Tempe, AZ 85281 Telephone: (480) 331-9397
--

1	Paul D. Ticen (AZ Bar # 024788) Kelley / Warner, P.L.L.C. 8283 N. Hayden Rd., #229 Scottsdale, Arizona 85258 Tel: 480-331-9397 Dir Tel: 480-636-8150 Fax: 480-907-1235 Email: paul@kellywarnerlaw.com
	Kelley / Warner, P.L.L.C.
2	8283 N. Hayden Rd., #229
2	Scottsdale, Arizona 85258
٦	Tel: 480-331-9397
4	Dir Tel: 480-636-8150
ا ہے	Fax: 480-907-1235
٥	Email: paul@kellywarnerlaw.com
6	Attorney for Non-Party Subpoena Targets
	Audiney for non-rarry Subpoena Targets

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

									Kitts	and
Ne	vis	lim	itec	l liab	ilit	y coi	np	any	,	

Case No.: 2:12-cv-02144-PHX – GMS

Plaintiff,

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

NON-PARTIES' REPLY TO PLAINTIFF'S RESPONSE TO ORDER TO SHOW CAUSE

DAVID HARRIS,

Defendant.

identified by IP Address Nos. Non-parties, who are 72.223.91.187, 68.230.120.162, 68.106.45.9, 68.2.87.48, 98.165.107.179 and 68.2.92.187 and targeted through a subpoena duces tecum issued in connection with this matter, hereby submit a reply to Plaintiff's response to the Court's Order to Show Cause. Plaintiff, through a series of declarations, crafts a detailed story admitting (for the first time) that the Alan Cooper who testified during the March 11, 2013 show cause hearing conducted by Judge Wright is indeed the individual who purportedly signed the assignment. However, Plaintiff story attempting to cast doubt on Mr. Cooper's "repudiation" of his involvement as Plaintiff's corporate representative, is not credible. A significant part of Plaintiff's story is based on Attorney John Steele's declaration. The same John Steele who among

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

27

28

Prenda Law's principals, and who Judge Wright found has an ownership interest in Plaintiff (among other shell companies). (See Ingenuity 13, LLC v. John Doe, CD Cal, 2:12-cv-08333, ECF Doc No 130 at 3:24-4:7). Mr. Steele's incredulously claims that his involvement was limited to an offer to facilitate an introduction between Mr. Cooper and Mark Lutz, concerning Mr. Lutz's companies. (ECF Doc No 59-4 at ¶ 9). recommendation that Mr. Cooper gain exposure to the porn industry by serving as corporate representative. (Id. at \P 10). Although, the time frame of this conversation is unclear, it's reasonable to infer that it occurred no later than 2011 based on Mr. Steele's "understanding" that Mr. Cooper connected with Mr. Lutz and "participated in a limited number of transactions in 2011 with Mr. Lutz's companies." (Id. at ¶ 11). Notably absent are Mr. Steele's claim that Mr. Cooper authorized him to use his identity and signature in connection with anything and Mr. Steele's express denial that he or others at his direction misappropriated Mr. Cooper's identity and forged signature on the assignment.

Mr. Steele's declaration cannot withstand scrutiny. Mr. Steele's declaration is discredited by documents subpoenaed from GoDaddy.com, LLC in connection with the Minnesota case and Paul Hansmeier deposition testimony as Plaintiff's designated 30(b)(6) deponent. Further, a transcript of voice call recordings left by John Steele on Mr. Cooper's voice mail shortly after he (Steele) learned that Mr. Cooper hired Attorney Paul Godfread concerning his misappropriated identity, strongly supports that Mr. Steele's story is the one spawned by retaliation and vengeance.

GoDaddy.com, LLC records show John Steele misappropriated Mr. 1. Cooper's Identity as early as November 6, 2010.

On November 6, 2010 at 10:01 a.m., John Steele created a GoDaddy account and was assigned Shopper ID 39706942. (See GoDaddy Document for Shopper ID 39706942, attached as **Exhibit 1** hereto at pg. marked as bates number GD000001) and GD000074). Initially, Mr. Steele used his own name and the business address for Steele Hansmeier, PLLC. (*Id.* at pg. marked as bates number GD000074; See May 16, 2011

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

27

28

demand letter from Steele Hansmeier, PLLC, attached as **Exhibit 2** hereto). However, a mere 15 minutes later, Mr. Steele changed the customer name from himself to Alan Cooper. (Exhibit 1 at pg. marked as bates number GD000074). And his business address to 4532 East Villa Teresa Drive in Phoenix, where an individual by the name of Jayme Steele was living at the time. (Id., See Medical Lien recorded by St. Joseph's Hospital with the Maricopa County Recorder, Recording Number 20120901595, attached as Exhibit 3 hereto). This GoDaddy account was used to secure a number of domains, and the customer history reveals little doubt that an individual by John Steele had contact with GoDaddy customer service, including issues with the domain www.wefightpiracy.com. (Exhibit 1 at pgs. bates numbered as GD000002-08 and GD000011).

Significantly, Mr. Cooper's name and the Phoenix address were also used in connection with setting up an entity in the State of Minnesota entitled VPR, Inc. (Ingenuity 13, LLC v. John Doe, ECF Doc No. 93 at 30:19-31:7). Mr. Cooper who testified during the March 11th show cause hearing, including being cross-examined by Brett Gibbs' (Of Counsel to Prenda Law) lawyer, denied living at that address or ever having been to Arizona. (*Id.* at 30:23-31:7). And Mr. Cooper denied ever registering the domain "nottissues.com, which is one of the domain names acquired under the account for Shopper ID 39706942. (Id. at 31:17-20; Exhibit 1 at pg. marked as bates number GD000008).

Mr. Steele's purported limited involvement as a merely offering to make the introduction (not that he actually did) cannot survive scrutiny in light of these GoDaddy documents establishing that Mr. Steele indeed used Mr. Cooper's identity, and undoubtedly his electronic signature when accepting GoDaddy terms and conditions.

2. Paul Hansmeier Testified that John Steele was Actively Involved in Securing The Assignment with Cooper's Signature.

Mr. Hansmeier, as Plaintiff's designated 30(b)(6) deponent, testified to a number of particularized matters. See Notice of Deposition of AF Holdings, LLC in AF

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

27

28

Holdings v. Joe Navasca, ND Cal, 3:12-cv-02396, attached as **Exhibit 4** hereto). The particularized matters included circumstances surrounding the assignment, whether the Mr. Cooper employed by Mr. Steele was the individual whose signature appeared on the assignment and Plaintiff's ownership structure and operations. Id. On February 19, 2013, Mr. Hansmeier testified to the following:

- Mark Lutz, Plaintiff's purported CEO, asked Mr. Steele to arrange for a corporate representative to acknowledge the assignment agreement on behalf of Plaintiff. (Ingenuity 13 v. John Doe, ECF Doc No 71 at 122:2-11);
- John Steele did so and returned the assignment bearing Alan Cooper's signature to Plaintiff (*Id.* at 122:9-11)
- John Steele informed him (Mr. Hansmeier) that the Cooper signature was authentic and not a forgery. (*Id.* at 123:-15-18, 124:6-7).
- John Steele is the only person who knows the Alan Cooper that was the caretaker of Mr. Steele's property in Minnesota. (*Id.* at 126:18-127:2).

Plaintiff's Response paints a different picture concerning Mr. Steele's The above testimony undeniably directly contradicts Mr. Steele's involvement. declaration. Both stories cannot be true and correct. These contradictions further discredit John Steele's declaration and Plaintiff's Response.

3. John Steele's Voice Mails Demonstrate That He Is Seeking Revenge Against Mr. Cooper.

While Plaintiff's paints Mr. Cooper as the individual seeking revenge, in reality, John Steele is the person retaliating against Mr. Cooper, and the one acting vengeful. After Mr. Godfread informed Mr. Steele that he (Godfread) was representing Mr. Cooper in connection with the misappropriated identity and forged signature, Mr. Steele repeatedly called Mr. Cooper's cell phone and left messages. A transcript of these voice messages was an exhibit to the March 11th show cause hearing. (Ingenuity 13, LLC v. John Doe, ECF Doc No 79-1). Mr. Cooper also testified that Mr. Steele left him voice

23

24

25

26

27

28

1

2

3

4

5

6

7

8

9

messages and sent him text messages. (*Id.*, ECF Doc No. 93 at 32:5-23). Notably, Mr. Steele threatened to bring lawsuits against Mr. Cooper, which given the timing, was undeniably in retaliation for Mr. Godfread's call questioning the misappropriated identity. (Id. at 3:3-17). The threatening manner behind the voice messages is easily discerned, especially given the dynamics between a lawyer and non-lawyer. vengeful nature of these voice messages further discredits the veracity of Mr. Steele's declaration.

4. **Conclusion**

Plaintiff's response lacks credibility. It relies significantly on Mr. Steele's declaration to question Mr. Cooper's purported "repudiation" of his willingness to serve as Plaintiff's corporate representative. However, Mr. Steele's declaration is discredited by documents subpoenaed from GoDaddy.com, LLC in connection with the Minnesota case, Paul Hansmeier deposition testimony as Plaintiff's designated 30(b)(6) deponent and the vengeful nature of Mr. Steele's voice messages.

RESPECTFULLY submitted this 4th day of June, 2013.

KELLY / WARNER, PLLC

By /s/ Paul D. Ticen Paul D. Ticen 8283 N. Hayden Rd., #229 Scottsdale, Arizona 85258 Attorney for Non-Party Subpoena Targets

CERTIFICATE OF FILING AND SERVICE

Pursuant to the Case Management/Electronic Case Filing Administrative Policies and Procedures Manual ("CM/ECF Manual") of the United States District Court for the District of Arizona, I hereby certify that on June 4, 2013, I electronically filed:

NON-PARTIES' REPLY TO PLAINTIFF'S RESPONSE TO ORDER TO SHOW CAUSE

with the U.S. District Court clerk's office using the ECF system, which will send notification of such filing to the assigned Judge and to the following counsel of record:

Steven James Goodhue Law Offices of Steven James Goodhue 9375 East Shea Blvd., Suite 100 Scottsdale, Arizona 85260 E-Mail: sjg@sjgoodlaw.com Attorney for Plaintiff

KELLY / WARNER, PLLC

By /s/ Paul D. Ticen
Paul D. Ticen
8283 N. Hayden Rd., #229
Scottsdale, Arizona 85258
Attorney for Non-Party Subpoena Targets

Shopper ID: 39706942

Private Label ID 1

Login Name: alancooper069

First Name: Alan

Middle Name:

Last Name: Cooper

Company:

Address1: 4532 E Villa Theresa Dr.

Address2:

City: Phoenix
State/Prov: AZ
Postal Code: 85032
Country: US

Phone1: 4806489301

Phone1Extension:

Phone2:

Fax: Mobile:

Email: johnlsteele@gmail.com

BirthDate:

Gender: No Response

Date Created: 11/6/2010 10:01:19 AM

Last Changed By gdwshAuthenticate.ResetPassword

Last Changed By Date 5/4/2012 10:53:45 AM

Status:

Fraud: Verified by Fraud Dept - Customer OK

Shopper Pin

Password Reminder

Twitter Handle

Domain Name	Status	Created	Expires	Order ID
SHELOSTTHEBET.COM	8 Cancelled	11/6/2010	11/6/2011	282160441
IRAQCAREPACKAGES.COM	8 Cancelled	11/6/2010	11/6/2011	282160441
MYGIRLFRIENDLOSTABET.COM	8 Cancelled	11/6/2010	11/6/2011	282160441
TRANNYBOYSWHOLOVETHEIRTOYS.CO M	8 Cancelled	11/10/2010	11/10/2011	282873606
SNAKEBITE.CC	8 Cancelled	11/19/2010	11/19/2011	285142200
NOTISSUES.COM	8 Cancelled	3/24/2011	3/24/2012	315315126

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 9 of 84 **Domain Information for Shopper ID 39706942**

Shopper ID: 39706942

Domain Name: SHELOSTTHEBET.COM

Registration Period: 1

Create Date: 11/6/2010 12:21:06 PM Expiration Date: 11/6/2011 1:21:06 PM Update Date: 12/18/2011 2:48:10 AM

Transfer Away Date:

Status: 8 Cancelled
Is Certified Domain: False
Custom DNS: No

Registrant Contact

Registration Private Name: Registration Private Name: Domains By Proxy, LLC Domains By Proxy, LLC Company: Company: Email: DBP@domainsbyproxy.com Email: DBP@domainsbyproxy.com DomainsByProxy.com Address 1: DomainsByProxy.com Address 1:

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309 Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale City: Scottsdale State/Province: Arizona State/Province: Arizona Postal Code: 85260 Postal Code: 85260 Country: United States Country: United States Phone: (480) 624-2599 Phone: (480) 624-2599 Fax: (480) 624-2598 Fax: (480) 624-2598

Administrative Contact

Modify Time:

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

11/6/2010 10:20:17 AM

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:17 AM

Billing Contact

Modify Time:

Technical Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

11/6/2010 10:20:17 AM

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:17 AM

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 10 of 84 **Domain Information for Shopper ID 39706942**

Shopper ID: 39706942

Domain Name: IRAQCAREPACKAGES.COM

Registration Period: 1

Create Date: 11/6/2010 12:21:06 PM Expiration Date: 11/6/2011 1:21:06 PM Update Date: 12/18/2011 2:48:10 AM

Transfer Away Date:

Status: 8 Cancelled
Is Certified Domain: False
Custom DNS: No

Registrant Contact

Registration Private Name: Registration Private Name: Domains By Proxy, LLC Domains By Proxy, LLC Company: Company: Email: DBP@domainsbyproxy.com Email: DBP@domainsbyproxy.com DomainsByProxy.com Address 1: DomainsByProxy.com Address 1:

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309 Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

Technical Contact

Billing Contact

City: Scottsdale City: Scottsdale State/Province: Arizona State/Province: Arizona Postal Code: 85260 Postal Code: 85260 Country: United States Country: United States Phone: (480) 624-2599 Phone: (480) 624-2599 Fax: (480) 624-2598 Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:18 AM Modify Time: 11/6/2010 10:20:18 AM

Administrative Contact

Name: Registration Private Name: Registration Private Company: Domains By Proxy, LLC Company: Domains By Proxy, LLC Email: DBP@domainsbyproxy.com Email: DBP@domainsbyproxy.com Address 1: DomainsByProxy.com Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309 Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale City: Scottsdale Arizona State/Province: Arizona State/Province: Postal Code: 85260 Postal Code: 85260 Country: United States Country: United States Phone: (480) 624-2599 Phone: (480) 624-2599 (480) 624-2598 Fax: (480) 624-2598 Fax:

Modify Time: 11/6/2010 10:20:18 AM Modify Time: 11/6/2010 10:20:18 AM

GD 000004

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 11 of 84 **Domain Information for Shopper ID 39706942**

Shopper ID: 39706942

Domain Name: MYGIRLFRIENDLOSTABET.COM

Registration Period: 1

Create Date: 11/6/2010 12:21:06 PM Expiration Date: 11/6/2011 1:21:06 PM Update Date: 12/18/2011 2:48:10 AM

Transfer Away Date:

Status: 8 Cancelled
Is Certified Domain: False
Custom DNS: No

Registrant Contact

Name:Registration PrivateNCompany:Domains By Proxy, LLCCEmail:DBP@domainsbyproxy.comEAddress 1:DomainsByProxy.comA

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:18 AM

Administrative Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:18 AM

Technical Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:18 AM

Billing Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/6/2010 10:20:18 AM

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 12 of 84 **Domain Information for Shopper ID 39706942**

Shopper ID: 39706942

Domain Name: TRANNYBOYSWHOLOVETHEIRTOYS.COM

Registration Period: 1

Create Date: 11/10/2010 12:12:08 AM
Expiration Date: 11/10/2011 12:12:08 AM
Update Date: 12/22/2011 2:19:06 AM

Transfer Away Date:

Status: 8 Cancelled
Is Certified Domain: False
Custom DNS: No

Registrant Contact

Name: Registration Private N Company: Domains By Proxy, LLC C Email: DBP@domainsbyproxy.com E

Address 1: DomainsByProxy.com
Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/9/2010 10:11:47 PM

Technical Contact

Name: Registration Private

Company: Domains By Proxy, LLC

Email: DBP@domainsbyproxy.com

Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/9/2010 10:11:47 PM

Administrative Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

 City:
 Scottsdale

 State/Province:
 Arizona

 Postal Code:
 85260

 Country:
 United States

 Phone:
 (480) 624-2599

 Fax:
 (480) 624-2598

 Modify Time:
 11/9/2010 10:11:47 PM

Billing Contact

Name: Registration Private
Company: Domains By Proxy, LLC
Email: DBP@domainsbyproxy.com
Address 1: DomainsByProxy.com

Address 2: 14747 N Northsight Blvd Suite 111, PMB 309

City: Scottsdale
State/Province: Arizona
Postal Code: 85260
Country: United States
Phone: (480) 624-2599
Fax: (480) 624-2598

Modify Time: 11/9/2010 10:11:47 PM

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 13 of 84 **Domain Information for Shopper ID 39706942**

Technical Contact

Billing Contact

Shopper ID: 39706942

Domain Name: SNAKEBITE.CC

Registration Period: 1

Create Date: 11/19/2010 10:31:36 AM
Expiration Date: 11/19/2011 10:31:36 AM
Update Date: 12/31/2011 2:44:01 AM

Transfer Away Date:

Status: 8 Cancelled

Is Certified Domain: False
Custom DNS: No

Registrant Contact

Name: Alan Cooper Name: Alan Cooper

Company: Company:

Email:alancooper069@gmail.comEmail:alancooper069@gmail.comAddress 1:4532 E Villa Theresa Dr.Address 1:4532 E Villa Theresa Dr.

Address 2: Address 2:

City: Phoenix City: Phoenix State/Province: Arizona State/Province: Arizona Postal Code: 85032 Postal Code: 85032 Country: United States Country: United States Phone: (480) 648-9301 Phone: (480) 648-9301

Fax: Fax:

Modify Time: 11/19/2010 8:31:05 AM Modify Time: 11/19/2010 8:31:05 AM

Administrative Contact

Phone:

Name: Alan Cooper Name: Alan Cooper

Company: Company:

Email: alancooper069@gmail.com Email: alancooper069@gmail.com

Address 1: 4532 E Villa Theresa Dr. Address 1: 4532 E Villa Theresa Dr.

