

Jun 9 2005

CLARENCE MADDOX  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - MIAMIUNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDASTELOR PRODUCTIONS, L.L.C., a  
Delaware corporation, f/k/a STELOR  
PRODUCTIONS, INC.,CASE NO. 05-80393-CIV-HURLEY  
Magistrate Hopkins

Plaintiff,

v.

STEVEN A. SILVERS, a Florida resident,

Defendant.

**SILVERS' RESPONSE TO PLAINTIFF'S THIRD REQUEST  
FOR EMERGENCY TEMPORARY RESTRAINING ORDER**

Defendant, Steven A. Silvers (“Silvers”) opposes this third request by Stelor Productions, LLC’s (“Stelor”) for a Temporary Restraining Order. This “emergency” relief has already been denied once by the Court and again by the Magistrate. On May 10, 2005, the Court entered an Order denying Stelor’s initial request for emergency relief and referred the TRO request to the Magistrate. *See* Exhibit A, Order Referring Motion For Temporary Restraining Order To Magistrate Judge. Although the Magistrate’s Report and Recommendation recommends some limited preliminary injunctive relief, the Magistrate declined to enter the TRO and acknowledged Silvers statutory right to ten (10) days to file his objection. There is simply no rational reason to reverse this Court’s May 10 Order and no rule, statute or case law that would deprive Silvers of his right to have ten (10) days to prepare and file his objection, or deny this Court the opportunity to conduct a full *de novo* review of the Magistrate’s Report and Recommendation. And, furthermore there is no true factual need for this emergency relief.

Stelor misleads the Court with its request to force Silvers to hand over control of his domain name to them which is tantamount to giving them ownership. Stelor is a mere licensee with no ownership rights to Silvers’ property, including the googles.com domain name. Stelor has never

throughout the three years it has been Silvers' licensee had control of Silvers' googles.com domain name. That domain name was registered by Silvers in 1997 and has always been owned and controlled by Silvers, and in fact is not even part of the intellectual property that Silvers licensed to Stelor under the 2002 License Agreement.<sup>1</sup> Silvers has merely pointed his domain name to the "Googles" Web site Stelor was developing under the License Agreement and allowed Stelor to use the domain name in connection with promoting the Web site until he terminated the license. Granting Stelor control of the googles.com domain name would be the same as granting an disgruntled terminated Burger King franchisee ownership rights in the Burger King trademark while it litigates whether the termination was proper. If this relief is granted, Stelor will literally own the domain name and can do whatever it wants with it, including re-registering it with an foreign registrar or selling it.

Furthermore, Stelor misleads the Court with its claim that it cannot function without the use of the googles.com domain name. That is simply rubbish. Stelor offers no facts or rationale about why it cannot "launch" the "Googles" Web site, or attend the Licensing Show without use of Silvers' domain name. In fact, this Web site is fully operational and in Stelor's control right now. While we believe it is foolish for Stelor to continue to use the licensed Googles property in the face of this dispute, there is nothing to actually stop Stelor from doing so. Silvers has not filed to enjoin Stelor and will let a jury decide if the license was properly terminated.

For purposes of considering this Motion, it is essential for the Court to understand that a domain name is not a Web site. A domain name is only a way for a user to access a Web site through the Internet. Each Web site on the Internet has a unique numeric Web address, much like a house has a street address. The Web site obtains its numeric address through the Web servicing company that hosts the Web site. To view and interact with a Web site, a user on the Internet needs to type in that

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<sup>1</sup> The License Agreement lists only the Web site as part of the Licensed Properties. No domain names were ever licensed to Stelor. See Exhibit B.

numeric address. Because a numeric Web site address can be long and difficult to use, the alpha-based domain name system was created as an easier way for users to access a particular Web site. When someone registers a domain name - usually in an alpha form - they tell the registrar to “point” that domain name to a particular numeric Web site address. That way when a user types in that particular domain name they will be connected to the corresponding Web site automatically without having to type in the actual numeric Web site address. The number of domain names that can point to or short cut to a particular Web site is unlimited. In fact, the more the better.

For example, if a user types in the domain name Stelorproductions.com the Web site created and controlled by Stelor appears. That Web site has its own address that the Stelorproductions.com domain name is pointing to. Stelor controls and owns the Web site address assigned to its Web site. At any time, Stelor can register other domain names and have those point to its Web site address as well. And, Stelor can give that numeric address to other people if they desire to have their registered domain name point to Stelor’s Web site. But regardless of how many domain names point to Stelor’s Web site, or even if no domain name points to the Stelor Web site, the Web site is always still accessible through its numeric Web site address.

It is also important to understand that a domain name that points to a Web site has no bearing on the ability of the Web site operator to control the content of the Web site. The content is accessed by a password known only to the operator. In this case, Stelor controls the content and operation of its Web site. And much more important to this dispute, Stelor controls the content and access to the “Googles” Web site with a password known only to Stelor. That will not change until a jury determines that Silvers properly exercised his right to terminate the License Agreement.<sup>2</sup>

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<sup>2</sup> And even then, it is only that part of the Web site that contains “Googles” related properties that Stelor may not use. Stelor will retain ownership of the technology and all other substantive content that falls outside the scope of the License Agreement.

