45.45.470" to conform to the 2010 renumbering of those sections.

#### Amendment Notes -

The first 2002 amendment, effective July 1, 2002, in subsection (b) made a chapter reference substitution in paragraph (33) and added paragraph (43).

The second 2002 amendment, effective July 6, 2002, added paragraph (b)(4f).

The first 2003 amendment, effective July 30, 2003, added paragraph (b)(46).

The second 2003 amendment, effective July 10, 2003, added paragraph (b)(45).

The first 2004 amendment, effective July 1, 2004, substituted "solicitations by telephonic means" for "telephonic solicitations" in paragraph (b)(35).

The second 2004 amendment, effective September 12, 2004, added paragraphs (b)(47) and (b)(48) [now paragraphs (b)(49) and (b)(50)].

The third 2004 amendment, effective July 4, 2004, added paragraphs (b)(47) and (b)(48).

The 2005 amendment, effective November 28, 2005, added paragraph (b)(51).

The 2007 amendment, effective July 1, 2008, added paragraph (b)(52).

The first 2008 amendment, effective July 8, 2008, added paragraph (b)(53).

The second 2008 amendment, effective July 9, 2008, added paragraph (b)(53) [now (b)(54)].

The third 2008 amendment, effective July 1, 2009, added paragraph (b)(53) [now (b)(55)].

The first 2009 amendment, effective May 26, 2009, added paragraph (b)(56).

The second 2009 amendment, effective June 21, 2009, in (b)(34), substituted "AS 08.66.260 - 08.66.350" for "AS 08.66.200 - 08.66.350".

The first 2010 amendment, effective July 1, 2010, in (b)(52), substituted "AS 06.60.340" for "AS 06.60.010 - 06.60.380".

The second 2010 amendment, effective September 5, 2010, added (b)(57).

#### Editors Notes -

Section 4, ch. 10, SLA 1999 provides that ch. 10, SLA 1999, which added (b)(42) to this section, "does not apply to a lease-purchase agreement unless the lease-purchase agreement is entered into on or after August 4, 1999." For purposes of this statement of applicability, Sec. 4 also provides that "lease-purchase agreement" has the meaning given in AS 45.35.099.

Section 15, ch. 79, SLA 2002, provides that paragraph (b)(43) and the amendment to (b)(33) apply to a franchise that is entered into on or after July 1, 2002.

AS 08.66.200, referred to in subsection (b)(34), was repealed in 2002; current corresponding provisions may be found beginning at AS 08.66.260.

Sec. 1, ch. 61, SLA 2010, provides that "it is the intent of the legislature that the amendment [of paragraph (b)(52)] not affect the right of a person to bring an action under AS 45.50.471 - 45.50.561 for a violation of AS 06.60.340, as amended by Sec. 48 [ch. 61, SLA 2010], for conduct that is also described under another provision of AS 06.60.320 - 06.60.380."

#### History Reports -

For report on ch. 246, SLA 1970 (FCCS 2d HCS CSSB 352), see 1970 House Journal Supplement 10, following p. 743 of the 1970 House Journal; for report of the conference committee, see either 1970 House Journal, p. 1546, or 1970 Senate Journal, p. 1296.

#### Decisions -

This statute did not chill constitutionally protected speech, where the speech in question involved communications regarding alleged debts and thus fell within the rubric of commercial speech, which enjoys a lesser first amendment protection than noncommercial speech. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Subsection (a) not vague. - The words of subsection (a) of this section have a "well-defined" meaning in the area of trade regulation and are therefore not vague. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Two elements must be proved to establish a prima facie case of unfair or deceptive acts or practices under the act: (1) that the defendant is engaged in trade or commerce; and (2) that in the conduct of trade or commerce, an unfair act or practice has occurred. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

In a consumer protection action, a prima facie case is presented when the plaintiff establishes that the defendant engaged in trade or commerce and in the course of that business committed an unfair act or practice. *State v. Grogan*, 628 P.2d 570 (Alaska 1981).