Address 2: Address 2:

City: Phoenix City: Phoenix State/Province: Arizona State/Province: Arizona Postal Code: 85032 Postal Code: 85032 United States United States Country: Country:

Fax: Fax:

(480) 648-9301

Modify Time: 11/19/2010 8:31:05 AM Modify Time: 11/19/2010 8:31:05 AM

Phone:

(480) 648-9301

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 14 of 84 **Domain Information for Shopper ID 39706942**

Technical Contact

Billing Contact

4806489301

Shopper ID: 39706942

Domain Name: NOTISSUES.COM

Registration Period: 1

Create Date: 3/24/2011 4:03:47 PM Expiration Date: 3/24/2012 4:03:47 PM Update Date: 5/5/2012 3:33:07 AM

Transfer Away Date:

Status: 8 Cancelled

Is Certified Domain: False
Custom DNS: No

Registrant Contact

Name: Alan Cooper Name: Alan Cooper

Company: Company:

Email: johnlsteele@gmail.com Email: johnlsteele@gmail.com

Address 1: 4532 E Villa Theresa Dr. Address 1: 4532 E Villa Theresa Dr.

Address 2: Address 2:

Phoenix City: Phoenix City: State/Province: Arizona State/Province: Arizona Postal Code: 85032 Postal Code: 85032 Country: United States Country: United States Phone: 4806489301 Phone: 4806489301

Fax: Fax:

Modify Time: 3/24/2011 2:03:29 PM Modify Time: 3/24/2011 2:03:29 PM

Administrative Contact

Name: Alan Cooper Name: Alan Cooper

Company: Company:

Email: johnlsteele@gmail.com Email: johnlsteele@gmail.com
Address 1: 4532 E Villa Theresa Dr. Address 1: 4532 E Villa Theresa Dr.

Address 2: Address 2:

City: Phoenix City: Phoenix State/Province: Arizona State/Province: Arizona Postal Code: 85032 Postal Code: 85032 United States United States Country: Country:

Phone: 4806489301 Phone: Fax: Fax:

Modify Time: 3/24/2011 2:03:29 PM Modify Time: 3/24/2011 2:03:29 PM

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 15 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
5/5/2012 1:33:25 AM / / Client IP: GoDaddy Internal	Cancellation Email Sent. ResourceID: 99098715, Namespace: domain
5/5/2012 1:33:14 AM / RegHerculesSvc / Client IP: GoDaddy Internal	Cancelling: NOTISSUES.COM OrderID: 315315126 RowID: 0 Namespace:domain ResourceID: 99098715
5/5/2012 1:33:07 AM / RegComEPPSvc / Client IP: GoDaddy Internal	domain name NOTISSUES.COM removed by RegComEPPSvc on 05/05/12 01:33:07
5/4/2012 11:11:07 AM / Farley, Jenny / Client IP: GoDaddy Internal	Johncust ci about domain name wefightpiracy.com and is needing the ftp username and password information for the hosting account. not in account 13825493. found different account 39706942. did not have password for account. sent reset password. walked cust through where to find the information. the only thing in that account was expired domain name. cust found another account while talking to his friend 37043778, valided into account. walked cust through adding a ftp user to account.
5/4/2012 10:54:22 AM / Farley, Jenny / Client IP: GoDaddy Internal	Jenny Farley accessed account with reason "General/Research". Shopper PIN.
5/4/2012 10:53:44 AM / gdwshAuthenticate / Client IP: GoDaddy Internal	Password Reset performed by shopper
5/4/2012 10:43:10 AM / Farley, Jenny / Client IP: GoDaddy Internal	Jenny Farley accessed account with reason "General/Research". Shopper PIN.
5/4/2012 10:43:03 AM / Farley, Jenny / Client IP: GoDaddy Internal	Jenny Farley accessed account with reason "General/Research". Shopper PIN.
5/4/2012 10:34:03 AM / Farley, Jenny / Client IP: GoDaddy Internal	Jenny Farley accessed account with reason "General/Research". Shopper PIN.
5/4/2012 10:33:58 AM / Farley, Jenny / Client IP: GoDaddy Internal	Jenny Farley accessed account with reason "General/Research". Shopper PIN.
4/5/2012 5:42:31 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
4/5/2012 5:42:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Domain. Reason: Profile is inactive. Domain: NOTISSUES.COM
3/29/2012 4:40:55 AM / BillingAgent / Client IP: GoDaddy Internal 3/29/2012 4:40:55 AM / gdBAEmail.Email /	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 04/05/2012 Reason: Profile is inactive. Domain: NOTISSUES.COM Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	.COM Domain Name Renewal - 1 Year (recurring) 04/05/2012 1 \$13.01 NOTISSUES.COM
3/26/2012 11:01:00 AM / Automated Campaign / Client IP: GoDaddy Internal	Phone call placed via an Automated Campaign. Left voice mail.
3/25/2012 5:10:42 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 16 of 84 Notes Info for Shopper ID 39706942

Entered Date / By	Note
3/25/2012 5:10:41 AM / BillingAgent / Client	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 03/29/2012 Reason:
IP: GoDaddy Internal	Profile is inactive. Domain: NOTISSUES.COM
3/19/2012 5:37:51 AM / GenerateRenewals /	Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire on Mar. 24,
Client IP: GoDaddy Internal	2012
3/9/2012 2:49:25 AM / RenewalNotice / Client	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper
IP: GoDaddy Internal	39706942 for 1 Domain resource(s) set to expire around Mar. 24, 2012. Email
	BatchID=135403192. Payment profiles are current.
2/23/2012 3:28:50 AM / RenewalNotice / Client	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper
IP: GoDaddy Internal	39706942 for 1 Domain resource(s) set to expire around Mar. 24, 2012. Email
	BatchID=133795817. Payment profiles are current.
1/24/2012 1:47:42 AM / RenewalNotice / Client	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper
IP: GoDaddy Internal	39706942 for 1 Domain resource(s) set to expire around Mar. 24, 2012. Email
	BatchID=130151144. Payment profiles are current.
12/31/2011 12:46:07 AM / / Client IP:	Cancellation Email Sent. ResourceID: 91782652, Namespace: domain
GoDaddy Internal	
12/31/2011 12:45:53 AM / RegHerculesSvc /	Cancelling: SNAKEBITE.CC OrderID: 285142200 RowID: 0 Namespace:domain ResourceID:
Client IP: GoDaddy Internal	91782652
12/31/2011 12:44:01 AM / RegCCTVSvc /	domain name SNAKEBITE.CC removed by RegCCTVSvc on 12/31/11 00:44:01
Client IP: GoDaddy Internal	
12/25/2011 4:00:43 AM / RenewalNotice /	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper
Client IP: GoDaddy Internal	39706942 for 1 Domain resource(s) set to expire around Mar. 24, 2012. Email
	BatchID=126537753. Payment profiles are current.
12/22/2011 12:19:57 AM / / Client IP:	Cancellation Email Sent. ResourceID: 91252982, Namespace: domain
GoDaddy Internal	
12/22/2011 12:19:18 AM / RegHerculesSvc /	Cancelling: TRANNYBOYSWHOLOVETHEIRTOYS.COM OrderID: 282873606 RowID: 0
Client IP: GoDaddy Internal	Namespace:domain ResourceID: 91252982
12/22/2011 12:19:05 AM / RegComEPPSvc /	domain name TRANNYBOYSWHOLOVETHEIRTOYS.COM removed by RegComEPPSvc on
Client IP: GoDaddy Internal	12/22/11 00:19:05
12/18/2011 12:48:31 AM / / Client IP:	Cancellation Email Sent. ResourceID: 91072982, Namespace: domain
GoDaddy Internal	
12/18/2011 12:48:31 AM / / Client IP:	Cancellation Email Sent. ResourceID: 91072983, Namespace: domain
GoDaddy Internal	
12/18/2011 12:48:31 AM / / Client IP:	Cancellation Email Sent. ResourceID: 91072981, Namespace: domain
GoDaddy Internal	
12/18/2011 12:48:20 AM / RegHerculesSvc /	Cancelling: MYGIRLFRIENDLOSTABET.COM OrderID: 282160441 RowID: 0
Client IP: GoDaddy Internal	Namespace:domain ResourceID: 91072983
12/18/2011 12:48:20 AM / RegHerculesSvc /	Cancelling: SHELOSTTHEBET.COM OrderID: 282160441 RowID: 1 Namespace:domain
Client IP: GoDaddy Internal	ResourceID: 91072981
12/18/2011 12:48:20 AM / RegHerculesSvc /	Cancelling: IRAQCAREPACKAGES.COM OrderID: 282160441 RowID: 3 Namespace:domain
Client IP: GoDaddy Internal	ResourceID: 91072982
12/18/2011 12:48:10 AM / RegComEPPSvc /	domain name MYGIRLFRIENDLOSTABET.COM removed by RegComEPPSvc on 12/18/11
Client IP: GoDaddy Internal	00:48:10
12/18/2011 12:48:10 AM / RegComEPPSvc /	domain name SHELOSTTHEBET.COM removed by RegComEPPSvc on 12/18/11 00:48:10
Client IP: GoDaddy Internal	
12/18/2011 12:48:10 AM / RegComEPPSvc /	domain name IRAQCAREPACKAGES.COM removed by RegComEPPSvc on 12/18/11 00:48:10
Client IP: GoDaddy Internal	5_5555555555555555555555555555555555555
12/9/2011 4:59:34 AM / BillingAgent / Client	Cancelling: SNAKEBITE.CC OrderID: 285142200 RowID: 1 Namespace:proxima ResourceID:
IP: GoDaddy Internal	128517359
•	

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 17 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
12/9/2011 4:59:28 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Proxima. Reason: Profile is inactive. Account: Business Registration for SNAKEBITE.CC for 11/19/2011.
12/9/2011 4:59:28 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	Business Registration Renewal CANCELLED 1 \$4.99
	Business Registration for SNAKEBITE.CC for 11/19/2011.
12/1/2011 4:13:14 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	.CC Domain Name Renewal - 1 Year (recurring) CANCELLED 1 \$19.99 SNAKEBITE.CC
12/1/2011 4:13:13 AM / BillingAgent / Client	Failed Billing Attempt: 3. Cancelling Domain. Reason: Profile is inactive. Domain:
IP: GoDaddy Internal	SNAKEBITE.CC
11/29/2011 2:56:47 AM / BillingAgent / Client	Failed Billing Attempt (Proxima): 2. Next Attempt Date: Dec 9 201 Reason: Profile is inactive.
IP: GoDaddy Internal	Account: Business Registration for SNAKEBITE.CC for 11/19/2011.
11/29/2011 2:56:47 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	Business Registration Renewal 12/9/2011 1 \$4.99
	Business Registration for SNAKEBITE.CC for 11/19/2011.
11/26/2011 3:01:50 AM / BillingAgent / Client	Cancelling: Mini Online File Folder (1 GB) (annual) OrderID: 282160441 RowID: 7
IP: GoDaddy Internal	Namespace:onlinestor ResourceID: 127456719
11/26/2011 3:01:47 AM / BillingAgent / Client	Failed Billing Attempt: 3. Cancelling Online Storage. Reason: Profile is inactive. Account: Billing
IP: GoDaddy Internal	for 11/06/2011. Purchased on original receipt: 282160441
11/26/2011 3:01:47 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	Mini Online File Folder (1 GB) - Renewal (annual) CANCELLED 1 \$1.99
	Billing for 11/06/2011. Purchased on original receipt: 282160441
11/25/2011 5:44:26 AM / BillingAgent / Client	Cancelling: New Account OrderID: 282160441 RowID: 6 Namespace:calendar ResourceID:
IP: GoDaddy Internal	127456718
11/25/2011 5:44:22 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	Group Calendar (5 Users) - Renewal (annual) CANCELLED 1 \$9.99
	Billing for 11/06/2011. New Account
11/25/2011 5:44:22 AM / BillingAgent / Client	Failed Billing Attempt: 3. Cancelling Group Calendar. Reason: Profile is inactive. Account: Billing
IP: GoDaddy Internal	for 11/06/2011. New Account
II. Sobada internal	100 11,00,100 1100 1100 1100

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 18 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
11/24/2011 4:52:01 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	.CC Domain Name Renewal - 1 Year (recurring) 12/01/2011 1 \$19.99 SNAKEBITE.CC
11/24/2011 4:52:00 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 12/01/2011 Reason: Profile is inactive. Domain: SNAKEBITE.CC
11/22/2011 4:39:26 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Domain. Reason: Autorenew is off. Domain: TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/22/2011 4:39:26 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	AutoRenewOff Email Sent to: johnlsteele@gmail.com for Product Name Next Attempt DateCOM Domain Name Renewal - 1 Year (recurring) TRANNYBOYSWHOLOVETHEIRTOYS.COM
	Private Registration Services - Renewal CANCELLED TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/21/2011 11:00:00 AM / Automated	Phone call placed via an Automated Campaign. Left voice mail.
Campaign / Client IP: GoDaddy Internal	
11/21/2011 6:34:00 AM / GenerateRenewals /	Sending expiration notice to shopper 39706942 for 1 Domain resource(s) set to expire on Nov. 10,
Client IP: GoDaddy Internal	2011
11/20/2011 4:37:15 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	SNAKEBITE.CC
11/20/2011 4:37:15 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 11/24/2011 Reason: Profile is inactive. Domain: SNAKEBITE.CC
11/19/2011 4:23:48 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Business Registration Renewal 11/29/2011 1 \$4.99 Business Registration for SNAKEBITE.CC for 11/19/2011.
11/19/2011 4:23:48 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Proxima): 1. Next Attempt Date: Nov 29 201 Reason: Profile is inactive. Account: Business Registration for SNAKEBITE.CC for 11/19/2011.
11/18/2011 2:36:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Domain. Reason: Profile is inactive. Domain: SHELOSTTHEBET.COM
11/18/2011 2:36:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Domain. Reason: Profile is inactive. Domain: IRAQCAREPACKAGES.COM
11/18/2011 2:36:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Domain. Reason: Profile is inactive. Domain: MYGIRLFRIENDLOSTABET.COM

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 19 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
11/18/2011 2:36:30 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Private Registration Services - Renewal CANCELLED 1 \$9.99 SHELOSTTHEBET.COM
	.COM Domain Name Renewal - 1 Year (recurring) CANCELLED 1 \$12.17 IRAQCAREPACKAGES.COM
	Private Registration Services - Renewal CANCELLED 1 \$9.99 IRAQCAREPACKAGES.COM
	.COM Domain Name Renewal - 1 Year (recurring) CANCELLED 1 \$12.17 MYGIRLFRIENDLOSTABET.COM
	Private Registration Services - Renewal CANCELLED 1 \$9.99 MYGIRLFRIENDLOSTABET.COM
11/16/2011 6:20:55 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending expiration notice to shopper 39706942 for 1 Domain resource(s) set to expire on Nov. 10, 2011
11/16/2011 3:07:00 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	Mini Online File Folder (1 GB) - Renewal (annual) 11/26/2011 1 \$1.99 Billing for 11/06/2011. Purchased on original receipt: 282160441
11/16/2011 3:07:00 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Online Storage): 2. Next Attempt Date: Nov 26 201 Reason: Profile is inactive. Account: Billing for 11/06/2011. Purchased on original receipt: 282160441
11/15/2011 4:27:52 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 11/22/2011 Reason: Autorenew is off. Domain: TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/15/2011 4:27:52 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Group Calendar (5 Users) - Renewal (annual) 11/25/2011 1 \$9.99 Billing for 11/06/2011. New Account
11/15/2011 4:27:52 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	AutoRenewOff Email Sent to: johnlsteele@gmail.com for Product Name Next Attempt Date
	.COM Domain Name Renewal - 1 Year (recurring) 11/22/2011 TRANNYBOYSWHOLOVETHEIRTOYS.COM Private Registration Services - Renewal
	TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/15/2011 4:27:52 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Group Calendar): 2. Next Attempt Date: Nov 25 201 Reason: Profile is inactive. Account: Billing for 11/06/2011. New Account
11/14/2011 5:55:17 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire on Nov. 19, 2011

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 20 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
11/11/2011 3:46:06 AM / gdBAEmail.Email /	Failure Email sent to:
Client IP: GoDaddy Internal	johnlsteele@gmail.com for
	Product Name Next Billing Date Qty Price
	.COM Domain Name Renewal - 1 Year (recurring) 11/18/2011 1 \$12.17 SHELOSTTHEBET.COM
	Private Registration Services - Renewal 1 \$9.99 SHELOSTTHEBET.COM
	.COM Domain Name Renewal - 1 Year (recurring) 11/18/2011 1 \$12.17 IRAQCAREPACKAGES.COM
	Private Registration Services - Renewal 1 \$9.99 IRAQCAREPACKAGES.COM
	.COM Domain Name Renewal - 1 Year (recurring) 11/18/2011 1 \$12.17 MYGIRLFRIENDLOSTABET.COM
	Private Registration Services - Renewal 1 \$9.99
	MYGIRLFRIENDLOSTABET.COM
11/11/2011 3:46:05 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 11/18/2011 Reason: Profile is inactive. Domain: MYGIRLFRIENDLOSTABET.COM
11/11/2011 3:46:05 AM / BillingAgent / Client	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 11/18/2011 Reason:
IP: GoDaddy Internal	Profile is inactive. Domain: SHELOSTTHEBET.COM
11/11/2011 3:46:05 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	AutoRenewOff Email Sent to: johnlsteele@gmail.com for Product Name Next Attempt Date
	.COM Domain Name Renewal - 1 Year (recurring) 11/15/2011 TRANNYBOYSWHOLOVETHEIRTOYS.COM Private Registration Services - Renewal TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/11/2011 3:46:05 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 11/15/2011 Reason: Autorenew is off. Domain: TRANNYBOYSWHOLOVETHEIRTOYS.COM
11/11/2011 3:46:05 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 2. Parking Domain. Next Attempt Date: 11/18/2011 Reason: Profile is inactive. Domain: IRAQCAREPACKAGES.COM
11/9/2011 10:49:46 AM / Droste II, William / Client IP: GoDaddy Internal	Lynx: An outbound Failed Billing call was made. Left Phone message.
11/9/2011 10:49:28 AM / Droste II, William / Client IP: GoDaddy Internal	William Droste II accessed account with reason "Lynx Outbound Tasks". Validation was skipped.
11/7/2011 2:24:54 AM / BillingAgent / Client	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 11/11/2011 Reason:
IP: GoDaddy Internal	Profile is inactive. Domain: MYGIRLFRIENDLOSTABET.COM

