

U.S. DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FILED

JAN 28 2010

CHRIS R. JOHNSON, Clerk
By
Deputy Clerk

United States District Court

For the

Western District of Arkansas

Jason Duffy Wallace)

vs

Civil Action No

10-1009

Google, CS Enterprises, Farmer's Bank)

Plaintiff Complaint

Comes now the Plaintiff, without counsel, states the following:

1. That Plaintiff made arrangements with Actingland.com to become an affiliate & be paid by commissions according to the affiliate agreement.
2. That Plaintiff configured commissions to be paid directly into Plaintiffs PayPal acct & then be transferred to Plaintiffs checking acct at Farmer's Bank 210 Main street Hamburg, Arkansas 71646 which was closed after receiving approximately 200 web-hits.
3. That Plaintiff's sister paid defendant CS Enterprises the sum of \$69.99 to deliver 1 million web-visitors to Plaintiffs website <http://imovinonup.mysite.com> . which were not delivered.
4. That Google sabotaged Plaintiffs web-page by placing a jumbo-sized banner-ad in the restricted portion of Plaintiffs webpage which is defined as commission-theft.
5. That the Plaintiff is now penniless & suffers from back & neck pain, gout, pink-eye & left-knee surgery.

RECEIVED
WD/AR

JAN 07 2010

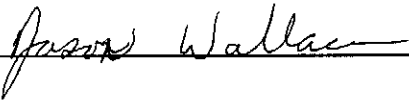
U. S. CLERK'S OFFICE

WHEREFORE, Plaintiff prays this Honorable Court take action against the Defendant for all proper relief to the plaintiff.

Jason Duffy Wallace

161 Treswell Rd

Hamburg, AR 71646

A handwritten signature in cursive script, reading "Jason Wallace", is written over a solid horizontal line.



Account Information

[Home](#) | [Account Menu](#)

Update your personal account information by completing this form in its entirety.

Please keep your contact information current. It is necessary we can always reach you should we have important information regarding your account.

Full Name

Enter your name for our administration purposes.

First Name: Jason
Last Name: Wallace

Contact Information

Please provide a valid email address, phone number, and optional fax number. We will not sell, lease, or share your personally identifiable information with others. [Privacy Policy](#)

Email: talkativejd@netzero.net
Phone: 870-853-4241
Fax:

Address

Enter your personal or corporate mailing address. We will send your referral checks here.

Address: 161 Treswell Rd
City: Hamburg
State: Arkansas
Province (if outside US):
Zip/Postal Code: 71646
Country: United States

Web Site Info

If you run a web site and plan to link to us from your site, please complete the following fields. Carefully enter your site's URL.

Company: J.D.'s
Site Name:
Site Description: affiliate website for actingland
URL: http://imovininup.mysite.com

Promotional Code

Promote Actingland by word of mouth or by distributing printed materials using your promotional name or code. You will receive a referral fee when visitors enter your promotional code.

Promotional Code:

Payment Name

To whom would you like your account payable? Enter the individual or company name you want printed on your referral checks.

Payable: Jason Duffy Wallace

Login Information

Select a new username and password by completing following fields.

Username: talkativejd

Password: elephant

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Affiliate Program Agreement

Actingland Incorporated is pleased to present in this Agreement the complete terms and conditions that apply to an individual's or entity's participation in the Actingland Affiliate Program. As used in this Agreement, "we" means Actingland, "you" or "Affiliate" means the applicant who has been accepted into the Affiliate Program. "Customer" refers to any paying Actingland community member or subscriber. "Registration" means the process of joining the Actingland community by subscribing to our membership services and paying for such services. "Site" means a World Wide Web site and, depending on the context, refers to either an Actingland site or to the Affiliate site linked to an Actingland site.

Enrollment

To begin the enrollment process, submit a complete program application via our site. Actingland will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. Actingland may reject your application if we determine (in our sole discretion) that you or your site is unsuitable for the Affiliate Program for any reason, including, but not limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable. You can reapply if you are rejected.