When act or practice is deceptive or unfair. - An act or practice is deceptive or unfair if it has the capacity or tendency to deceive. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Actual injury as a result of the deception is not required. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Intent to deceive need not be proved. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Testimony of consumers that they were misled is sufficient to sustain a prima facie case of unfair and deceptive practices. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

An act or practice need not be deceptive to be unfair. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Unfairness will be determined by a variety of factors, including: (1) whether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise - whether, in other words, it is within at least the penumbra of

some common law, statutory, or other established concept of unfairness; (2) whether it is immoral, unethical, oppressive, or unscrupulous; (3) whether it causes substantial injury to consumers or competitors or other businessmen. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Similarity to federal law. - The prohibition in this section against "unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce" is substantially similar to that contained in section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. Sec. 45(a)(1). *Matanuska Maid, Inc. v. State*, 620 P.2d 182 (Alaska 1980).

The concomitant federal statute, 15 U.S.C.S. Sec. 45(a)(1), the Federal Trade Commission Act, is not limited to consumer transactions, and neither should this section be so limited since it closely parallels the language of the federal act; the legislature specifically provided that due consideration and great weight be given to interpretations of the federal act. *Western Star Trucks, Inc. v. Big Iron Equip. Serv.*, 101 P.3d 1047 (Alaska 2004).

Vandalizing a customer's property is an unfair trade act within the meaning of this section. *State v. Grogan*, 628 P.2d 570 (Alaska 1981).

Standing timber not a "consumer good." - Because the standing timber that was involved in a sale was not a "consumer good," but real property, the sale was beyond the scope of the unfair trade practices statute. *Aloha Lumber Corp. v. University of Alaska*, 994 P.2d 991 (Alaska 1999).

Deceptive and unfair acts by collection agencies. - Threats by debt collection agencies of imminent legal action when no such action is actually contemplated is a deceptive act or practice. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Harassment of debtors by telephone calls to them, their relatives or their employers constitutes an unfair act or practice. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

A misrepresentation by a debt collection agency that failure to pay an alleged debt will result in impairment of one's credit rating has been held to be an unfair and deceptive act or practice. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

The use by collection agencies of simulated legal documents or collection forms labelled "Final Demand Before Legal Action" when no legal action is in fact taken constitutes a deceptive act. *State v. O'Neill Investigations, Inc.*, 609 P.2d 520 (Alaska 1980).

Bank's activities in connection with a mortgage and subsequent mortgage loan servicing arrangements were not covered by this article because the mortgage loan was not a "good" within the meaning of the statute and the bank was not an independent debt collector. *Barber v. National Bank*, 815 P.2d 857 (Alaska 1991).

Conduct creating likelihood to deceive. - In alleging that the competitor's ads had the capacity to deceive or confuse a buyer in connection with the advertisement of services, as prohibited by paragraph (b)(11), the complaint was sufficient to defeat a motion to dismiss for failure to state a claim, but a review of the factual support for these claims provided a strong basis for the superior court's finding that the action was frivolous and brought to harass the defendants, where plaintiffs never produced credible evidence that the central theme of the ads was unfair or deceptive; they did not produce even one person who had read the ads and could testify to any confusion; and they produced no evidence that they had suffered any monetary damage, as required for a private action under AS 45.50.531(a). *Garrison v. Dixon*, 19 P.3d 1229 (Alaska 2001).

Substantial evidence supported a jury's finding that an automobile dealer was liable under AS 45.50.471(a) and (b)(14) where the dealer had waited a full month after actually learning of a purchaser's disability before it first consulted its lawyer about a guardianship's effect on a disputed contract, the dealer had actively fought to defeat the guardians' efforts to rescind the sale, and it had counterclaimed against the guardians for the amount it had paid to the entity that had purchased the financing contract. *Kenai Chrysler Ctr., Inc. v. Denison*, 167 P.3d 1240 (Alaska 2007).