Entered Date / By	Note
11/7/2011 2:24:54 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Private Registration Services - Renewal 1 \$9.99 SHELOSTTHEBET.COM
	.COM Domain Name Renewal - 1 Year (recurring) 11/11/2011 1 \$12.17 IRAQCAREPACKAGES.COM
	Private Registration Services - Renewal 1 \$9.99 IRAQCAREPACKAGES.COM
	.COM Domain Name Renewal - 1 Year (recurring) 11/11/2011 1 \$12.17 MYGIRLFRIENDLOSTABET.COM
	Private Registration Services - Renewal 1 \$9.99 MYGIRLFRIENDLOSTABET.COM
11/7/2011 2:24:54 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 11/11/2011 Reason: Profile is inactive. Domain: SHELOSTTHEBET.COM
11/7/2011 2:24:54 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (domain): 1. Parking Domain. Next Attempt Date: 11/11/2011 Reason: Profile is inactive. Domain: IRAQCAREPACKAGES.COM
11/6/2011 6:27:14 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Group Calendar): 1. Next Attempt Date: Nov 15 201 Reason: Profile is inactive. Account: Billing for 11/06/2011. New Account
11/6/2011 6:27:14 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Online Storage): 1. Next Attempt Date: Nov 16 201 Reason: Profile is inactive. Account: Billing for 11/06/2011. Purchased on original receipt: 282160441
11/6/2011 6:27:14 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Mini Online File Folder (1 GB) - Renewal (annual) 11/16/2011 1 \$1.99 Billing for 11/06/2011. Purchased on original receipt: 282160441 Group Calendar (5 Users) - Renewal (annual) 11/15/2011 1 \$9.99 Billing for 11/06/2011. New Account
11/5/2011 5:54:20 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire on Nov. 10, 2011
11/4/2011 3:42:28 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 19, 2011. Email BatchID=120658325. Payment profiles are current.
11/3/2011 4:17:35 PM / Hines, Mark / Client IP: GoDaddy Internal	Lynx: An outbound Manual Renewal call was made. Left Automated Phone message.
11/3/2011 4:17:23 PM / Hines, Mark / Client IP: GoDaddy Internal	Mark Hines accessed account with reason "Lynx Outbound Tasks". Validation was skipped.
11/1/2011 5:58:07 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending renewal notice to shopper 39706942 for 3 Domain resource(s) set to expire on Nov. 06, 2011
10/26/2011 3:07:42 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllManual] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 10, 2011. Email BatchID=119679960. Payment profiles are current.
10/22/2011 3:30:20 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 3 Domain resource(s) set to expire around Nov. 06, 2011. Email BatchID=119286474. Payment profiles are current.

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 22 of 84 Notes Info for Shopper ID 39706942

Entered Date / By	Note
10/20/2011 3:45:15 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 19, 2011. Email BatchID=119076436. Payment profiles are current.
10/11/2011 3:24:27 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllManual] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 10, 2011. Email BatchID=118092755. Payment profiles are current.
10/7/2011 7:09:30 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending renewal notice to shopper 39706942 for 2 NonDomain resource(s) set to expire on Nov. 06, 2011
10/7/2011 3:28:35 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 3 Domain resource(s) set to expire around Nov. 06, 2011. Email BatchID=117660727. Payment profiles are current.
9/20/2011 3:20:43 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 19, 2011. Email BatchID=115975511. Payment profiles are current.
9/11/2011 2:26:38 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllManual] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 10, 2011. Email BatchID=115004791. Payment profiles are current.
9/7/2011 7:11:51 AM / GenerateRenewals / Client IP: GoDaddy Internal	Sending renewal notice to shopper 39706942 for 2 NonDomain resource(s) set to expire on Nov. 06, 2011
9/7/2011 2:39:21 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 3 Domain resource(s) set to expire around Nov. 06, 2011. Email BatchID=114598274. Payment profiles are current.
8/21/2011 3:35:39 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 19, 2011. Email BatchID=112894961. Payment profiles are current.
8/13/2011 5:22:50 AM / BillingAgent / Client IP: GoDaddy Internal	Cancelling: iraqcarepackages.com OrderID: 286250748 RowID: 0 Namespace:hosting ResourceID: 128910508
8/13/2011 5:22:50 AM / BillingAgent / Client IP: GoDaddy Internal	Cancelling: iraqcarepackages.com OrderID: 286250748 RowID: 0 Namespace:hosting ResourceID: 128910508
8/13/2011 5:22:44 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: johnlsteele@gmail.com for Product Name Next Billing Date Qty Price
	Hosting - Web - Deluxe - Linux - Renewal - Monthly CANCELLED 1 \$7.99 Billing for 07/24/2011. iraqcarepackages.com Bandwidth Renewal (recurring) CANCELLED 1 \$0.00 Bandwidth/Diskspace for 07/24/2011. iraqcarepackages.com
8/13/2011 5:22:43 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Web Hosting. Reason: Profile is inactive. Account: Billing for 07/24/2011. iraqcarepackages.com
8/13/2011 5:22:43 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt: 3. Cancelling Hosting Bandwidth. Reason: Profile is inactive. Account: Bandwidth/Diskspace for 07/24/2011. iraqcarepackages.com
8/12/2011 3:20:43 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllManual] Sending renewal notice to shopper 39706942 for 1 Domain resource(s) set to expire around Nov. 10, 2011. Email BatchID=111944601. Payment profiles are current.
8/8/2011 3:03:15 AM / RenewalNotice / Client IP: GoDaddy Internal	[Namespace=Renewals/Type=DomainRenewalAllAuto] Sending renewal notice to shopper 39706942 for 3 Domain resource(s) set to expire around Nov. 06, 2011. Email BatchID=111517363. Payment profiles are current.
8/3/2011 5:05:39 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Hosting Bandwidth): 2. Next Attempt Date: Aug 13 201 Reason: Profile is inactive. Account: Bandwidth/Diskspace for 07/24/2011. iraqcarepackages.com

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 23 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note			
8/3/2011 5:05:39 AM / gdBAEmail.Email /	Failure Email sent to:			
Client IP: GoDaddy Internal	johnlsteele@gmail.com for			
	Product Name Next Billing Date Qty Price			
	Hosting - Web - Deluxe - Linux - Renewal - Monthly 8/13/2011 1 \$7.99 Billing for 07/24/2011. iraqcarepackages.com			
	Bandwidth Renewal (recurring) 8/13/2011 1 \$0.00 Bandwidth/Diskspace for 07/24/2011. iraqcarepackages.com			
8/3/2011 5:05:38 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Web Hosting): 2. Next Attempt Date: Aug 13 201 Reason: Profile is inactive. Account: Billing for 07/24/2011. iraqcarepackages.com			
7/30/2011 2:05:25 AM / card updater service / Client IP: GoDaddy Internal	profile 27511809 deactivated			
7/30/2011 2:05:25 AM / PaymentProfile / Client IP: GoDaddy Internal	PaymentProfile: Deactivating MasterCard account ending in 2917 (profile 27511809)			
7/25/2011 9:29:48 AM / gdwshAuthenticate / Client IP: GoDaddy Internal	Password Reset performed by shopper			
7/25/2011 8:31:17 AM / Cervantes, Luis / Client IP: GoDaddy Internal	Lynx: An outbound Failed Billing call was made. Left Phone message.			
7/25/2011 8:30:14 AM / Cervantes, Luis / Client IP: GoDaddy Internal	Luis Cervantes accessed account with reason "Lynx Outbound Tasks". Validation was skipped.			
7/24/2011 5:43:01 AM / BillingAgent / Client	Failed Billing Attempt (Hosting Bandwidth): 1. Next Attempt Date: Aug 3 201 Reason: Payment			
IP: GoDaddy Internal	request was declined. Account: Bandwidth/DiskSpace for 07/24/2011. iraqcarepackages.com			
7/24/2011 5:43:01 AM / BillingAgent / Client	Failed Billing Attempt (Web Hosting): 1. Next Attempt Date: Aug 3 201 Reason: Payment			
IP: GoDaddy Internal	request was declined. Account: Billing for 07/24/2011. iraqcarepackages.com			
7/24/2011 5:43:01 AM / gdBAEmail.Email /	Failure Email sent to:			
Client IP: GoDaddy Internal	johnlsteele@gmail.com;alancooper069@gmail.com for			
	Product Name Next Billing Date Qty Price			
	Hosting - Web - Deluxe - Linux - Renewal - Monthly 8/3/2011 1 \$7.99			
	Billing for 07/24/2011. iraqcarepackages.com Bandwidth Renewal (recurring) 8/3/2011 1 \$0.00			
	Bandwidth/DiskSpace for 07/24/2011. iraqcarepackages.com			
6/24/2011 5:10:12 AM / gdBAEmail.Email /	Success Email for Order: 338057618 sent to: johnlsteele@gmail.com;alancooper069@gmail.com,			
Client IP: GoDaddy Internal	using primary payment method.			
5/24/2011 5:14:00 AM / gdBAEmail.Email /	Success Email for Order: 330416354 sent to: johnlsteele@gmail.com;alancooper069@gmail.com,			
Client IP: GoDaddy Internal	using primary payment method.			
4/25/2011 5:12:58 PM / Miller, Lee / Client IP:	Lynx: An outbound Renewal Appreciation call was made. Left Automated Phone message.			
GoDaddy Internal				
4/25/2011 5:12:37 PM / Miller, Lee / Client IP:	Lee Miller accessed account with reason "Lynx Outbound Tasks". Validation was skipped.			
GoDaddy Internal				
4/24/2011 3:29:14 AM / gdBAEmail.Email /	Success Email for Order: 322801772 sent to: johnlsteele@gmail.com;alancooper069@gmail.com,			
Client IP: GoDaddy Internal	using primary payment method.			
4/23/2011 9:26:50 AM / gdwshAuthenticate /	Password Reset performed by shopper			
Client IP: GoDaddy Internal	Description Description MestarCond second to 100 in 2200 (con Cl. 25220150)			
3/30/2011 2:03:34 AM / PaymentProfile / Client IP: GoDaddy Internal	PaymentProfile: Deactivating MasterCard account ending in 3366 (profile 25328150)			
3/30/2011 2:03:34 AM / card updater service / Client IP: GoDaddy Internal	profile 25328150 deactivated			
Chefit if . OoDaudy Iliterial				

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 24 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note			
3/24/2011 2:10:27 PM / RegBulkEmailSvc / Client IP: GoDaddy Internal	RegBulkEmailSvc: Sent DomainAddSuccess email for NOTISSUES.COM to: shopper.			
3/24/2011 2:03:58 PM / RegHerculesSvc / Client IP: GoDaddy Internal	Setting AutoRenew = 1: NOTISSUES.COM OrderID: 315315126 RowID: 0 Namespace:domain ResourceID: 99098715			
3/24/2011 2:03:48 PM / RegComEPPSvc / Client IP: GoDaddy Internal	domain name NOTISSUES.COM activated by RegComEPPSvc on 03/24/11 14:03:48			
3/24/2011 2:03:32 PM / Kinney, Diane / Client IP: GoDaddy Internal	John called in to get log in info, sent pw reset, cust not getting, sent to another email address, still can't figure out how to do the reset right - cust purch domain over phn one year			
3/24/2011 1:58:07 PM / gdwshAuthenticate / Client IP: GoDaddy Internal	Password Reset performed by shopper			
3/24/2011 1:56:02 PM / Kinney, Diane / Client IP: GoDaddy Internal	Old Country: us New Country: US Old Email: alancooper069@gmail.com New Email: johnlsteele@gmail.com			
3/24/2011 1:53:51 PM / Kinney, Diane / Client IP: GoDaddy Internal	Diane Kinney accessed account with reason "General/Research". Shopper PIN.			
3/24/2011 9:42:30 AM / Reynolds, Patrick / Client IP: GoDaddy Internal	***IAT Call takeover*** John was upset about not being able to get into the account found pin wanted to renew hosting for one month wt process.			
3/24/2011 9:36:06 AM / Reynolds, Patrick / Client IP: GoDaddy Internal	Patrick Reynolds accessed account with reason "General/Research". Validation was skipped.			
3/24/2011 9:36:05 AM / Reynolds, Patrick / Client IP: GoDaddy Internal	Researchign acc			
3/24/2011 9:30:55 AM / Rice, Blair / Client IP: GoDaddy Internal	Blair Rice accessed account with reason "General/Research". Shopper PIN.			
3/24/2011 9:11:57 AM / Rice, Blair / Client IP: GoDaddy Internal	Blair Rice accessed account with reason "General/Research". Shopper PIN.			
3/24/2011 3:30:30 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Failure Email sent to: alancooper069@gmail.com;johnlsteele@gmail.com for Product Name Next Billing Date Qty Price			
	Hosting - Web - Deluxe - Linux - Renewal - Monthly 4/3/2011 1 \$7.99 Billing for 03/24/2011. iraqcarepackages.com			
	Bandwidth Renewal (recurring) 4/3/2011 1 \$0.00 Bandwidth/DiskSpace for 03/24/2011. iraqcarepackages.com			
3/24/2011 3:30:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Hosting Bandwidth): 1. Next Attempt Date: Apr 3 201 Reason: Payment request was declined. Account: Bandwidth/DiskSpace for 03/24/2011. iraqcarepackages.com			
3/24/2011 3:30:30 AM / BillingAgent / Client IP: GoDaddy Internal	Failed Billing Attempt (Web Hosting): 1. Next Attempt Date: Apr 3 201 Reason: Payment request was declined. Account: Billing for 03/24/2011. iraqcarepackages.com			
3/2/2011 12:11:42 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account			
2/24/2011 7:25:21 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Success Email for Order: 307830926 sent to: alancooper069@gmail.com;johnlsteele@gmail.com, using primary payment method.			
1/24/2011 6:44:09 PM / PaymentProfile / Client IP: GoDaddy Internal	PaymentProfile: Deactivating credit_card account ending in 2441 (profile 25330877)			
1/24/2011 6:39:43 PM / Cust-39706942 / Client IP:	Billing:91252982-Profile Update REQUESTOR_IP:174.53.162.245.			
1/24/2011 6:39:43 PM / Cust-39706942 / Client IP:	Billing:91782652-Profile Update REQUESTOR_IP:174.53.162.245.			
1/24/2011 6:39:43 PM / Cust-39706942 / Client IP:	proxima:128517359-Profile Update REQUESTOR_IP:174.53.162.245.			

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 25 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note
1/24/2011 6:39:43 PM / Cust-39706942 / Client	hosting:128910508-Profile Update REQUESTOR_IP:174.53.162.245.
IP:	
1/24/2011 5:29:15 AM / gdBAEmail.Email /	Success Email for Order: 300074992 sent to: alancooper069@gmail.com, using primary payment
Client IP: GoDaddy Internal	method.
1/5/2011 4:55:39 PM / Cust-39706942 / Client	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
IP:	
1/5/2011 2:03:30 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/5/2011 9:42:05 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/5/2011 8:18:12 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 8:45:52 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 6:50:04 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 6:39:47 PM / Customer / Client IP:	FTP UserAccount added to domain iraqcarepackages.com.
1/4/2011 6:37:49 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 6:29:33 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 6:09:16 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
1/4/2011 5:19:35 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
12/24/2010 6:17:57 AM / gdBAEmail.Email / Client IP: GoDaddy Internal	Success Email for Order: 292992151 sent to: alancooper069@gmail.com, using primary payment method.
12/16/2010 9:10:02 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
12/14/2010 11:36:57 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
12/14/2010 10:15:37 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
12/7/2010 9:18:54 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
11/28/2010 3:36:13 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
11/25/2010 4:55:26 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
11/24/2010 12:58:54 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account
11/24/2010 12:50:49 PM / RegComEPPSvc /	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from
Client IP: GoDaddy Internal	NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM to
	NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for
	IRAQCAREPACKAGES.COM
11/24/2010 12:50:22 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)

Entered Date / By	Note				
11/24/2010 12:33:00 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account				
11/24/2010 12:29:49 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account				
11/24/2010 12:11:21 PM / Customer / Client IP:	Domain: mygirlfriendlostabet.com was added to Account: e36a6548-f7ec-11df-9c4e-00114332949f				
11/24/2010 12:11:09 PM / Customer / Client IP:	Domain: trannyboyswholovetheirtoys.com was added to Account: e36a6548-f7ec-11df-9c4e-00114332949f				
11/24/2010 12:10:54 PM / Customer / Client IP:	Domain: shelostthebet.com was added to Account: e36a6548-f7ec-11df-9c4e-00114332949f				
11/24/2010 12:08:42 PM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account				
11/24/2010 10:17:23 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account				
11/24/2010 10:16:22 AM / RegCCTVSvc /	RegCCTVSvc:processDomainPendMod changed Nameserver(s) from				
Client IP: GoDaddy Internal	ns57.domaincontrol.com ns58.domaincontrol.com to				
	NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for SNAKEBITE.CC				
11/24/2010 10:15:55 AM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested SNAKEBITE.CC (ID=91782652)				
11/24/2010 10:15:06 AM / Shopper-39706942 / Client IP:	DCC domain unlock requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)				
11/24/2010 10:09:42 AM / Shopper-39706942 / Client IP:	DCC domain unlock requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/24/2010 10:09:36 AM / Shopper-39706942 / Client IP:	DCC domain unlock requested TRANNYBOYSWHOLOVETHEIRTOYS.COM (ID=91252982)				
11/24/2010 10:09:30 AM / Shopper-39706942 / Client IP:	DCC domain unlock requested SNAKEBITE.CC (ID=91782652)				
11/24/2010 10:09:24 AM / Shopper-39706942 / Client IP:	DCC domain unlock requested SHELOSTTHEBET.COM (ID=91072981)				
11/24/2010 10:09:12 AM / Shopper-39706942 / Client IP:	DCC domain lock requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)				
11/24/2010 10:09:09 AM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS57.DOMAINCONTROL.COM NS58.DOMAINCONTROL.COM to				
	NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for IRAQCAREPACKAGES.COM				
11/24/2010 10:08:49 AM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/24/2010 10:07:56 AM / Customer / Client IP:	PHP version 5 set for AccountUID: e36a6548-f7ec-11df-9c4e-00114332949f.				
11/24/2010 10:07:56 AM / Customer / Client IP:	Web Stats setup for iraqcarepackages.com, AccountUID: e36a6548-f7ec-11df-9c4e-00114332949f.				
11/24/2010 10:07:56 AM / Customer / Client IP:	User account setup for iraqcarepackages.com, AccountUID: e36a6548-f7ec-11df-9c4e-00114332949f.				
11/24/2010 10:07:56 AM / Customer / Client IP:	EULA accepted for iraqcarepackages.com, AccountUID: e36a6548-f7ec-11df-9c4e-00114332949f.				
11/24/2010 10:07:56 AM / Customer / Client IP:	Setup hosting account iraqcarepackages.com for AccountUID e36a6548-f7ec-11df-9c4e-00114332949f.				
11/24/2010 10:06:26 AM / Cust-39706942 / Client IP:	Web Hosting:128910508 (e36a6548-f7ec-11df-9c4e-00114332949f) - Entered Account				
11/24/2010 9:34:04 AM / Shopper-39706942 / Client IP:	DCC domain lock requested TRANNYBOYSWHOLOVETHEIRTOYS.COM (ID=91252982)				