Tracked Links

Actingland will assign to the Affiliate a "Session-defined Tracking Code" that identifies a customer as one that originated from the Affiliate's web site. Using the Session-defined Tracking Code, Actingland will use reasonable commercial best efforts to track Registrations, from that Customer and assign credit for those Registrations to the Affiliate. The Affiliate will be paid a Commission Fee as a direct result of the Tracked Link between the Affiliate's site and Actingland. You agree to promote Actingland and our services through means such as banner advertising, special promotions, logo and product placements, and/or any other combination of text and graphics intended to increase awareness about Actingland and to stimulate Registration.

Promotional Codes

Promotional Codes are alphanumeric codes defined by the Affiliate and can be used to track registrations. Promotional Codes may be used on printed materials such as flyers, brochures, business cards, advertisements in newspapers and magazines, or included in television or radio commercials. Customers must manually enter an Affiliate Promotional Code during Registration for the Affiliate to receive a referral credit. Promotional Codes will be tracked through our reasonable commercial best efforts and the Affiliate will be paid a commission fee as a direct result of an received Promotional Code.

Promotion

Both Parties generally agree to promote their relationship in good faith and when appropriate. Actingland may choose to list your site's name and Mark as an Affiliate Partner on its site or in print.

Payment Structure

Actingland will pay Commission Fees to the Affiliate at the starting rate of one U.S. dollar (\$1.00) per Registration subject to the Minimum Payment clause below. Commissions Fees as high as, but not exceeding 50% of the Registration Fee, may be awarded to some web sites that show a remarkable commitment to market Actingland and our services. Actingland will determine individual web site's Commission Fees based upon our sole discretion. The Registration Fee is defined as cash collections less taxes, service charges, shipping and handling charges, discounts, gift certificates, credits, credit card processing fees and chargebacks. Actingland shall pay Commission Fees to the Affiliate within 45 days after the end of each calendar quarter. The Affiliate is only eligible to earn Commission Fees during the Term of the Agreement. Actingland reserves the right to withhold final payment for a reasonable period to time to ensure that the correct amount is paid.

Minimum Payment

If during any calendar quarter, Commission Fees do not exceed twenty dollars (\$20.00), then the Commission Fees earned during that calendar quarter will be accrued and added to the Commission Fees earned in subsequent calendar quarters. Payment will be made in the first calendar quarter in which the sum of Commission Fees earned and any Accrued Commission Fees is greater than twenty dollars (\$20.00). Upon Termination, any Commission Fees and Accrued Commission Fees will be paid.

Fulfillment

Actingland will use reasonable commercial best efforts to provide our Registration Services and member support in accordance with its customary business practices. Actingland shall be solely responsible for (a) registering members; and, (b) calculating, collecting, and paying all appropriate taxes associated with payment processing. Actingland Registration and member support offered through the Affiliate Program will be supported by the same favorable practices and policies as offered through other Actingland channels.

Policies and Pricing

Individuals who Register with Actingland through the Affiliate Program will be deemed to be members of Actingland. Accordingly, all of the rules, policies, and operating procedures concerning member registration, customer service, and payment will apply to those members. Actingland may change its policies and operating procedures at any time. For example, Actingland will determine the prices to be charged for Registration in accordance with our own pricing policies.

Affiliates Responsibilities

You are solely responsible for ensuring that reviews, descriptions, and articles on your site or used in conjunction with your Promotional Code comply with all applicable copyright and other laws. You must have express permission to use another party's copyrighted or other proprietary material. Actingland will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law.

Actingland's Responsibilities

Actingland will use reasonable commercial best efforts to provide all information necessary to allow you to make appropriate Tracked Links from your site to our site. Actingland will use reasonable commercial best efforts to process orders placed by a customer following a Tracked Link from your site or entering your Promotional Code upon Registration. Actingland will use reasonable commercial best efforts to provide sales statistics and to process payments and other related customer service.