Article not applicable to sale of real property. - See note under this catchline following the article analysis. *State v. First Nat'l Bank*, 660 P.2d 406 (Alaska 1982).

Applicability to commercial transactions involving personalty. - Trial court correctly applied this section to a transaction between a parts dealer and a commercial truck manufacturer, finding that the

manufacturer had misrepresented the consequences of an oral agreement it had made with the dealer; unfair trade practices provisions do not apply only to transactions involving consumer goods and services. *Western Star Trucks, Inc. v. Big Iron Equip. Serv.*, 101 P.3d 1047 (Alaska 2004).

While the Unfair Trade Practices and Consumer Protection Act does not apply to transactions involving real estate, the Supreme Court of Alaska did not bar the application of the act to transactions between businesses involving services, or commercial or consumer personal property. *Western Star Trucks, Inc. v. Big Iron Equip. Serv.*, 101 P.3d 1047 (Alaska 2004).

Application of article to standing to maintain antitrust action. - Alaska Gasline Port Authority could not maintain an antitrust action for violations of Sec. 7 of the Clayton Act and the Unfair Trade Practices and Consumer Protection Act, this article, against natural gas producer companies for their alleged refusal to sell the Authority gas for its proposed pipeline because the Authority lacked standing inasmuch as its ability to finance the construction of the proposed pipeline was speculative at best; moreover, the Authority could not evade its obligation to show its preparedness by arguing that the companies' wrongdoings made its efforts futile. *Alaska Gasline Port Auth. v. ExxonMobil Corp.*, 2006 U.S. Dist. LEXIS 41245 (D. Alaska June 19, 2006).

Pro se litigant lacks standing to bring class action. - Where an airline customer brought both class and individual claims against an airline under this section and state antitrust law, AS 45.50.562, AS 45.50.564, based on its standard ticket terms and policies, the superior court properly dismissed the claim; as a pro se litigant, the customer could not bring an action on behalf of the class, while the customer's individual claims were preempted by the Airline Deregulation Act, 49 U.S.C.S. Sec. 41713. *Hallam v. Alaska Airlines, Inc.*, 91 P.3d 279 (Alaska 2004).

Cost-plus contract for house. - The Unfair Trade Practices and Consumer Protection Act did not apply to a cost-plus contract between a builder and the buyer of a house because the contract was not an "installment sale." *Munn v. Thornton*, 956 P.2d 1213 (Alaska 1998).

Time limitations. - Consumer's claim that a car dealership violated Alaska's Unfair Trade Practices and Consumer Protection Act by charging fees and costs not included in a vehicle's advertised sale price, including a document preparation fee, was time-barred because the limitations period under AS 45.50.531(f) began to run when the consumer discovered, or reasonably should have discovered, that the car dealership's conduct caused a loss and not when the consumer discovered that the conduct was illegal. *Weimer v. Cont'l Car & Truck, LLC*, 237 P.3d 610 (Alaska 2010).

In Medicaid recipient's suit against hospital and financial services corporation, alleging that the recipient had been billed in breach of the hospital's provider agreement with the state, the recipient's Unfair Trade Practice Act (UTPA) claim was not exempt, and he had a viable UTPA claim. *Smallwood v. Cent. Peninsula Gen. Hosp.*, 151 P.3d 319 (Alaska 2006).

Trade name. - Jury's verdict finding that name of plaintiff's trolley tours business had acquired secondary meaning and that defendants who operated a separate trolley tours business with the same name infringed plaintiff's trade name was supported by the evidence. *Alderman v. Iditarod Props., Inc.*, 32 P.3d 373 (Alaska 2001).

Investigation of acts violating both this article and article 4 of chapter. - Although it does not necessarily follow that an act which violates the Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 - 45.50.561 would also violate the Restraint of Trade Act, AS 45.50.562 - 45.50.596, if an act does violate both statutes, an investigation pursuant to AS 45.50.495 would be appropriate. *Matanuska Maid, Inc. v. State*, 620 P.2d 182 (Alaska 1980).