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 27 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note			
11/24/2010 9:33:58 AM / Shopper-39706942 / Client IP:	DCC domain lock requested SHELOSTTHEBET.COM (ID=91072981)			
11/24/2010 9:33:58 AM / Shopper-39706942 / Client IP:	DCC domain lock requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)			
11/24/2010 9:33:06 AM / Cust-39706942 / Client IP:	Online File Folder:127456719 (1b4f9dc4-e9ca-11df-9822-00114332949f) - Entered Account			
11/24/2010 7:46:34 AM / Cust-39706942 / Client IP:	Online File Folder:127456719 (1b4f9dc4-e9ca-11df-9822-00114332949f) - Entered Account			
11/24/2010 7:44:45 AM / gdwshAuthenticate / Client IP: GoDaddy Internal	Password Reset performed by shopper			
11/24/2010 6:21:32 AM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS57.DOMAINCONTROL.COM NS58.DOMAINCONTROL.COM to NS57.DOMAINCONTROL.COM NS58.DOMAINCONTROL.COM for IRAQCAREPACKAGES.COM			
11/24/2010 6:20:53 AM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)			
11/23/2010 10:45:33 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM to NS57.DOMAINCONTROL.COM NS58.DOMAINCONTROL.COM for IRAQCAREPACKAGES.COM			
11/23/2010 10:45:26 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)			
11/23/2010 10:29:06 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM to NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for IRAQCAREPACKAGES.COM			
11/23/2010 10:28:28 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)			
11/23/2010 10:26:45 PM / Cust-39706942 / Client IP:	Shopper Updated			
11/23/2010 10:25:19 PM / Shopper-39706942 / Client IP:	DCC domain lock requested IRAQCAREPACKAGES.COM (ID=91072982)			
11/23/2010 10:25:17 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for SHELOSTTHEBET.COM			
11/23/2010 10:25:17 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for TRANNYBOYSWHOLOVETHEIRTOYS.COM			
11/23/2010 10:25:06 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested TRANNYBOYSWHOLOVETHEIRTOYS.COM (ID=91252982)			
11/23/2010 10:24:38 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested SHELOSTTHEBET.COM (ID=91072981)			
11/23/2010 10:24:33 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for MYGIRLFRIENDLOSTABET.COM			

Entered Date / By	Note				
11/23/2010 10:24:18 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS01.DOMAINCONTROL.COM NS02.DOMAINCONTROL.COM for IRAQCAREPACKAGES.COM				
11/23/2010 10:24:13 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)				
11/23/2010 10:23:48 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/23/2010 10:23:30 PM / Shopper-39706942 / Client IP:	DCC domain unlock requested TRANNYBOYSWHOLOVETHEIRTOYS.COM (ID=91252982)				
11/23/2010 10:22:59 PM / Shopper-39706942 / Client IP:	DCC domain unlock requested SHELOSTTHEBET.COM (ID=91072981)				
11/23/2010 10:22:41 PM / Shopper-39706942 / Client IP:	DCC domain unlock requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)				
11/23/2010 10:21:49 PM / Shopper-39706942 / Client IP:	DCC domain unlock requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/19/2010 8:21:26 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for IRAQCAREPACKAGES.COM				
11/19/2010 8:21:16 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/19/2010 8:20:11 PM / / Client IP: GoDaddy Internal	Cancellation Email Sent. ResourceID: 127456714, Namespace: Hosting				
11/19/2010 8:19:53 PM / Cust-39706942 / Client IP:	Cancelling: iraqcarepackages.com OrderID: 282160441 RowID: 8 Namespace:Hosting ResourceID: 127456714				
11/19/2010 7:23:22 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from ns53.domaincontrol.com ns54.domaincontrol.com to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for TRANNYBOYSWHOLOVETHEIRTOYS.COM				
11/19/2010 7:23:01 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested TRANNYBOYSWHOLOVETHEIRTOYS.COM (ID=91252982)				
11/19/2010 7:22:41 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from ns53.domaincontrol.com ns54.domaincontrol.com to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for SHELOSTTHEBET.COM				
11/19/2010 7:21:54 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested SHELOSTTHEBET.COM (ID=91072981)				
11/19/2010 7:20:39 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from ns53.domaincontrol.com ns54.domaincontrol.com to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for MYGIRLFRIENDLOSTABET.COM				
11/19/2010 7:20:28 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested MYGIRLFRIENDLOSTABET.COM (ID=91072983)				
11/19/2010 7:14:15 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for IRAQCAREPACKAGES.COM				

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 29 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note				
11/19/2010 7:14:01 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/19/2010 6:54:17 PM / RegComEPPSvc / Client IP: GoDaddy Internal	RegComEPPSvc:processDomainPendMod changed Nameserver(s) from ns53.domaincontrol.com ns54.domaincontrol.com to NS575.WEBSITEWELCOME.COM NS576.WEBSITEWELCOME.COM for IRAQCAREPACKAGES.COM				
11/19/2010 6:53:49 PM / Shopper-39706942 / Client IP:	DCC domain nameserver update requested IRAQCAREPACKAGES.COM (ID=91072982)				
11/19/2010 12:20:49 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/19/2010 9:26:06 AM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/19/2010 8:43:32 AM / Customer / Client IP:	Domain: snakebite.cc was added to Account: 1b4f9dc2-e9ca-11df-9822-00114332949f				
11/19/2010 8:42:51 AM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/19/2010 8:31:46 AM / RegHerculesSvc / Client IP: GoDaddy Internal	Setting AutoRenew = 1: SNAKEBITE.CC OrderID: 285142200 RowID: 1 Namespace:proxima ResourceID: 128517359				
11/19/2010 8:31:43 AM / RegHerculesSvc / Client IP: GoDaddy Internal	Setting AutoRenew = 1: SNAKEBITE.CC OrderID: 285142200 RowID: 0 Namespace:domain ResourceID: 91782652				
11/19/2010 8:31:36 AM / RegCCTVSvc / Client IP: GoDaddy Internal	domain name SNAKEBITE.CC activated by RegCCTVSvc on 11/19/10 08:31:36				
11/18/2010 10:18:55 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/18/2010 10:12:38 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/18/2010 9:23:59 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/18/2010 6:46:38 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/18/2010 5:56:05 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/18/2010 4:13:07 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/13/2010 11:38:46 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/12/2010 7:11:35 AM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/12/2010 6:43:09 AM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/11/2010 8:33:52 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/9/2010 10:21:20 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/9/2010 10:15:06 PM / RegHerculesSvc / Client IP: GoDaddy Internal	Setting AutoRenew = 0: TRANNYBOYSWHOLOVETHEIRTOYS.COM OrderID: 282873606 RowID: 0 Namespace:domain ResourceID: 91252982				
11/9/2010 10:13:41 PM / Customer / Client IP:	Domain: trannyboyswholovetheirtoys.com was added to Account: 1b4f9dc2-e9ca-11df-9822-00114332949f				

Entered Date / By	Note			
11/9/2010 10:12:39 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account			
11/9/2010 10:12:08 PM / RegComEPPSvc / Client IP: GoDaddy Internal	domain name TRANNYBOYSWHOLOVETHEIRTOYS.COM activated by RegComEPPSvc on 11/09/10 22:12:08			
11/9/2010 10:11:40 PM / Post Purchase Processing / Client IP: GoDaddy Internal	Domain TRANNYBOYSWHOLOVETHEIRTOYS.COM privacy set up. DBP customer number is 39707178.			
11/9/2010 10:04:15 PM / gdwshAuthenticate / Client IP: GoDaddy Internal	Password Reset performed by shopper			
11/9/2010 9:56:26 PM / Howard, Trevor / Client IP: GoDaddy Internal	cci, needed account unlocked. Was in fraud investigation, could not be unlocked. Had fraud contact the customer to unlock.			
11/9/2010 9:52:35 PM / Sharpe, Marlow / Client IP: GoDaddy Internal	Marlow Sharpe accessed account with reason "General/Research". Validation was skipped.			
11/9/2010 9:52:20 PM / Marlow S Sharpe / Client IP: GoDaddy Internal	Marked as VERIFIED NO FRAUD.			
11/9/2010 9:34:12 PM / Arevalo, Antonio / Client IP: GoDaddy Internal	Antonio Arevalo accessed account with reason "General/Research". Validation was skipped.			
11/9/2010 9:34:11 PM / Arevalo, Antonio / Client IP: GoDaddy Internal	sup research fro rep			
11/9/2010 9:28:16 PM / Howard, Trevor / Client IP: GoDaddy Internal	Trevor Howard accessed account with reason "General/Research". Credit Card, Six digit.			
11/9/2010 9:23:43 PM / Groff, Kimberly / Client IP: GoDaddy Internal	cci ryan 651-399-1583 acct locked fraud investigation filled out suspect of fraud form and sent. not happy tht he might be locked out for up to 48hrs. let him knw thts all we can do and respond to the email follow steps when he receives it.			
11/9/2010 9:20:52 PM / Sergio Gonzales / Client IP: GoDaddy Internal	Incident 10267804 resolved by Sergio Gonzales on Tuesday, November 09, 2010 9:20:51 PM.			
11/9/2010 9:13:33 PM / Groff, Kimberly / Client IP: GoDaddy Internal	Kimberly Groff accessed account with reason "General/Research". Credit Card, Six digit.			
11/9/2010 9:13:23 PM / Groff, Kimberly / Client IP: GoDaddy Internal	Kimberly Groff accessed account with reason "General/Research". Credit Card, Six digit.			
11/9/2010 1:40:14 PM / James Radtke / Client IP: GoDaddy Internal	Fraud: Sent customer verification email. If customer calls in, please instruct to log into account and follow verification instructions detailed on our website.			
11/9/2010 8:19:32 AM / GenerateMissedCallEmails / Client IP: GoDaddy Internal	Sending unscheduled missed call notice to shopper			
11/9/2010 8:19:30 AM / Dion, Nancie / Client IP: GoDaddy Internal	Lynx: An outbound OR - New Customer call was made. Left Automated Phone message.			
11/9/2010 8:19:25 AM / Dion, Nancie / Client IP: GoDaddy Internal	Nancie Dion accessed account with reason "Lynx Outbound Tasks". Validation was skipped.			
11/8/2010 9:03:48 AM / Wixson, Michael / Client IP: GoDaddy Internal	Lynx: An outbound OR - New Customer call was made. Customer was not reached.			
11/8/2010 9:03:48 AM / Wixson, Michael / Client IP: GoDaddy Internal	Survey was saved with customer unavailable.			
11/8/2010 9:03:40 AM / Wixson, Michael / Client IP: GoDaddy Internal	Michael Wixson accessed account with reason "Lynx Outbound Tasks". Validation was skipped.			
11/6/2010 11:38:28 PM / Gonzales, Sergio / Client IP: GoDaddy Internal	Sergio Gonzales accessed account with reason "Fraud". Validation was skipped.			
11/6/2010 3:00:39 PM / / Client IP: GoDaddy Internal	Cancellation Email Sent. ResourceID: 127456720, Namespace: email			

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 31 of 84 **Notes Info for Shopper ID 39706942**

Entered Date / By	Note				
11/6/2010 3:00:31 PM / Cust-39706942 / Client IP:	Cancelling: New Account OrderID: 282160441 RowID: 5 Namespace:email ResourceID: 127456720				
11/6/2010 2:53:39 PM / Customer / Client IP:	Domain: shelostthebet.com was added to Account: 1b4f9dc2-e9ca-11df-9822-00114332949f				
11/6/2010 2:53:13 PM / Customer / Client IP:	Domain: mygirlfriendlostabet.com was added to Account: 1b4f9dc2-e9ca-11df-9822- 00114332949f				
11/6/2010 2:52:20 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/6/2010 2:50:48 PM / Cust-39706942 / Client IP:	Setting AutoRenew = 0: iraqcarepackages.com OrderID: 282160441 RowID: 8 Namespace:Hosting ResourceID: 127456714				
11/6/2010 2:49:46 PM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/6/2010 2:35:56 PM / Customer / Client IP:	PHP version 5 set for AccountUID: 1b4f9dc2-e9ca-11df-9822-00114332949f.				
11/6/2010 2:35:56 PM / Customer / Client IP:	Web Stats setup for iraqcarepackages.com, AccountUID: 1b4f9dc2-e9ca-11df-9822-00114332949f.				
11/6/2010 2:35:56 PM / Customer / Client IP:	User account setup for iraqcarepackages.com, AccountUID: 1b4f9dc2-e9ca-11df-9822-00114332949f.				
11/6/2010 2:35:56 PM / Customer / Client IP:	Setup hosting account iraqcarepackages.com for AccountUID 1b4f9dc2-e9ca-11df-9822-00114332949f.				
11/6/2010 2:35:56 PM / Customer / Client IP:	EULA accepted for iraqcarepackages.com, AccountUID: 1b4f9dc2-e9ca-11df-9822-00114332949f.				
11/6/2010 2:29:47 PM / Cust-39706942 / Client	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
IP:					
11/6/2010 10:24:27 AM / Cust-39706942 / Client IP:	Web Hosting:127456714 (1b4f9dc2-e9ca-11df-9822-00114332949f) - Entered Account				
11/6/2010 10:21:33 AM / RegHerculesSvc /	Setting AutoRenew = 1: IRAQCAREPACKAGES.COM OrderID: 282160441 RowID: 3				
Client IP: GoDaddy Internal	Namespace:domain ResourceID: 91072982				
11/6/2010 10:21:33 AM / RegHerculesSvc /	Setting AutoRenew = 1: MYGIRLFRIENDLOSTABET.COM OrderID: 282160441 RowID: 0				
Client IP: GoDaddy Internal	Namespace:domain ResourceID: 91072983				
11/6/2010 10:21:18 AM / RegHerculesSvc /	Setting AutoRenew = 1: SHELOSTTHEBET.COM OrderID: 282160441 RowID: 1				
Client IP: GoDaddy Internal	Namespace:domain ResourceID: 91072981				
11/6/2010 10:21:07 AM / RegComEPPSvc / Client IP: GoDaddy Internal	domain name MYGIRLFRIENDLOSTABET.COM activated by RegComEPPSvc on 11/06/10 10:21:07				
11/6/2010 10:21:07 AM / RegComEPPSvc /	domain name SHELOSTTHEBET.COM activated by RegComEPPSvc on 11/06/10 10:21:07				
Client IP: GoDaddy Internal					
11/6/2010 10:21:06 AM / RegComEPPSvc /	domain name IRAQCAREPACKAGES.COM activated by RegComEPPSvc on 11/06/10 10:21:06				
Client IP: GoDaddy Internal					
11/6/2010 10:20:14 AM / Post Purchase	Domain IRAQCAREPACKAGES.COM privacy set up. DBP customer number is 39707178.				
Processing / Client IP: GoDaddy Internal					
11/6/2010 10:20:14 AM / Post Purchase	Domain MYGIRLFRIENDLOSTABET.COM privacy set up. DBP customer number is 39707178.				
Processing / Client IP: GoDaddy Internal					
11/6/2010 10:20:14 AM / Post Purchase Processing / Client IP: GoDaddy Internal	Domain SHELOSTTHEBET.COM privacy set up. DBP customer number is 39707178.				
11/6/2010 10:15:59 AM / Cust-39706942 / Client IP:	Shopper Updated				

Case 2:12-cv-02144-GMS Document 70 Filed 06/11/13 Page 32 of 84 Shopper Contact Audit History for Shopper ID 39706942

CI D	Value Provided Provid		CI LT		
Change Date	Requested By	IP Address	Changed	Previous Value	Changed To
3/24/2011	Diane R Kinney	GoDaddy	country	us	US
1:56:03 PM		Internal IP			
3/24/2011	Diane R Kinney	GoDaddy	email	alancooper069@gmail.com	johnlsteele@gmail.com
1:56:03 PM		Internal IP			
11/6/2010	Cust-39706942	24.118.198.196	city	Chicago	Phoenix
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	country	US	us
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	first_name	John	Alan
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	last_name	Steele	Cooper
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	phone1	312-893-5888	4806489301
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	state	IL	AZ
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	street1	161 N Clark Street	4532 E Villa Theresa Dr.
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	street2	Suite 4700	
10:15:59 AM					
11/6/2010	Cust-39706942	24.118.198.196	zip	60601	85032
10:15:59 AM					
11/6/2010	24.118.198.196	GoDaddy	city		Chicago
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	country		US
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	email	39706942	alancooper069@gmail.com
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	first_name		John
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	last_name		Steele
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	phone1		312-893-5888
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	state		IL
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	street1		161 N Clark Street
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	street2		Suite 4700
10:11:59 AM		Internal IP			
11/6/2010	24.118.198.196	GoDaddy	zip		60601
10:11:59 AM		Internal IP			