Term of the Agreement

The Term of this Agreement will begin upon our acceptance of your Affiliate Program application (the "Effective Date") and shall, unless sooner terminated as provided herein, remain effective for an initial term of one (1) year (the "Initial Term") from the Effective Date. After the Initial Term, this Agreement will automatically renew for successive one-year periods ("Extension Terms"), unless either Party gives written notice to the other Party of its intent not to renew at least thirty (30) days prior to the end of the then current term.

Termination

Either Party may terminate this Agreement upon 30 days' prior written notice either through certified mail or email to the other party in the case of a breach of this Agreement, unless such breach has been cured within such 30 day period; which 30 day period begins to run from the date notice is confirmed to be received specifying the nature of the alleged breach. Notice shall be addressed to:

Actingland, Inc.
11271 Ventura Blvd. # 395
Studio City, CA 91604

Intellectual Property

All intellectual or proprietary property and information, supplied or developed by either party shall be and remain the sole and exclusive property of the party who supplied or developed same. Upon termination of this Agreement, each Party shall return to the other any and all such property and information it received from the other Party to this Agreement.

Licenses

Each Party grants to the other Party during the term of this Agreement, a royalty-free, non-exclusive license to establish hyperlinks between the Parties' sites and to use, reproduce, and display each other's tradenames, trademarks, service marks, products, and logos (collectively, the "Marks") for the purpose of indicating the location of the Tracked Links and in connection with the marketing and promotion of Tracked Links, Promotional Codes and the services of Actingland.

Legal Compliance

Both Parties shall operate their respective sites and services in compliance with all applicable laws and regulations, and each will be solely responsible for obtaining all required governmental authorizations necessary for the full performance of its services as provided for under this Agreement.

Each Party hereby represents and warrants that:

- a. It has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- b. It has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement.
- c. The services to be rendered by each party under this Agreement neither infringes nor violates any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

Confidentiality

Affiliate and Actingland shall maintain in confidence the terms of this Agreement. The Parties may disclose to one another certain information ("Information"), as defined herein; which is considered by the disclosing party to be proprietary or confidential information. "Information" is defined as written, graphic or electromagnetic forms, models or samples, which the disclosing party desires to protect against unrestricted disclosure or use, including without limitation, business information, financial data and marketing data and which is designated as proprietary or confidential. All such information shall remain the sole property of the disclosing party, and its confidentiality shall be maintained and protected by the receiving party with the same degree of care as the receiving party uses for its own confidential and proprietary information and the receiving party shall not disclose such information to any third party.

Liability

NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGE MIGHT BE INCURRED.

Limitation of Liability

Actingland will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Program, even if Actingland has been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total Commission Fees paid or payable to you under this Agreement.

Indemnification

Both Parties agree to indemnify, defend and hold harmless the other Party and its parent, subsidiaries, affiliates, successors and assigns from any and all losses, liabilities, damages, actions, claims, expenses, and costs including, without limitation, reasonable attorneys' fees, which result or arise from the negligence or breach of this Agreement by the indemnifying Party.

Disclaimers

Actingland makes no express or implied warranties or representations with respect to the Affiliate Program or any services or merchandise sold through the Affiliate Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, Actingland makes no representation that the operation of our site will be uninterrupted or error free, and Actingland will not be liable for the consequences of any interruptions or errors.

Representations and Warranties

You hereby represent and warrant to us as follows:

- a. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b. The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation if applicable, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- c. You are the sole and exclusive owner of your Marks and have the right and power to grant to us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- d. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby.
- e. There is no pending or, to the best of your knowledge, threatened claim, action, or proceeding against you, or any Affiliate of yours, with respect to the execution, delivery or consummation of this Agreement, or with respect to your trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.