Since the bidding and pricing activities under investigation could have conceivably lacked some essential element of an AS 45.50.562 violation, which is Alaska's equivalent of the Sherman Act, 15 U.S.C. Sec. 1 et seq., it was appropriate for the state to investigate as well the possible violation of this section which is Alaska's equivalent of the Federal Trade Commission Act, 15 U.S.C. Sec. 41 et seq. *Matanuska Maid, Inc. v. State*, 620 P.2d 182 (Alaska 1980).

Motion to sever denied. - Defendant's motion to sever claims of violations of the Unfair Trade Practices and Consumer Protection Act on the basis that evidence offered about any one transaction

would be inadmissible character evidence with respect to other transactions was properly denied. *Anchorage Nissan, Inc. v. State*, 941 P.2d 1229 (Alaska 1997).

Sanction upheld for withholding discovery. - In a suit alleging unfair or deceptive practices, sanctions were proper following business person's withholding of discovery of whether false claims had been made about his companies and products; deeming the alleged facts to be admitted was a sanction sufficiently tailored to the discovery violation. *Lee v. State*, 141 P.3d 342 (Alaska 2006).

Liability of state. - The state owed no duty of care to car dealerships relating to violations by insurance companies in the disposition of "totaled" vehicles and, thus, could not be held liable for not enforcing the Unfair Trade Practices and Consumer Protection Act. *Anchorage Nissan, Inc. v. State*, 941 P.2d 1229 (Alaska 1997).

Abuse of discretion. - The superior court improperly dismissed plaintiff anesthesiologist's claims resulting from the termination of his privileges at defendant hospital where his complaint alleged facts which, if proven, were sufficient to state a claim for unreasonable restraint of trade, group boycott, attempted monopolization, unfair trade practices, defamation, breach of oral contract, interference with a prospective economic advantage, and intentional infliction of emotional distress. *Odom v. Fairbanks Mem. Hosp., Lutheran Health Sys.*, 999 P.2d 123 (Alaska 2000).

Applied in *Alaska Travel Specialists, Inc. v. First Nat'l Bank*, 919 P.2d 759 (Alaska 1996); *Casciola v. F. S. Air Serv.*, 120 P.3d 1059 (Alaska 2005).

Quoted in *Swenson Trucking & Excavating, Inc. v. Truckweld Equip. Co.*, 604 P.2d 1113 (Alaska 1980).

Cited in *O'Neill Investigations, Inc. v. Illinois Employers Ins.*, 636 P.2d 1170 (Alaska 1981); *O.K. Lumber Co. v. Providence Wash. Ins. Co.*, 759 P.2d 523 (Alaska 1988); *Pierce v. Catalina Yachts, Inc.*, 2 P.3d 618 (Alaska 2000); *Helfrich v. Valdez Motel Corp.*, 207 P.3d 552 (Alaska 2009); *Neese v. Lithia Chrysler Jeep of Anchorage, Inc.*, 210 P.3d 1213 (Alaska 2009).

Collateral Refs -

32 Am. Jur. 2d, False Pretenses, Sec. 1 et seq.; 37 Am. Jur. 2d, Fraud and Deceit, Sec. 56 et seq. 35 C.J.S. False Pretenses Sec. 11.

Validity, construction, and effect of state legislation regulating or controlling "bait-and-switch" or "disadvertising or sales practices, 50 ALR3d 1008.

Scope and exemptions of state deceptive trade practice and consumer protection acts, 89 ALR3d 399; 77 ALR4th 991; 89 ALR4th 854.

Practices forbidden by state deceptive trade practice and consumer protection acts, 89 ALR3d 449.

Applicability of warranty of fitness under UCC Sec. 2-315 to supplies or equipment used in performance of service contract, 47 ALR4th 238.

Worldwide web domain as violating state trademark protection statute or state unfair trade practices act, 96 ALR5th 1.

Protection of commercial speech under First Amendment-Supreme Court cases, 164 ALR Fed. 1.