Shopper ID: 39706942
Receipt ID: 338057618
Reseller: GoDaddy

Date: 6/24/2011 5:10:11 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information

Billing Information

Alan Cooper Alan Cooper

4532 E Villa Theresa Dr.4532 E Villa Theresa Dr.Phoenix, AZ 85032 USPhoenix, AZ 85032 USDaytime Phone: 4806489301Daytime Phone: 4806489301alancooper069@gmail.comalancooper069@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Paid: Credit Card
Name: John Steele

Creditcard Number: ########2917
Creditcard Information: MasterCard Exp. 5/2012

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Web - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 330416354
Reseller: GoDaddy

Date: 5/24/2011 5:13:59 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information

Billing Information

Alan Cooper Alan Cooper

4532 E Villa Theresa Dr.4532 E Villa Theresa Dr.Phoenix, AZ 85032 USPhoenix, AZ 85032 USDaytime Phone: 4806489301Daytime Phone: 4806489301alancooper069@gmail.comalancooper069@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Paid: Credit Card
Name: John Steele

Creditcard Number: ########2917
Creditcard Information: MasterCard Exp. 5/2012

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Web - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 322801772
Reseller: GoDaddy

Date: 4/24/2011 3:29:13 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information

Billing Information

Alan Cooper Alan Cooper

4532 E Villa Theresa Dr.4532 E Villa Theresa Dr.Phoenix, AZ 85032 USPhoenix, AZ 85032 USDaytime Phone: 4806489301Daytime Phone: 4806489301alancooper069@gmail.comalancooper069@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Paid: Credit Card
Name: John Steele

Creditcard Number: #########2917
Creditcard Information: MasterCard Exp. 5/2012

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Web - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942

Receipt ID: 315315126

Reseller: GoDaddy

Date: 3/24/2011 2:03:12 PM By Diane R Kinney via Phone

Source Code: ?SR from app: crmcatalog

Shipping Information

Billing Information

Alan Cooper Alan Cooper

4532 E Villa Theresa Dr.4532 E Villa Theresa Dr.Phoenix, AZ 85032 USPhoenix, AZ 85032 USDaytime Phone: 4806489301Daytime Phone: 4806489301johnlsteele@gmail.comjohnlsteele@gmail.com

IP: 172.16.33.47::172.16.33.47

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$12.17

Paid: Credit Card

Name: John Steele

Creditcard Number: #########2917

Creditcard Information: MasterCard Exp. 5/2012

Ro	ow	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0		101-1	.COM Domain Name Registration - 1 Year	\$11.99	\$11.99	1	\$0.00	\$12.17
			(recurring) Length: 1 year(s) NOTISSUES.COM					
			This a service item.					

Subtotal	Shipping & Handling	Tax	Total
\$12.17	\$0.00	\$0.00	\$12.17

Shopper ID: 39706942
Receipt ID: 315293788
Reseller: GoDaddy

Date: 3/24/2011 9:33:56 AM By Blair Rice via Phone

Source Code: ?SR

Shipping Information

Billing Information

Alan Cooper Alan Cooper

4532 E Villa Theresa Dr.4532 E Villa Theresa Dr.Phoenix, AZ 85032 usPhoenix, AZ 85032 USDaytime Phone: 4806489301Daytime Phone: 4806489301alancooper069@gmail.comalancooper069@gmail.com

IP: 172.21.32.9::172.21.32.9

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Paid: Credit Card

Name: John Steele

Creditcard Number: #########2917

Creditcard Information: MasterCard Exp. 5/2012

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Web - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s) iraqcarepackages.com This a service item.	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s) This a service item.	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 307830926
Reseller: GoDaddy

Date: 2/24/2011 7:25:19 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information Billing Information

John Steele
161 N Clark St.
Suite 4700
John Steele
161 N Clark St.
Suite 4700

Chicago, IL 60601 US Chicago, IL 60601 US

Daytime Phone: 312-893-5888
johnlsteele@gmail.com
johnlsteele@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Paid: Credit Card

Name: John L Steele

Creditcard Number: #########3366

Creditcard Information: MasterCard Exp. 5/2011

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Web - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 300074992
Reseller: GoDaddy

Date: 1/24/2011 5:29:14 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information

Billing Information

David Pfister David Pfister

1617 18th Ave NE 1617 18th Ave NE

Minneapolis, MN 55418 US

Daytime Phone: 612-306-5249

alancooper069@gmail.com

Minneapolis, MN 55418 US

Daytime Phone: 612-306-5249

alancooper069@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Grid - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 292992151
Reseller: GoDaddy

Date: 12/24/2010 6:17:55 AM By billing agent via billing agent

Source Code: ROHB from_app: wsc_dr

Shipping Information

Billing Information

David Pfister David Pfister

1617 18th Ave NE 1617 18th Ave NE

Minneapolis, MN 55418 US

Daytime Phone: 612-306-5249

alancooper069@gmail.com

Minneapolis, MN 55418 US

Daytime Phone: 612-306-5249

alancooper069@gmail.com

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	52011-1	Hosting - Grid - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s)	\$7.99	\$7.99	1	\$0.00	\$7.99
1	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 286250748
Reseller: GoDaddy

Date: 11/24/2010 10:04:23 AM By customer via Online

Source Code: GDBB146315

Shipping Information

Billing Information

Alan Cooper David Pfister

4532 E Villa Theresa Dr. 1617 18th Ave NE

Phoenix, AZ 85032 us Minneapolis, MN 55418 US

Daytime Phone: 4806489301 Daytime Phone: 612-306-5249

alancooper069@gmail.com alancooper069@gmail.com

IP: 24.118.198.196::24.118.198.196

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$7.99

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	42011-1	Hosting - Grid - Deluxe - Linux - Monthly	\$7.99	\$7.99	1	\$0.00	\$7.99
		(recurring) Length: 1 month(s) This a service					
		item.					

Subtotal	Shipping & Handling	Tax	Total
\$7.99	\$0.00	\$0.00	\$7.99

Shopper ID: 39706942
Receipt ID: 285142200
Reseller: GoDaddy

Date: 11/19/2010 8:30:52 AM By customer via Online

Source Code: ???

Shipping Information

Billing Information

Alan Cooper David Pfister

4532 E Villa Theresa Dr. 1719 NE 36th Ave

Phoenix, AZ 85032 us Minneapolis, MN 55418 US

Daytime Phone: 4806489301 Daytime Phone: 612-306-5249

alancooper069@gmail.com alancooper069@gmail.com

IP: 24.118.198.196::24.118.198.196

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$24.98

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	11101-1	.CC Domain Name Registration - 1 Year (recurring) Length: 1 year(s) SNAKEBITE.CC This a service item.	\$19.99	\$19.99	1	\$0.00	\$19.99
1	84-1	Business Registration Length: 1 year(s) SNAKEBITE.CC This a service item.	\$4.99	\$4.99	1	\$0.00	\$4.99

Subtotal	Shipping & Handling	Tax	Total
\$24.98	\$0.00	\$0.00	\$24.98

Shopper ID: 39706942
Receipt ID: 282873606
Reseller: GoDaddy

Date: 11/9/2010 10:11:34 PM By customer via Online

Source Code: GDBB146315

Shipping Information

Billing Information

Alan Cooper David Pfister

4532 E Villa Theresa Dr. 1719 NE 36th Ave

Phoenix, AZ 85032 us Minneapolis, MN 55418 US
Daytime Phone: 4806489301 Daytime Phone: 6123065249
alancooper069@gmail.com alancooper069@gmail.com

IP: 24.118.198.196::24.118.198.196

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$22.16

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	101-1	.COM Domain Name Registration - 1 Year (recurring) Length: 1 year(s) TRANNYBOYSWHOLOVETHEIRTOYS.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
1	7001-1	Private Registration Services Length: 1 year(s) TRANNYBOYSWHOLOVETHEIRTOYS.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99

Subtotal	Shipping & Handling	Tax	Total
\$22.16	\$0.00	\$0.00	\$22.16

Shopper ID: 39706942
Receipt ID: 282171402
Reseller: GoDaddy

Date: 11/6/2010 2:48:20 PM By customer via Online

Source Code: ???

Shipping Information

Billing Information

Alan Cooper David Pfister

4532 E Villa Theresa Dr. 1719 NE 36th Ave.

Phoenix, AZ 85032 us Minneapolis, MN 55418 US

Daytime Phone: 4806489301 Daytime Phone: 612-306-5249

alancooper069@gmail.com rp5471079@gmail.com

IP: 24.118.198.196::24.118.198.196

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$34.20

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	42012-1	Hosting - Grid - Deluxe - Linux - 1 year	\$34.20	\$34.20	1	\$0.00	\$34.20
		(recurring) Length: 1 year(s) This a service item.					

Subtotal	Shipping & Handling	Tax	Total
\$34.20	\$0.00	\$0.00	\$34.20

Shopper ID: 39706942
Receipt ID: 282160441
Reseller: GoDaddy

Date: 11/6/2010 10:20:04 AM By customer via Online

Source Code: ???

Shipping Information

39706942 John Steele

161 N Clark St.

Suite 4700

Chicago, IL 60601 US

Daytime Phone: 312-893-5888

Billing Information

johnlsteele@gmail.com

IP: 24.118.198.196::24.118.198.196

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$121.24

Paid: Credit Card

Name: John L Steele

Creditcard Number: #########3366

Creditcard Information: MasterCard Exp. 5/2011

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	101-1	.COM Domain Name Registration - 1 Year (recurring) Length: 1 year(s) MYGIRLFRIENDLOSTABET.COM This a service item.	\$11.99	\$11.99	1	\$10.00	\$2.17
1	101-1	.COM Domain Name Registration - 1 Year (recurring) Length: 1 year(s) SHELOSTTHEBET.COM This a service item.	\$11.99	\$11.99	1	\$10.00	\$2.17
2	7001-1	Private Registration Services Length: 1 year(s) SHELOSTTHEBET.COM This a service item.	\$9.99	\$9.99	1	\$3.00	\$6.99
3	101-1	.COM Domain Name Registration - 1 Year (recurring) Length: 1 year(s) IRAQCAREPACKAGES.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
4	7001-1	Private Registration Services Length: 1 year(s) IRAQCAREPACKAGES.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99
5	1866-1	Deluxe Email (2 GB Total/5 Boxes) (recurring) Length: 1 year(s) This a service item.	\$29.88	\$29.88	1	\$0.00	\$29.88
6	805-1	Group Calendar (5 Users) (annual) Length: 1 year(s) This a service item.	\$9.99	\$0.00	1	\$0.00	\$0.00
7	844-1	Mini Online File Folder (1 GB) (annual) Length: 1 year(s) This a service item.	\$1.99	\$0.00	1	\$0.00	\$0.00
8	42002-1	Hosting - Grid - Economy - Linux - 1 year (recurring) Length: 1 year(s) This a service item.	\$56.88	\$47.88	1	\$0.00	\$47.88
9	7001-1	Private Registration Services Length: 1 year(s) MYGIRLFRIENDLOSTABET.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99

Steele | Hansmeier, PLLC

A leading anti-piracy law firm

May 16, 2011

VIA U.S. MAIL

Re: First Time Videos LLC. v. Does 1-500 Case No. 1:10-cv-06254, Ref

Dear M

Steele | Hansmeier, PLLC has been retained by First Time Videos, LLC to pursue legal action against people who illegally downloaded their copyrighted content (i.e., "digital pirates"). Digital piracy is a very serious problem for adult content producers, such as our client, who depend on revenues to sustain their businesses and pay their employees.

On September 2010 at AM (UTC), our agents observed the IP address with which you are associated illegally downloading and sharing with others via the BitTorrent protocol the following copyrighted file(s):

FTV Madeline 3000kbps

The ISP you were connected to: Comcast Cable

Your IP Address you were assigned during your illegal activity:

We have received a subpoena return from your ISP confirming that you are indeed the person that was associated with the IP address that was performing the illegal downloading of our client's content listed above on the exact date(s) listed above.

On September 29, 2010 we filed a lawsuit in United States Federal Court in the Northern District of Illinois against several anonymous digital pirates (Case No. 1:10-cv-06254). Under the Federal Rules of Civil Procedure, our lawsuit against you personally will not commence until we serve you with a Complaint, which we are prepared to do if our settlement efforts fail. While it is too late to undo the illegal file sharing associated with your IP address, we have prepared an offer to enable our client to recover damages for the harm caused by the illegal downloading and to allow both parties to avoid the expense of a lawsuit.

Under the Copyright Law of the United States, copyright owners may recover up to \$150,000 in statutory damages (in cases where statutory damages are applicable, which may or may not be the case here) per infringing file plus attorney's fees in cases, whereas here, infringement was willful. In it least one case where the Copyright Law has been applied to digital piracy and statutory damages were applicable, juries have awarded over \$20,000 per pirated file. During the RIAA's well-publicized campaign against digital music piracy, over 30,000 people nationwide settled their cases for amounts ranging from an average of \$3,000 to \$12,000. More recently, on December 22, 2010, a case in which a defendant was accused of illegally downloading 6 works via BitTorrent, a settlement was reached for \$250,000.

In light of these factors, we believe that providing you with an opportunity to avoid litigation by working out a settlement with us, versus the costs of attorneys' fees and the uncertainty associated with jury verdicts, is very reasonable and in good faith.

In exchange for a comprehensive release of all legal claims in this matter, which will enable you to avoid becoming a named Defendant in our lawsuit, our firm is authorized to accept the sum of \$2,900.00 as full settlement for the claims. This offer will expire on May 2011 at CST. If you reject our settlement offers, we expect to serve you with a Complaint and commence litigation.

To reiterate: if you act promptly you will avoid being named as a Defendant in the lawsuit. You may pay the settlement amount by:

- (a) Mailing a check or money order payable to "Steele Hansmeier Trust Account" to Steele | Hansmeier, PLLC, 161 N Clark Street #4700, Chicago, Illinois 60601; or
- (b) Completing and mailing/faxing the payment authorization to Steele | Hansmeier, PLLC, 161 N Clark Street #4700, Chicago, Illinois 60601, Facsimile: (312) 893-5677.

Be sure to reference your case number and your "Ref#" on your method of payment. Regardless of your payment method, once we have processed the settlement, we will mail you your signed Release as confirmation that your payment has been processed and that you have been released from the lawsuit.

Please consider this letter to constitute formal notice that until and unless we are able to settle our client's claim against you, we demand that you not delete any files from your computer or any other computers under your control or in your possession. If forced to proceed against you in a lawsuit, we will have a computer forensic expert inspect these computers in an effort to locate the subject content and to determine if you have deleted any content. If in the course of litigation the forensic computer evidence suggests that you deleted media files, our client will amend its complaint to add a "spoliation of evidence" claim against you. Be advised that if we prevail on this additional claim, the court could award monetary sanctions, evidentiary sanctions and reasonable attorneys' fees. If you are unfamiliar with the nature of this claim in this context, please consult an attorney.

We strongly encourage you to consult with an attorney to review your rights in connection with this matter. Although we have endeavored to provide you with accurate information, our interests are directly adverse to yours and you should not rely on the information provided in this letter for assessing your position in this case. Only an attorney who represents you can be relied upon for a comprehensive analysis of our client's claim against you.

Enclosed, please find a Frequently Asked Questions sheet, a payment authorization form and a sample of the Release that you will receive. We look forward to resolving our client's claim against you in an amicable fashion, through settlement.

Sincerely,

John L. Steele

Attorney and Counselor at Law

Enclosures

Case 2:12-cv-02144-GMS Document 70 Filed 06/1143 PQ 116 A

ocument)

98 Pa

Steele, Jayme 4532 E Villa Theresa Drive Phoenix, AZ 85032

DO NOT PAY THIS STATEMENT. THIS IS NOT A BILL. THE INFORMATION PROVIDED BELOW IS FOR INFORMATIONAL PURPOSES ONLY. THIS IS A LIEN ON ANY CLAIMS OF LIABILITY OR INDEMNITY OF THE PATIENT ARISING FROM THIS TREATMENT.

NOTICE AND CLAIM OF HEALTH CARE PROVIDER LIEN

Name & Address of Claimant Provider: ST. JOSEPH'S HOSPITAL AND MEDICAL CENTER

350 West Thomas Road, Phoenix, AZ 85013

Name & Address of Agent: Richard B. Burnham, Gammage & Burnham, 2 North Central, 15th Floor

Phoenix, AZ 85004

Name of Patient:

Jayme Steele

Account No.:

21178272; 21904685 and any follow up accounts.

Dates of Patient's Service:

12/23/10; 04/17/11 Amount Due for Care of Patient: \$1,042.00; \$8,754.00

Trauma Physician Charges:

INQUIRE

St. Joseph's Hospital and Medical Center pursuant to the laws of the State of Arizona hereby claims a lien upon any and all causes of action, suits, claims, counterclaims, or demands for damages accruing to the patient named herein, or to the legal representative of such patient, on account of injuries giving rise to such causes of action and which necessitated his or her care, for its customary charges for hospital and physician care and treatment of the above named injured patient to the sum hereinabove claimed to be due together with any charges owing for continuing treatment. St. Joseph's Hospital and Medical Center and any physicians for whom it is acting as agent or assignee claim an ongoing lien for any continuing treatment related to these injuries. St. Joseph's Hospital and Medical Center is filing the physician's lien as agent or assignee for the physician. The name and address of the patient stated above are as they appear on the records of this hospital. Within five (5) days of recording this lien a copy will be mailed to the patient. This lien does not reflect on the patient's credit as it will attach to third party claims even if the patient has no personal liability for the bill. See Andrews, et al. v. Samaritan Health System, 201 Ariz. 379, 36 P.3d 57 (App. 2001); A.R.S. § 36-2903.01(G)(4).

STATE OF ARIZONA)
) ss.
County of Maricopa)

Richard B. Burnham, upon his oath deposes and states that he is an agent of St. Joseph's Hospital and Medical Center and makes this Notice and Claim of Lien for and on behalf of said hospital, being authorized to do so, that the statements contained in the foregoing Notice and Claim of Lien are true.