Independent Parties

Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

Binding Effect

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Modification

Actingland may modify any of the terms and conditions contained in this Agreement, at any time in our sole discretion. You will be notified by email and a change notice will be posted on our site. Modifications may include, but are not limited to, changes in the scope of available Commission Fees, payment procedures, Term and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

Severability

If any provision of this Agreement shall be declared by any court of competent jurisdiction to be

illegal, void, or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Dispute Resolution

Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, or regarding a breach thereof, shall be referred to, and settled by, arbitration under and in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect, which Rules are deemed to be incorporated by reference into this clause.

- a. The place of arbitration shall be Los Angeles, California USA or its environs.
- b. The tribunal shall consist of one arbitrator, which the two parties shall appoint.
- c. The award shall be in writing and state the reasons upon which it is based. It may be made public only with the consent of the parties. Any monetary award shall be in US Dollars.
- d. The award shall be final and binding on the parties, who undertake to carry it out without delay and without recourse to any judicial proceedings in any jurisdiction whatsoever seeking annulment, setting aside, modification or any diminution or impairment of its terms and effect. Judgment upon an arbitral award rendered by the arbitrators may be entered in any court having jurisdiction.
- e. The Arbitrator shall neither have nor exercise any power or to award special indirect, or consequential or punitive damages. The Arbitrator may award compound interest at reasonable commercial rates. The Arbitrator may also award interim relief and grant specific performance.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and wholly performed therein, and any action based on or alleging a breach hereof must be brought in the state or federal courts of Los Angeles County.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT Actingland MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE NETWORK AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

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Print Message | Close

From : "service@paypal.com" <service@paypal.com>
To : Jason Wallace <talkativejd@netzero.net>
Subject : Receipt for Your Payment to CS Enterprises
Date : Thu, Mar 08, 2007 01:52 PM



Dear Jason Wallace,

This email confirms that you have paid CS Enterprises
(chucksmall2001@gmail.com) \$69.99 USD using PayPal.

Payment Details

Transaction ID: 5ND520100K151071G
Item Price: \$69.99 USD
Total: \$69.99 USD
Order 1000000 Hits
Description:
Item/Product CP1M
Number:
Buyer: Jason Wallace

Business Information

Business: CS Enterprises
Contact E-Mail: chucksmall2001@gmail.com

If you have questions about the shipping and tracking of your purchased item or service, please contact CS Enterprises at chucksmall2001@gmail.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not

Exhibit C

receive a response. For assistance, log in to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences here.

PayPal Email ID PP120

20millionhits.com

20MillionHits.com: HOW IT WORKS : TERMS : CONTACT : ADVERTISE HERE

- Welcome, '2bwise'
- FREE Member
- Main page
- My account
- My website
- My affiliates
- My cash
- Promotion Tools
- UPGRADE TO PRO
- Logout

Welcome

We no more accept payments by Stormpay. We advice you to open an Alertpay account : <http://www.alertpay.com/?34210> . Nous supprimons les paiements par Stormpay. Un conseil : ouvrez un compte chez Alertpay : <http://www.alertpay.com/?34210>

Account summary:

Your site is:
<http://www.imoviononup.mysite.com>

Your available cash: **\$0.0**

Your affiliate link is:

- promote in english

<http://www.20millionhits.com/servlet/index20?member=2bwise>

- promote in french

<http://www.20millionhits.com/servlet/index20?member=2bwise&v=F>

- promote in italian

<http://www.20millionhits.com/servlet/index20?member=2bwise&v=I>

Total affiliates: **0**

UPGRADE TO PRO !

**For details see the corresponding pages.*

Exhibit D


JASON WALLACE
 161 TRESWELL RD
 HAMBURG, AR 71646

1321
81-181/829

DATE _____

DAY TO THE ORDER OF SAMPLE \$ _____

FARMERS BANK
 P O Box 350
 Hamburg, Arkansas 71646

OLLARS  Security Features Details on Back.

FOR _____

⑆082901813⑆1321 ⑆0042⑆829⑆9⑆

Exhibit E