Subscribed and sworn to before me this 4th day of October, 2012.

E PALOMINO Notary Public---Arizona Maricopa County Expires 09/15/2016

Notary Public

- 1		
1	Nicholas Ranallo, Attorney at Law #275016 371 Dogwood Way	
2	Boulder Creek, CA 95006	
3	Telephone No.: (831) 703 - 4011 Fax No.: (831) 533-5073	
4	Email: nick@ranallolawoffice.com Attorney for Defendant Joe Navasca	
5	Attorney for Defendant Joe Navasca	
6		
7	LIMITED STATES	DISTRICT COURT
8		
9	FOR THE NORTHERN DI	STRICT OF CALIFORNIA
10	AF HOLDINGS, LLC.,	Case No. 3:12-cv-02396-EMC
11	, ,	Case No. 3.12-CV-02390-EIVIC
12	Plaintiff,	NOTICE OF DEPOSITION OF AF
13	JOE NAVASCA	HOLDINGS, LLC Date: February 19, 2013
14	JOE NAVASCA	Time: 10:00 a.m.
15	Defendants.	Location: 225 Bush Street 16 th Floor
16		16 th Floor San Francisco, CA 94104
17		
18	DI EACE TAIZE NOTICE 41. 4	
19	_	nt to Fed. R. Civ. P. 30(b)(6), Defendant Joe
20	Navasca shall take the deposition upon oral exam	
21	Business Center, Standard Oil Building, 225 Bus	
22	94104, commencing at 10:00 a.m. on February 19	•
23	to day thereafter until completed. The deposition	will be conducted under oath and transcribed by
24	stenographic means. AF Holdings will be exami	ned upon the topics described in Section A,
25	below, and is required to designate and produce of	one or more officers, directors, managing agents,
26	or other persons to testify on its behalf.	
27	Notice is further given that, pursuant to F	ed. R. Civ. P. 30(b)(2) and Fed. R. Civ. P. 34, the
28		

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

2

deponent is required to produce at said deposition the documents and tangible things identified in Section B herein.

Section A. Subjects of Examination

AF Holdings will be examined upon each of the following subjects, for each of which AF Holdings is required to designate and produce one or more officers, directors, managing agents or other persons to testify on its behalf.

- 1) Circumstances surrounding the execution of the assignment agreement attached hereto as Exhibit A and attached as an Exhibit to the Amended Complaint in this matter ("the assignment"), including the identities and locations of the document's signatories, details of execution, and the identity of other individuals with personal knowledge regarding its signatories and execution;
- 2) Whether "Alan Cooper," the individual whose name appears on the assignment attached hereto as Exhibit A, is the same individual as the Minnesota Alan Cooper, represented by Paul Godfread, who was formerly employed by John Steele and filed the documents annexed hereto as Exhibit B in court proceedings in Minnesota, including 0:12-cv-02687 in the District of Minnesota.
- 3) All license and assignment agreements, and any other grants of rights, however titled, relating to the work that forms the basis of the instant suit ("Popular Demand", hereinafter "the work") including grants to AF Holdings from third parties, and from AF Holdings or Heartbreaker Productions to any non-parties, including any licenses, assignments, or other agreements with Heartbreaker Productions regarding the work.
- 4) All license and assignment agreements, and any other grants of rights, however titled, from Heartbreaker Productions to any third parties relating to the work.
- 5) AF Holdings corporate policies regarding business records, (including destruction or retention of such records), including financial records and all records associated with acquisition, distribution, licensing, or sale of its works.

28

- 6) AF Holdings corporate structure, including past and present officers, directors, members, managers, and all other beneficial owners or other individuals with a pecuniary interest in the outcome of AF Holdings BitTorrent litigation campaign;
- 7) Identity and terms of employment for any and all AF Holdings employees and independent contractors utilized by AF Holdings.
- 8) Creation and operation of AF Holdings, including principal business activities, identities of initial members and managers, initial capitalization, insurance, and day to day business operation;
- 9) AF Holdings' revenues derived from the authorized licensing and distribution of the work, including distribution of such revenues by AF Holdings and the identities of the recipients;
- 10) AF Holdings revenues derived from BitTorrent copyright litigation related to the work, including the distribution of said revenues by AF Holdings and the identities of the recipients;
- 11) Financial and contractual relationship between AF Holdings and 6881 Forensics, including the identity of any members, managers, officers, directors, or employees with an interest in both entities
- 12) Financial and contractual relationships between AF Holdings and Heartbreaker Productions, including the identity of any members, managers, officers, directors, or employees with any interest in both entities.
- 13) AF Holdings knowledge regarding its BitTorrent copyright infringement campaign, including the reliability of IP address identification and the process by which it identifies infringers based on ISP subscriber information;
- 14) Process by which AF Holdings determines which IP addresses, and subsequently individuals, to sue, including how Joe Navasca was chosen as the defendant in the instant action;
- 15) The facts upon which AF Holdings has based its identification of Joe Navasca as the infringer of its copyright in the instant suit, and the identity and location of any individuals

or documents supporting such identification;

- 16) Identity of all persons or entities with a pecuniary interest in the outcome of the instant suit and their relationship to AF Holdings;
- 17) Identity of all individuals with decision-making and settlement authority related to AF Holdings' BitTorrent copyright infringement litigation, and all individuals at AF who authorized the settlements presented, if any;
- 18) Role of Mark Lutz (former paralegal for Prenda Law) in AF Holdings, including responsibilities, date and terms of employment and source of Mr. Lutz knowledge regarding the assignment in the instant action, as well as the present physical location of Mr. Lutz;
- 19) Identity of persons at AF Holdings who authorized the hiring of counsel to pursue infringement claims and who oversee the prosecution of such claims;
- 20) Information related to AF Holdings insurance policies and indemnification agreements, both past and present, that may impact the parties in this litigation or otherwise relate to AF Holdings financial liability for adverse judgments.

Section B – Request for Production of Documents and Tangible Things

- 1. All agreements between AF Holdings and Heartbreaker Productions regarding the work at issue in the instant suit, including all licenses, assignments, or other agreements, however, named, that affect the right of either signatory to exploit the work in any manner.
- 2. All agreements between AF Holdings and any third party regarding the work at issue in the instant suit, including all licenses, assignments or other agreements, however named, that affect the right of any third party to exploit the work.
- 3. All correspondence between AF Holdings and Heartbreaker Productions regarding the work at issue in this suit, the purported grant of rights that forms the basis for AF Holdings claims of standing, or the rights of either party to exploit the work that forms the basis of this suit and other works created by Heartbreaker Productions.

Notice of Deposition

1 2	Nicholas Ranallo (Cal Bar # 275016) Attorney for Joe Navasca 371 Dogwood Way Boulder Creek, CA 95006
3	(831) 703-4011 Fax: (831) 533-5073
4	nick@ranallolawoffice.com
5	
6	
7	CERTIFICATE OF SERVICE THE UNDERSIGNED HEREBY CERTIFIES that on this 18 th day of January, 2013, a
8	copy of the foregoing deposition notice was served via email on Brett Gibbs, counsel for AF Holdings, at blgibbs@wefightpiracy.com, in accordance with Fed. R. Civ. Proc. 5(b)(2)(E), in
9	accordance with prior agreement of the parties' counsel. A courtesy copy shall be delivered via
10	regular mail to:
11	Brett Gibbs 38 Miller Avenue, #263
12 13	Mill Valley, CA 94941
13	
14	/s/ Nicholas R. Ranallo
14 15	/s/ Nicholas R. Ranallo Nicholas Ranallo, Attorney at Law
14 15 16	
14 15 16 17	
14 15 16 17	
14 15 16 17 18	
114 115 116 117 118 119 120 1	
114 115 116 117 118 119 220 221	
114 115 116 117 118 119 120 21 22	
114 115 116 117 118 119 120 121 122 123 123 134 145 156	
114 115 116 117 118 119 120 121 122 122 123 124 124 136	
14 15 16 17 18 19 20 21 22 23 24 25	
114 115 116 117 118 119 220 221	
114 115 116 117 118 119 120 121 122 123 124 125 126	

Exhibit A

COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement is dated effective as of December 20, 2011, by and among Heartbreaker Digital LLC ("Assignor") and AF Holdings, LLC, a Nevis limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. Assignment. Assignor hereby irrevocably assigns, conveys and otherwise transfers to Assignee, and its respective successors, licensees, and assigns, all rights, title and interest worldwide in and to that certain work titled "Popular Demand" and associated with copyright registration number PA0001754383 (collectively the "Work") and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action of respect to any of the foregoing, whether now known or hereafter to become known. In the event Assignor has any right in the Work which cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Assignee, its distributors, and customers or, if necessary, exclusively license such right worldwide to Assignee. These rights may be assigned by Assignee.
- 2. Representations and Warranties. Assignor represents and warrants that: (a) the Work was created solely by Assignor. Assignor's full-time employees during the course of their employment, or independent contractors who assigned all right, title and interest in their work to Assignor; (b) Assignor is the owner of all rights, title and interest in the tangible forms of the Work and all intellectual property rights protecting them; (c) the Work and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties in the Work including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain; and (f) Assignor has full power and authority to make and enter into this Agreement. Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, suits or proceedings alleging breach of these warranties.
- Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral.
- Modifications. This Agreement may be modified only by a written agreement signed by both Assignor and Assignee.
- Governing Law. This Agreement shall be governed by and enforced in accordance with the State of California and the Ninth Circuit, without giving effect to any conflicts of laws principles.

- 6. Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.
- Assignment. Assignee may assign or otherwise transfer this Agreement without consent or notice.
- 8. Perfection. Assignors agree at the request and expense of Assignee to execute any documents or perform any actions which Assignee may request to perfect this assignment or otherwise implement this Agreement. Assignor agrees that this assignment may be submitted by Assignee to the United States Copyright Office to reflect the assignment.
- Confidentiality. Neither party shall reveal the terms of this Agreement to any third party unless ordered to do so by a court of competent jurisdiction.
- Jurisdiction. Each party agrees to submit to the exclusive personal jurisdiction and venue of the courts of the Island of Nevis with respect to any disputes arising hereunder.

Agreed and Accepted as of the first date written above.

Raymond Rogers, on behalf of:

Assignor Heartbreaker Digital LLC Matt Cooper, off bena

Assignee AF Holdings, LLC

Exhibit B

GODFREAD LAW FIRM, P.C.

100 South Fifth Street, Suite 1900, Minneapolis, MN 55402

November 29, 2012

Via ECF

The Honorable Richard H. Kyle 772 Federal Building 316 N. Robert Street St. Paul, MN 55101

The Honorable Joan N. Erickson 12W U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415

Re: Alan Cooper - AF Holdings, LLC and Ingenuity13, LLC

Dear Judge Kyle and Judge Erickson:

I represent Alan Cooper who is concerned that his name or identity is being used without his consent as the CEO of AF Holdings, LLC, a plaintiff in several cases pending in the District of Minnesota. His name appears in attachments to the pleadings in these cases. Perhaps, the CEO of AF Holdings has the same name as my client, we have substantial information that would indicate that this is not a mere coincidence. I would like to be certain my client is not at risk of liability for the outcome of these cases and others like it and that he is not being made a front for the litigation activities of plaintiffs. I have attempted to contact counsel for AF Holdings and their reaction has not been reassuring.

My client had for several years acted as a caretaker for a Minnesota property owned by an attorney by the name of John Steele. When visiting his property, Steele had on numerous occasions bragged to my client about a plan involving massive copyright litigation in multiple jurisdictions. He also specifically instructed my client to contact him if anyone asked about various corporations, that Cooper was to call him. When Cooper confronted Steele about that, Steele told him not to worry about it. Needless to say, my client was suspicious, but did not know what to make of this situation. Upon learning about the many lawsuits filed by AF Holdings and learning that AF Holdings has a CEO with an identical name he began to investigate further, eventually prompting him to retain counsel.

Steele has filed numerous lawsuits across the country similar to the ones before this court involving copyright infringement over Bittorrent and may be heavily involved in the cases filed here by AF Holdings. Steele has appeared on behalf of AF Holdings in at least one case (see Ex. A). Steele also shares an office address (161 N. Clark Street, Chicago, IL 60601) with the office listed on the website of plaintiff's counsel (www.wefightpiracy.com) (see Ex. B and C). Steele's former law firm, Steele Hansmeier, appears to be the predecessor firm to Prenda Law and used the same domain name (see Ex. D - a screenshot of a cached copy of Steele's law firm Steele Hansmeier at www.wefightpiracy.com in February 2011) Steele Hansmeier has also represented Ingenuity 13, which also appears to have a similar case pending here (0:12-cv-02686-RHK-JJG) which apparently also has a manager named Alan Cooper. (See Ex. E, page 8). From these exhibits, it is also clear that attorney Dugas shares a phone number with attorney Gibbs of Steele Hansmeier (415-325-5900).

Hon. Richard H. Kyle and Hon. Joan N. Ericksen November 29, 2012 Page Two

When investigating this matter and calling the number listed on the wefightpiracy.com website, I confirmed that Steele is currently "of counsel" with Prenda Law. I called and emailed local counsel, Michael Dugas to give notice of representation and to find out if there was in fact a different Alan Cooper with AF Holdings. Within an hour after giving notice to Prenda Law and local counsel of my representation, Steele himself called my client several times in a row and asked if he had been talking to attorneys in Minnesota. Because I had not yet heard from attorneys Dugas or Steele, I looked for an alternative phone number for attorney Dugas and found a different number than the one that appears on the pleading (312-880-9160, See Ex. F). This number appears as attorney Steele's number in Exhibit A as well. Calling that number, I heard a voicemail message which said "Prenda Law." I again left a message, but have received no response. Because I have received no response from Dugas or Steele, and because Steele has contacted my client, my suspicions are now increased.

Today, I received an email from another attorney from Prenda Law, Paul Duffy, suggesting that their client, AF Holdings, probably would not volunteer information. I reasserted my request to confirm that there was another Alan Cooper at AF Holdings. Shortly before sending this letter, Duffy emailed me again and said that I should not contact his office again.

My client would like certainty that his identity is not being used without his knowledge and against his will as the would be CEO of AF Holdings, LLC or as a manager of Ingenuity13, LLC. Because both are Nevis based companies, discovering the true officers or directors is at best difficult. I have attempted to contact plaintiffs' attorneys, but have not received a response that would allow me to advise my client that he should not be concerned.

I respectfully request leave to file a motion to intervene and to seek discovery regarding the true identity of AF Holdings, LLC's CEO and Ingenuity 13, LLC's manager, Alan Cooper.

Paul Godfread

Exhibits

cc:

John Steele, Esq. (via email) Paul Duffy, Esq. (via email) Michael Dugas (via ECF) Case 1:12-cv-00048-BAH Document 32 Filed 04/20/12 Page 1 of 5

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC,)
Plaintiff,)
v.) Case: 1:12-cv-00048
DOES 1 – 1058,) Judge : Hon. Beryl A. Howell
Defendants.)
)

MOTION FOR PRO HAC VICE ADMISSION OF JOHN L. STEELE

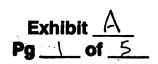
I, Paul A. Duffy, hereby move pursuant to Local Civil Rule 83.2(d) for the *pro hac vice* admission of John L. Steele to the bar of this Court to act as co-counsel in this action. Mr. Steele is of counsel with the firm of Prenda Law, Inc., and is a member in good standing of the bar of the State of Illinois and the U.S. District Court for the Northern District of Illinois. On the basis of the foregoing, it is respectfully requested that this Court admit Mr. Steele *pro hac vice* for the purpose of appearing and participating as co-counsel on behalf of Plaintiff, AF Holdings, Inc., in this action.

Dated: April 20, 2012 Respectfully submitted,

By: /s/ Paul A. Duffy

Paul A. Duffy (D.C. Bar # IL0014)
Prenda Law Inc.
161 N. Clark Street, Suite3200
Chicago, IL 60601

Telephone: (312) 880-9160 Facsimile: (312) 893-5677 Attorneys for Plaintiff, AF Holdings LLC



CASE:02122ev-026874RGIMSJJOo@ocument 1Eile@led/11/29/12agrage 4fcf425

Case 1:12-cv-00048-BAH Document 32 Filed 04/20/12 Page 2 of 5

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on April 20, 2012, I caused a true and

correct copy of the foregoing Motion For Pro Hac Vice Admission to be electronically filed with

the Clerk of the District Court using the CM/ECF system, which sent notification of such filing

to all counsel of record.

Dated: April 20, 2012

/s/ Paul A. Duffy

Paul A. Duffy

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC,)
Plaintiff,)
v.) Case: 1:12-cv-00048
DOES 1 – 1058,) Judge: Hon. Beryl A. Howell
Defendants.)
)

DECLARATION OF JOHN L. STEELE

I, John Steele, declare pursuant to 28 U.S.C. § 1746 and Local Civil Rule 83.2(d):

- 1. I am of counsel with the law firm of Prenda Law, Inc., counsel for Plaintiff, AF Holdings, LLC in the above-captioned action. I submit this declaration in support of Paul A. Duffy's Motion pursuant to Local Civil Rule 83.2(d) for the *pro hac vice* admission of John Steele to the bar of this Court.
 - 2. My full name is John L. Steele.
- 3. My office address is 161 N. Clark Street, Suite 3200, Chicago, Illinois 60601. My office telephone number is (312) 880-9160.
- 4. I have also been admitted to practice before, and am a member in good standing of, the bars of the United States Court District Court for the Northern District of Illinois, and the State of Illinois.
 - 5. I have not been disciplined by any bar.
- 6. I have been admitted *pro hac vice* to this Court in one case (1:12-mc-00150-ESH-AK) in the previous two years.

Case 1:12-cv-00048-BAH Document 32 Filed 04/20/12 Page 4 of 5

7. I do not engage in the practice of law from an office located in the District of Columbia. I am not a member of the District of Columbia bar, nor do I have an application

for membership pending.

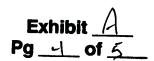
I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: April 20, 2012

/s/ John Steele

John Steele Prenda Law Inc. 161 N. Clark St., Suite 3200 Chicago, IL 60601

Telephone: (312) 880-9160 Facsimile: (312) 893-5677



Case 1:12-cv-00048-BAH Document 32 Filed 04/20/12 Page 5 of 5

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

AF HOLDINGS LLC,)
Plaintiff,)
v.) Case: 1:12-cv-00048
DOES 1 – 1058,) Judge: Hon. Beryl A. Howell
Defendants.)) _)
_[PROPOS	SEDI ORDER
Upon consideration of the Motion for P	Pro Hac Vice Admission of John L. Steele, it is
hereby	
ORDERED that John L. Steele be speci	ally admitted to appear and participate in the
above-captioned matter as counsel for Plaintiff	AF Holdings, LLC.
Dated: April 20, 2012	
	Hon. Beryl A. Howell United States District Court Judge
	Office States District Court Judge

Chicago Divorce Lawyer, Child Support Attorney, Child Custody Lawyers, Family Law Attorneys - Ste...



Divorce And Family Law

Child Custody

Child Support

Modification & Enforcement

Collaborative Divorce & Mediation

Prenuptial & Postnuptial Agreements

Spousal Support / Maintenance

Domestic Violence & Orders of Protection

Adaption

Bankruptcy

STEELE LAW FIRM, LLC

Phone: 312-893-5888 Toll-Free (in Northern Illinois): 1-800-DIVORCE

Office Locations:

Downtown Chicago 161 N Clark St., Suite 3200 Chicago, 1L 60601

2135 CityGate Ln, Suite 300 Naperville, 1L 60563

WELCOME TO THE STEELE LAW FIRM, LLC with Offices in Chicago, IL.

Family Law • Bankruptcy • Divorce • Child Custody Child Support • Prenuptial Agreements

If you are going through a divorce, or if your financial troubles are leading you to consider bankruptcy, you now have the opportunity to take a situation that isn't working out and make it better.

All of our clients have unique personal problems that they need help with. We are in the business of solving thos problems, whether they be related to family law matters, such as divorce, child custody or child support, or consumer bankruptcymatters. Contacting a lawyer can be the first step toward taking hold of your future and building a better life.

If you are looking for an attorney who will do what it takes to get you relief from your legal concerns, contact us to schedule a free initial consultation about your

Quality Legal Assistance in Illinois

The Steele Law Firm is one of Chicagoland's premier family law and consumer bankruptcy law firms. Our attorneys and staff are committed to providing high quality, accessible, compassionate service to our clients. We give each client and case the individual attention they deserve, and do everything in our power to reach our clients' overall needs and goals.

Our main office is located in the Loop in downtown Chicago, and we also have an office location in the Chicago suburb of Naperville. We represent clients with matters in Cook County, DuPage County, Kane County, Lake County, and Will County family courts, and the Northern, Southern and Central Districts of Illinois federal bankruptcy courts.

Whether you are looking for an advocate in a divorce proceeding, need help enforcing a child support order, want to know whether Chapter 7 or Chapter 13 bankruptcy is better for you, you need the advice and assistance of a skilled, experienced Illinois attorney to help you protect all of your legal rights.

Give us a call today at (312) 893-5888 or 1-800-DIVORCE (in Northern Illinois) or contact us to learn more about how we can help you or to set up a FREE consultation.

Rate Information:

Fixed Hourly Rates Fixed Flat Fees Available **FREE Consultation**

We Accept Major Credit Cards

- MasterCard
- American Express
- Discover

We Can Assist You With:

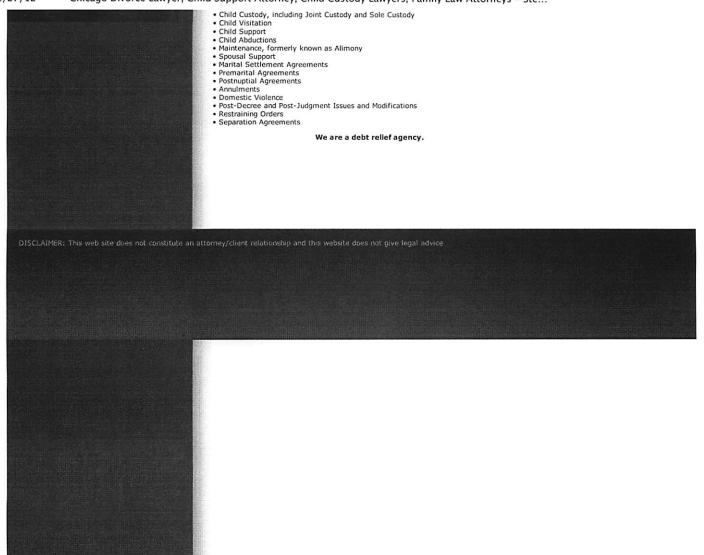
- · Matrimonial Law
- Divorce
- Domestic Relations Dissolution of Marriage and Legal Separation
 Litigation in Trial Courts
- Negotiated Settlements
 Alternative Dispute Resolution, such as Collaborative Law and Mediation
 Appeals to Reviewing Courts
 Financial Discovery and Analysis

- Property DivisionRetirement Benefits
- Qualified Domestic Relations Orders (QDROs)
 Paternity



CASE(02122ev+026874RGINSJCOODOCCOMOCOMOTO 1EileFile6/11/29/12ageage of 6f425

11/27/12 Chicago Divorce Lawyer, Child Support Attorney, Child Custody Lawyers, Family Law Attorneys - Ste...



11/27/12

Prenda Law INC.

About the Firm Firm Resources Attorneys



Practice Areas

Giving

Case Samples



DISCLAIMER

The information provided on Prenda Law, Inc.'s website is not intended to be legal advice, but merely conveys general information related to legal issues commonly encountered. This information is not intended to create any legal relationship between Prenda Law, Inc. Intellectual Property Attorneys or any attorney and the user. Neither the transmission nor receipt of these website materials will create an attorney-client relationship between sender and receiver.

The information is not guaranteed to be correct, complete, or current. We make no warranty, expressed or implied, about the accuracy or reliability of the information at this website or at any other website to which this site is linked.

Please note that recovery results vary per client. The recovery amounts in each case reflect the specific facts of that case. Further, recovery amounts in past cases are not a guarantee of future results.

There are no photos of clients on this website. Photos used on this website have been purchased from stock photography companies.

This website is not intended to create and does not create an attorney-client relationship between the user and Prenda Law, Inc. Intellectual Property Attorneys. An attorney-client relationship with us cannot be formed by reading the information at this website. The only way to become our client is through a mutual agreement in a formal letter. This website is not soliciting clients and does not propose any type of transaction. You should not act or rely on any information at this website without seeking the advice of an attorney. The determination of whether you need legal services and your choice of a lawyer are very important matters that should not be based on websites or advertisements.

THIS SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PRENDA LAW INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

PRENDA LAW DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THIS SITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS SITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS SITE.

PERSONAL INFORMATION SUBMITTED TO THE WEBSITE

Any information that you send us in an email message might not be confidential or privileged. Prenda Law, Inc. makes effort to protect personal information submitted by users of the website, including through the use of firewalls and other security measures on our servers. However, no server is 100 percent secure, and you should take this into account when submitting personal or confidential data about yourself on any website, including this one.

Additionally, while the website does not gather your name, email address or similar information about you without your knowledge or consent, the website does permit you to voluntarily submit data about yourself so that we can provide you with requested services. The information gathered will be incorporated into our mailing database and will not be sold to third parties for marketing purposes. At your request, we will remove your personal information from our files.

If you are interested in having us represent you, you should call us so we can determine whether the matter is one for which we are willing or able to accept professional responsibility. We will not make this determination by email communication.

The telephone numbers for our office are listed in this website. We reserve the right to decline any representation. We may be required to decline representation if it would create a conflict of interest with our other clients.

PRACTICE JURISDICTIONS

Prenda Law, Inc. is an Illinois law firm. Always directly confirm with the individual attorney whom you contact whether he or she practices the type of law with which you need assistance in your jurisdiction.

Exhibit _C Pg _l_ of _3_ 11/27/12

Prenda Law INC.

TERMS OF USE MAY BE MODIFIED BY THE FIRM

Prenda Law, Inc. periodically changes, adds, or updates the material in this website without notice. Prenda Law, Inc. assumes no liability or responsibility for any errors or omissions in the contents of this website. Your use of this website is at your own risk. Under no circumstances shall Prenda Law, Inc. or any other party involved in the creation, production or delivery of this website be liable to you or any other person for any indirect, special, incidental, or consequential damages of any kind arising from your access to, or use of, this website.

THIRD-PARTY WEBSITES

This website may occasionally contain links to third party websites for the convenience of our users. Prenda Law, Inc. does not endorse any of these third party sites and does not intent to imply any association between the firm and the party(ies) involved. Furthermore, Prenda Law, Inc. does not control these third party websites and cannot represent that their policies and practices will be consistent with these Terms of Use. If you use any links to websites not maintained by Prenda Law, Inc., you do so at your own risk. Prenda Law, Inc. is not responsible for the contents or availability of any linked sites. These links are provided only as a convenience to the recipient.

LEGAL AND ETHICAL REQUIREMENTS

Prenda Law, Inc. has tried to comply with all legal and ethical requirements in compiling this website. We do not want to represent clients based on their review of any portion of this website that does not comply with legal-or ethical requirements.

To the extent that the professional responsibility rules of any jurisdiction require us to designate a principal office or an attorney responsible for this website, Prenda Law, Inc. designates its office in 161 N Clark St., Suite 3200, Chicago, IL 60601 and its telephone number as (312) 880-9160.

STATE ADVERTISING DISCLAIMERS

Alabama: No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers.

Colorado: Colorado does not certify attorneys as specialists in any field.

Florida: The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.

Illinois: Unless otherwise stated, our attorneys claiming certification in an area of law are not certified by the Illinois Board of Legal Specialization.

lowa: The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of lowa.

NOTICE TO THE PUBLIC: Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such a lawyer is necessarily any more expert or competent than any other lawyer. All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered. This notice is required by rule of the Supreme Court of lowa.

Kentucky and Oregon: THIS IS AN ADVERTISEMENT.

Mississippi: The Mississippi Supreme Court advises that a decision on legal services is important and should not be based solely on advertisements.

Missouri: Neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or specialist designations.

Nevada: The State Bar of Nevada does not certify any lawyer as a specialist or expert.

New Mexico: LAWYER ADVERTISEMENT.

Tennessee: None of the attorneys in this firm are certified as a Civil Trial, Criminal Trial, Business Bankruptcy, Consumer Bankruptcy, Creditor's Rights, Medical Malpractice, Legal Malpractice, Accounting Malpractice, Estate Planning or Elder Law specialist by the Tennessee Commission on Continuing Legal Education and Specialization. Certification as a specialist in all other listed areas is not currently available in

Wyoming: The Wyoming State Bar does not certify any lawyer as a specialist or expert. Anyone considering a lawyer should independently investigate the lawyer's credentials and ability, and not rely upon advertisements or self-proclaimed expertise.

LAWYER'S LISTINGS

The information in the directory of lawyers is provided by the listees. Prenda Law, Inc. does not warrant the validity of the information, nor does it guarantee the quality of the work product.

The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. Prenda Law, Inc. does not review the contents of the listings, which are provided by the listees or any links; Prenda Law, Inc. is not responsible for any material or information contained in the linked sites or provided by listees.

A description or indication of limitation of practice by a lawyer does not mean that any agency or board has certified such lawyer as a specialist or expert in any indicated field of law practice, nor does it mean that such lawyer is necessarily any more expert or competent than any other lawyer.

All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered.

OWNERSHIP, LICENSE & RESTRICTIONS ON USE

As between Prenda Law, Inc. and you, all right, title and interest (including all copyrights, trademarks and other intellectual property rights) in this website belongs to Prenda Law, Inc., its licensors, or listees. In addition, the names, images, pictures, logos and icons identifying Prenda Law, Inc. products and services in many countries are proprietary marks of Prenda Law, Inc. and/or its subsidiaries or affiliates. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

CASTES 0: 32-2-CV 028874RAW4SJCD ODWCGMETO 1 FILETHEOD 11/29/12 APROJE 12/26/25

11/27/12

Prenda Law INC.

You are hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from this website provided solely for your personal, informational, non-commercial purposes, and provided you do not remove or obscure the copyright notice or other notices. Except as expressly provided above, no part of this website, including but not limited to materials retrieved there from and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this website be stored in any information storage and retrieval system without prior written permission from Prenda Law, Inc. Intellectual

Use, duplication, or disclosure by or for the United States Government is subject to the restrictions set forth in DFARS 252.227-7013 (c)1)(ii) and FAR 52.227-19.

LIMITATION OF LIABILITY

A covered party (as defined below) shall not be liable for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees and lost profits or savings) in any way due to, resulting from, or arising in connection with this site, including its content, regardless of any negligence of any covered party. "Covered party" means Prenda Law, Inc., its affiliates, its listees, and any officer, director, employee, subcontractor, agent, successor, or assign Prenda Law, Inc., its affiliates, and its listees.

GOVERNING LAWS IN CASE OF DISPUTE: JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, USA, as they apply to agreements made and solely performed therein. Disputes arising hereunder shall be exclusively subject to the jurisdiction of the federal courts of the United States of America and/or the state courts of Illinois and jurisdiction therefore shall rest solely in Illinois, USA.

ENTIRE AGREEMENT: SEVERABILITY

These Terms of Use incorporate by reference any notices contained on this Site and constitute the entire agreement with respect to your access to and use of this Site. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Material available in Prenda Law, Inc. website is protected by copyright law.

Prenda Law, Inc. All rights reserved.



Home | About the Firm | Firm Resources | Attorneys | Practice Areas | Giving | Case Samples | Terms of Service © 2012 Copyright 2011 Prenda Law Inc. All Rights Reserved.

You may reproduce materials available at this size for your own personal use and for non-commercial distribution. All copies must include the above copyright notice.

ATTORNEY ADVERTISING DISCLAIMER. The contents of this website should not be construed as legal advice on any specific fact or circumstance. Its content was prepared by Prenda Law Inc. (an Illinois law firm organized as a limited liability company with its principal office at 161 North Clark Street, Suke 3200, Chicago, Illinois 60601, Ph 1-800-380-0840) for general information purposes only. Your receipt of such information does not create an attorney-client relationship with Prenda Law Inc. or any of its alwayers. You should not act or rely on any of the Information contained here without seeking professional legal advice. Prior results referred to in these materials do not guarantee or suggest a similar result in other matters. Prenda Law Inc.'s tawyers are licensed in Illinois and a limited number of other jurisdictions. They and the Firm cannot file actions in all states without associating locally licensed attorneys and/or becoming admitted in that jurisdiction for a limited purpose.

Prenda Law Inc. lawyer responsible for the contents of this website is Paul Duffy.

Steele | Hansmeier PLLC



STEELE | HANSMEIER

- Home
- About Us
- Services
- Contact Us
- Disclaimer

• Steel | Hansmeier Jun 19, 2010 Steele | Hansmeier PLLC is a law firm dedicated to eradicating digital piracy. We represent prominent content producers and commence legal action against individuals and businesses who steal our client's content.



Combating Piracy in the Digital Age Jun 19, 2010 Our practice includes addressing the unique legal issues posed by Internet-based piracy, where
the vast majority of infringement occurs under the cover of IP addresses



• Preserving the Creative Arts Jun 19, 2010 We view our mission as preserving the creative arts for future generations. If left unchecked, digital piracy represents an existential threat to creative arts professionals around the world.

Exhibit V

11/28/12

Steele | Hansmeier PLLC





• Combating Piracy in the Digital Age



· Preserving the Creative Arts

Contact Us

About Us

Steele | Hansmeier PLLC is a Chicago-based law firm that provides legal services to content producers and creative professionals. Our focus is purusing individuals and businesses who infringe on the copyrights associated with our clients' creative works. Our practice includes addressing the unique legal issues posed by Internet-based piracy, where the vast majority of infringement occurs under the cover of Internet Protocol ("IP") addresses.

We view our mission as a small part of the overall effort to preserve the creative arts for future generations. In our view, the ease with which digital content is pirated represents an existential threat to the future of professional content producers. Our clients understand all too well the problems posed by the unauthorized redistribution of their copyrighted works, particularly given the capital investment associated with producing and marketing professional works.

Services

The legal services offered by Steele | Hansmeier PLLC reflect the lifecycle of a creative work. Such services include:

- · Due diligence efforts to determine whether a proposed creative work lacks originality or infringes on another creative work;
- Developing a plan for protecting and enforcing U.S. and international copyrights;
- Securing U.S. copyrights and coordinating with third parties to secure international copyrights in both Berne and non-Berne Convention countries; and
- Enforcing U.S. copyrights and coordinating with third parties to enforce international copyrights.

Many of our services involve coordinating with third party attorneys (e.g. international copyright work) and third party technology providers (e.g. copyright enforcement). Our consistent focus is to provide our clients with strong returns on the capital they invest in our time and that of our third party service providers.

top

Due Diligence

Before investing substantial capital into the production and/or distribution of a creative work, a creative artist may wish to conduct a basic level of due

Exhibit <u>P</u> Pg <u>2</u> of <u>4</u>

CASES 0: 12-2 vs 026874 RGK4S J CD O Documento 11 File tile 06/111/29/12 agage 115 8425

11/28/12

Steele | Hansmeier PLLC

diligence into determining the degree to which their work resembles other copyrighted creative works. The methods for conducting this sort of due diligence vary based on the medium, through most forms of creative work lend themselves to digital due diligence. For example, an audio file can be digitally fingerprinted based on a variety of characteristics (e.g. rhythm, length, melody, etc.). This fingerprint can be compared to those of other audio files. Similar results would then be reviewed to determine whether a copyright issue exists. If such an issue exists, then the creative artist can attempt to obtain a license from the copyright holder of the original work. A creative artist's bargaining power is much stronger before they invest millions of dollar into marketing and distributing a creative work.

In 2008, Joe Satriani filed a copyright infringement lawsuit against the Grammy Award-winning band, Coldplay. Satriani's suit alleged that Coldplay's hit song, Vida la Vida, contained substantial portions of Satriani's, If I Could Fly. The parties eventually reached an out-of-court monetary settlement for an undisclosed financial sum.

In addition to avoiding infringement lawsuits, it is important to know whether a given creative work will even be afforded the protection of the copyright laws of the jurisdictions in which the artist intends to market the creative work. Steele | Hansmeier PLLC offers services to assist creative artists in conducting the forms of due diligence described in this section.

Protection Planning

Another category of services offered by Steele | Hansmeier PLLC is assisting creative artists plan their copyright strategy in advance of the creation and/or publication of their creative works. Despite the existence of international treaties, such as the Berne Convention, the world as a whole essentially remains a patchwork of copyright laws with varying degrees of enforcement. By way of example, a creative artist's approach to copyright protection in the United States should look much different than the artists approach to copyright protection in China. We offer to assist creative artists in developing copyright protection strategies worldwide.

Securing Copyrights

Once a creative work has been produced and/or published, it is generally important to register a copyright in every country where the copyright holder may wish to assert their rights. We offer to assist creative artists by coordinating the registration of their copyrights around the world, as required.

In the United States it is particularly important to register one's copyrights. As a general rule, copyright registration is a prerequisite to filing a copyright infringement lawsuit in U.S. federal court and a timely filing will preserve remedies that may be lost indefinitely if one does not timely register his or her copyright.

Enforcing Copyrights

Copyright enforcement is a rapidly evolving field. Recent advances in communications technology have dramatically lowered the cost and increased the profitability of mass-piracy. As piracy evolves, so too must copyright enforcement strategies. Steele | Hansmeier PLLC offers services on the cutting edge of copyright enforcement, including: 1) DMCA enforcement services; 2) pirate pursuit services; and 3) advising on comprehensive paradigm shifts in copyright enforcement.

Disclaimer

Our website is intended to provide only an overview of Steele | Hansmeier PLLC. Nothing on this website is meant to be or should be relied on as legal advice. Commentary on this website is not necessarily up to date. This website is not intended to be an offer to represent you, nor is it intended to establish an attorney client privilege.

Links

Berne Convention Copyright Office Copyright Overview Copyright Statutes Creative Commons

Resources

-Patry Blog Geist Blog (Canadian law) -IP Watch

Pages

- About Us
- Contact Us
- Disclaimer
- Services

CASES 0: 32-2-CV-02887-4R-FIN/SJCD-ODUCUMENO 1 Film 606/11/29/12 apage 16 8425

11/28/12

Steele | Hansmeier PLLC

Latest News

Google fights piracy



According to an article published on Digital Trends, Google is taking steps to implement several anti-piracy measures, which will ideally make it more difficult for searchers to located pirated material. First, Google is increasing its responsiveness to takedown requests of so-called "reliable copyright holders." Second, its autocomplete function will filter out greater amounts of infringing results. [...]

Pixar's president discusses copyright laws



According to a recently published article in the Salt Lake Tribune, Ed Catmull, president of Pixar Studios, linked international copyright protection to Pixar's ability to continue investing in the cutting-edge technology that's brought us such movies as Wall-E, Monster's, Inc., and Up – all of which are presumably registered trademarks of Pixar Animation Studios. At [...]

Robin Hood is the week's most pirated movie



Ridley Scott's Robin Hood, starring Russell Crowe and Cate Blanchett, is not only popular in the theaters, but also among the BitTorrent crowd. According to BitTorrent news site, TorrentFreak, Robin Hood, despite its relatively lower IMDB rating, beat out both Iron Man 2 and the Expendables for the top spot on the piracy chart [...]

© Copyright Steele | Hansmeier PLLC - Design by Kriesi.at - Wordpress Themes

- RSS
- Facebook
- Twitter
- flickr

top

	Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 1 of 8			
1	Brett L. Gibbs, Esq. (SBN 251000) Steele Hansmeier PLLC. 38 Miller Avenue, #263			
2				
3	Mill Valley, CA 94941 415-325-5900 blgibbs@wefightpiracy.com			
4	Attorney for Petitioner			
5	Auorney for Tellioner			
6	IN THE UNITED STATES DISTRICT COURT FOR THE			
7				
8	EASTERN DISTRICT OF CALIFORNIA			
9				
10	In the Matter Of a Petition By			
11	INGENUITY13 LLC, No.			
12	Judge:			
13	VERIFIED PETITION TO PERPETUATE TESTIMONY			
14				
15				
16	1. Petitioner Ingenuity13 LLC by and through its undersigned attorney, hereby			
17	petitions this Court for an order pursuant to Federal Rule of Civil Procedure 27 authorizing the			
18	issuance of subpoenas duces tecum to the Internet Service Providers ("ISPs") listed on Exhibit A to			
19	this petition.			
20	2. Petitioner is limited liability company organized and existing under the laws			
21	of the Federation of Saint Kitts and Nevis. Petitioner produces adult entertainment content and this			
22	content is being unlawfully reproduced and distributed over the Internet via the BitTorrent file			
23	transfer protocol. An individual or individuals wrongfully reproduced and distributed Petitioner's			
24	copyrighted works via the BitTorrent protocol in violation of Petitioner's exclusive rights unde			
25	United States Copyright Act, 17 U.S.C. §§ 101, et seq. Petitioner anticipates bringing a civil action			
26	against the person or persons engaging in such unlawful activity. This action would be cognizable in			
27	a United States court as United States courts have exclusive jurisdiction over copyright actions			
28	Without knowing the identity or identities of the anonymous infringers, Petitioner has no means to			

Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 2 of 8

name and serve the individual or individuals in an action with summons and complaint. The purpose of this petition is to ascertain these identity or identities.

- 3. Petitioner seeks the name, address, telephone number, e-mail address and Media Control Access number of each account holder associated with the Internet Protocol ("IP") addresses listed on Exhibit B to this petition. Each of the IP addresses was identified by Petitioner's agents as being associated with infringing activity on the corresponding dates and times listed on Exhibit B. The reasons to perpetuate the testimony are multiple. First, without this information Petitioner has no means to name and serve a complaint on the infringing parties. Second, on information and belief, this information is destroyed in the regular course of business and will be unavailable to Petitioner after it is destroyed. An example of an ISP's data retention policy is shown as Exhibit C. Finally, under the Cable Communications Policy Act, 47 U.S.C. § 551(c)(2)(B), a court order is necessary to discover an account holder's identity.
- 4. The names and addresses of the person or persons whom Petitioner expects to be adverse parties are unknown to Petitioner. The individual or individuals responsible for infringing Petitioner's works are known to Petitioner only by an IP address—a number that is assigned to devices, such as computers, that are connected to the Internet. Petitioner used geolocation to trace the IP addresses of the expected adverse party or parties to a point of origin within the State of California.
- 5. The name and address of each responding party is set forth on Exhibit A to this petition. Petitioner is seeking the name, address, telephone number, e-mail address and Media Control Access number of each account holder associated with the Internet Protocol ("IP") addresses listed on Exhibit B to this petition.

FACTUAL ALLEGATIONS

- 6. Petitioner is the owner of the copyright for the motion picture set forth in Exhibit D to this petition.
- 7. As set forth below, Petitioner has actionable claims for direct and contributory copyright infringement and a claim for civil conspiracy against the individual or individuals who

VERIFIED PETION TO PERPETUATE TESTIMONY

Exhibit E Pg 2 of 8

Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 3 of 8

engaged in infringing activities via the IP addresses set forth on Exhibit B hereto based on the parties' use of the BitTorrent protocol to illegally reproduce and distribute Petitioner's work(s).

A. The Unknown Infringers used BitTorrent to Infringe Petitioner's Copyrights

- 8. BitTorrent is a modern file sharing method ("protocol") used for distributing data via the Internet. BitTorrent protocol is a decentralized method of distributing data. Instead of relying on a central server to distribute data directly to individual users, the BitTorrent protocol allows individual users to distribute data among themselves by exchanging pieces of the file with each other to eventually obtain a whole copy of the file. When using the BitTorrent protocol, every user simultaneously receives information from and transfers information to one another.
- 9. The BitTorrent protocol is an extremely popular method for transferring data. A group of individuals transferring data among one another (the "swarm") will commonly include peers from many, if not every, state in the United States and several countries around the world. And every peer in the swarm participates in distributing the file to dozens, hundreds, or even thousands of other peers.
- 10. The BitTorrent protocol is also an extremely popular method for unlawfully copying, reproducing, and distributing files in violation of the copyright laws of the United States. A broad range of copyrighted albums, audiovisual files, photographs, software, and other forms of media are available for illegal reproduction and distribution via the BitTorrent protocol.
- 11. Efforts at combating BitTorrent-based copyright infringement have been stymied by BitTorrent's decentralized nature. Because there are no central servers to enjoin from unlawfully distributing copyrighted content, there is no primary target on which to focus anti-piracy efforts. Indeed, the same decentralization that makes the BitTorrent protocol an extremely robust and efficient means of transferring enormous quantities of data also acts to insulate it from anti-piracy measures.
- 12. The infringing parties in this action were all observed using the BitTorrent protocol to unlawfully reproduce and distribute Plaintiff's copyrighted work by exchanging pieces with one another either directly or via a chain of data distribution.

Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 4 of 8

B. Each infringer installed a BitTorrent Client on his or her computer

- 13. The individual or individuals associated with the infringing activity installed a BitTorrent Client onto his or her computer(s). Normal commercial computers do not come preloaded with BitTorrent software. Each infringer must have separately installed on their respective computers special software that allows peer-to-peer sharing of files by way of the Internet. The infringers use software known as BitTorrent clients. Among the most popular BitTorrent clients are Vuze (formerly Azureus), μTorrent, Transmission and BitTorrent 7, although many others are used as well.
- 14. Once installed on a computer, the BitTorrent "Client" serves as the user's interface during the process of uploading and downloading data using the BitTorrent protocol.

C. The Initial Seed, Torrent and Tracker

- 15. A BitTorrent user who wants to upload a new file, known as an "Initial Seeder," starts by creating a "torrent" descriptor file using the client he or she installed onto his or her computer. The Client takes the target computer file, the "initial seed," in this case, one of the copyrighted Works, and divides it into identically sized groups of bits known as "pieces." The Client then gives each one of the computer file's pieces, in this case, pieces of one of the copyrighted works, a random and unique alphanumeric identifier known as a "hash" and records these hash identifiers in the torrent file.
- 16. When another peer later receives a particular piece, the hash identifier for that piece is compared to the hash identifier recorded in the torrent file for that piece to test whether the piece is free of errors. In this way, the hash identifier works like an electronic fingerprint to identify the source and origin of the piece and ensure that the piece is authentic and uncorrupted.
- 17. Torrents files also have an "announce" section, which specifies the Uniform Resource Locator ("URL") of a "tracker" and an "info" section, containing (suggested) names for the files, their lengths, the piece length used, and the hash identifier for each piece, all of which are used by the Client on peer computers to verify the integrity of the data they receive. The "tracker" is a computer or set of computers that a torrent file specifies and to which the torrent file provides

Exhibit E Pg 4 of 8

VERIFIED PETION TO PERPETUATE TESTIMONY

Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 5 of 8

peers with the URL address(es). The tracker computer or computers direct a peer user's computer to another peer user's computer that have particular pieces of the file, in this case, one of the copyright Works on them, and facilitates the exchange of data among the computers. Depending on the BitTorrent Client, a tracker can either be a dedicated computer (centralized tracking) or each peer can act as a tracker (decentralized tracking).

D. Torrent Sites

- 18. "Torrent Sites" are websites that index torrent files that are currently being made available for copying and distribution by the people using the BitTorrent protocol. There are numerous torrent websites, such as www.torrentz.eu or thepiratebay.org.
- 19. Upon information and belief, each infringer went to a torrent site to upload and download one of the Petitioner's copyrighted Works.

E. Uploading and Downloading a Work Through a BitTorrent Swarm

- 20. Once the initial seeder has created a torrent and uploaded it onto one or more torrent sites, then other peers begin to download and upload the computer file to which the torrent is linked (here, one of the copyright Works) using the BitTorrent Client that the peers installed on their computers.
- 21. The BitTorrent protocol causes the initial seed's computer to send different pieces of the computer file, here, one of the copyrighted Works, to the peers who are seeking to download the computer file. Once a peer receives a piece of the computer file, it starts transmitting that piece to other peers. In this way, all of the peers and seeders are working together in what is called a "swarm."
- 22. Here, each infringing peer member participated in a swarm through digital handshakes, the passing along of computer instructions, uploading and downloading, and by other types of transmissions.
- 23. In this way, and by way of example only, one initial seeder can create a torrent that breaks a movie up into hundreds of piece saved in the form of a computer file, like the Works here, upload the torrent file onto a torrent site, and deliver a different piece of the computer

Exhibit ______ Pg ____ of _____

1	Case 2:11-mc-00084-JAM-DAD Document 1	Filed 10/28/11 Page 7 of 8	
1	WHEREFORE, petitioner requests that an order	he made and entered directing that netitioner	
2	WHEREFORE, petitioner requests that an order be made and entered directing that petitioner may compel the production of documents to the extent of determining the name, current (and		
3	permanent) addresses, telephone numbers, e-mail addresses and Media Access Control addresses of		
4	the person or persons whose IP addresses are listed in Exhibit B from the ISPs listed on Exhibit A		
5	for the purposes of determining the true identity of unknown infringers. To further support its		
6	Petition, Petitioner attaches as Exhibit F its Memorandum of Law in Support of Petitioner's Verified		
7	Petition to Perpetuate Testimony.		
8	Tourish to respond to the same of the same		
9			
10	Respectfully Submitted,		
11		genuity 13 LLC,	
12	DATED: October 28, 2011	•	
13		/s/ Brett L. Gibbs, Esq.	
14	Ву:	•	
15	Ste	ett L. Gibbs, Esq. (SBN 251000) elle Hansmeier PLLC.	
16		Miller Avenue, #263 ll Valley, CA 94941 5-325-5900	
17	blg	ibbs@wefightpiracy.com	
18	Att	torney for Plaintiff	
19			
20			
21			
22			
23			
24			
25			
26			
27			
28	li		
	VERIFIED PETION TO PERPETUATE TESTIMONY		

Exhibit _____ Pg ____ of ____

	Case 2:11-mc-00084-JAM-DAD Document 1 Filed 10/28/11 Page 8 of 8		
1	NOTARIZED VERIFICATION		
2			
3	I declare under penalty of perjury under the laws of the United States of America that the		
4	foregoing information contained in this Verified Petition is, to the best of my knowledge, true and		
5	correct.		
6			
7	DATED: October 28, 2011 /S/ Alan Cooper		
8	Alan Cooper, Manager of Ingenuity 13 LLC		
9	I Bratt I Gibbs Esg. baraby confirm per Eastern District of California Local Pula 131(f)		
10 11	I, Brett L. Gibbs, Esq., hereby confirm per Eastern District of California Local Rule 131(f)		
12	that counsel for Plaintiff has a signed original notarized version of the above Verified Petition.		
13			
14	DATED: October 28, 2011		
15	By: /s/ Brett L. Gibbs, Esq.		
16	Brett L. Gibbs, Esq. (SBN 251000) Steele Hansmeier PLLC.		
17	38 Miller Avenue, #263 Mill Valley, CA 94941 415-325-5900		
18	blgibbs@wefightpiracy.com Attorney for Plaintiff		
19			
20			
21 22			
23			
24			
25			
26			
27			
28	8		
	VERIFIED PETION TO PERPETUATE TESTIMONY		

Exhibit E Pg & of 8 Skip to Main Content Logout My Account Search Menu New Civil Search Refine Search Back

Location . All MNCIS Sites - Case Search Help

REGISTER OF ACTIONS Case No. 27-CV-12-17079

Guava LLC vs CenturyLink Inc

തതതത

Case Type: Civil Other/Misc. Date Filed: 08/10/2012 Location: - Hennepin Civil

Judicial Officer: Steenson DuFresne, Mary E.

PARTY INFORMATION

Defendant CenturyLink Inc Lead Attorneys DAVID EARLE CAMAROTTO

Retained 612-333-3000(W)

312-880-9160(W)

Plaintiff Guava LLC

MICHAEL KEVIN DUGAS Retained

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

08/10/2012 Motion

08/20/2012 Notice of Case Assignment (Judicial Officer: Steenson DuFresne, Mary E.)

09/24/2012 Proposed Document

09/24/2012 Certificate of Representation

09/24/2012 Memorandum

09/24/2012 Affidavit-Other

09/24/2012 Affidavit of Service

09/27/2012 Notice of Appearance

09/27/2012 Notice of Appearance

09/27/2012 Motion

09/28/2012

09/27/2012 Responsive Motion

09/28/2012 Order-Other

09/28/2012 Notice of Appearance

10/01/2012 Motion Hearing (9:15 AM) (Judicial Officer Steenson DuFresne, Mary E.)

Result: Held

10/01/2012 Taken Under Advisement (Judicial Officer: Steenson DuFresne, Mary E.)

10/12/2012 Correspondence

10/15/2012 Correspondence

10/29/2012 Telephone Motion Hearing (9:30 AM) (Judicial Officer Steenson DuFresne, Mary E.)

Result: Held

10/29/2012 Order Granting Motion (Judicial Officer: Steenson DuFresne, Mary E.)

FINANCIAL INFORMATION

Defendant CenturyLink Inc Total Financial Assessment 422.00 **Total Payments and Credits** 422.00 Balance Due as of 11/29/2012 0.00

09/25/2012 **Transaction Assessment** 322.00 09/25/2012 E-File Electronic Payment Receipt # EP27C-2012-12417 CenturyLink Inc (322.00)09/25/2012 **Transaction Assessment** 100.00

09/25/2012 E-File Electronic Payment Receipt # EP27C-2012-12420 CenturyLink Inc (100.00)

Plaintiff Guava LLC 622 00 **Total Financial Assessment**

Total Payments and Credits 622.00 Balance Due as of 11/29/2012 0.00

08/20/2012 422.00 **Transaction Assessment** 08/21/2012 Mail Payment Receipt # 1227-2012-19301 Prenda Law Inc (422.00)**Transaction Assessment** 100.00 09/27/2012 (100.00)E-File Electronic Payment Receipt # EP27C-2012-12743 **Guava LLC** 09/27/2012 09/28/2012

Transaction Assessment 100.00 (100.00)E-File Electronic Payment Receipt # EP27C-2012-12816 **Guava LLC**