At this very moment anyone can access the “Googles” Web site by going to Stelor’s Web site. *See* Exhibit C, Supplemental Declaration of Keva Labossiere, Exhibits A-C. In fact, the “Googles” Web site seen there is the same Web site that the googles.com domain name pointed to prior to termination. Silvers has no physical ability to control or discontinue the “Googles” Web site. Stelor can point a multitude of other domain names to the “Googles” Web site address that are just as effective in getting the user to the “Googles” Web site as the googles.com domain name. Even if these other domain names are not ideal or as desirable as the googles.com domain name in promoting the Web site, the absence of Silvers’ domain name pointing to the site is no impediment to Stelor’s attendance at the Licensing Show, Stelor’s marketing “launch” or allowing users to access the “Googles” Web site while we litigate the termination issue. Stelor may attract users to the “Googles” Web site using any domain names it chooses, and can use that domain name to promote the Web site at the Licensing Show or others ways related to its “launch.”

What Stelor actually seeks is to deprive Silvers of his statutory right to object to the Magistrate’s Report and Recommendation, which he fully intends to do because the Magistrate made very grave errors in his legal and factual findings including adding to the License Agreement a new requirement that Silvers give Stelor a second notice of its breaches before terminating the License although Silvers complied fully with the 60-day notice provisions contained in the License Agreement. And, the puzzling finding that although Stelor has failed for over six months to give Silvers the audit he has the right to, failed to provide royalty statements, failed to account for product it has sold, and failed to provide Silvers samples of products it is offering for sale, Stelor has “complied with” the License Agreement! The Magistrate mistakenly yet effectively has rewritten the License Agreement so that Stelor has no obligations under the agreement with Silvers, and can ignore its obligations without consequence.

Moreover, the Magistrate failed to apply long-established case law that holds that a terminated licensee's only remedy for wrongful termination - the claim Stelor is making - is damages; it cannot seek injunctive relief for any harm. *See Dillard Homes v. Carroll*, 152 So.2d 738, 740 (3d DCA 1963); *Collins v. Pic-Town Water Works, Inc.*, 166 So.2d 760, 762 (2d DCA 1964) ("Thus the contract was terminated and was no longer enforceable by injunction or specific performance."); *Jacksonville Elec. Auth. v. Beemik Bldrs. & Const., Inc.*, 487 So.2d 372 (1<sup>st</sup> DCA 1986); *Airlines Reporting Corp. v. Incentive Int'l Travel, Inc.*, 566 So.2d 1377, 1379 (5<sup>th</sup> DCA 1990) (court vacated an injunction based on a terminated contract and remanded to determine whether the plaintiff's sole remedy - - money damages - - was available).

Furthermore, when we file our objection to the Magistrate's R&R, we intend to show the Court that the Magistrate mistakenly relied upon false testimony provided by Stelor. On the morning of the hearing Stelor filed the affidavit of Steven Esrig. The Magistrate relied heavily on the statements in that affidavit for its factual findings, and we had no opportunity to present evidence to challenge the credibility of this testimony. We intend to supplement the record with evidence that shows that much of what Esrig said is patently untrue, and that Silvers was entirely within his rights to terminate the License Agreement.

The Court should again deny Stelor's request for a TRO and preserve Silvers' statutory right to object to the Magistrate's Report and Recommendation.

Respectfully submitted,

Adam T. Rabin  
DIMOND, KAPLAN & ROTHSTEIN, P.A.  
Co-Counsel for Defendant  
200 SE First Street, Suite 708  
Miami, Florida 33131  
(305) 374-1920

s/ Gail A. McQuilkin  
Kenneth R. Hartmann, Fla. Bar No: 664286  
Gail M. McQuilkin, Fla. Bar No. 969338  
KOZYAK TROPIN & THROCKMORTON, P.A.  
Counsel for Defendant  
2525 Ponce de Leon, 9<sup>th</sup> Floor  
Miami, Florida 33134  
(305) 372-1800

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S. Mail this 9<sup>th</sup> day of June, 2005, to: Kevin C. Kaplan, Daniel F. Blonsky and David Zack of Burlington Weil Schwiep Kaplan & Blonsky, P.A., 2699 S. Bayshore Drive, Penthouse A, Miami, FL 33133.

**s/ Gail A. McQuilkin**

3339/101/254154.1

# Exhibit A

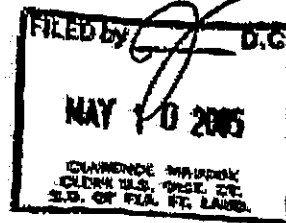
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 05-80393-CIV-HURLEY/HOPKINS

STELOR PRODUCTIONS, LLC,  
Plaintiff,

v.

STEVEN A. SILVERS,  
Defendant.



ORDER REFERRING MOTION FOR TEMPORARY RESTRAINING ORDER TO  
TO MAGISTRATE JUDGE FOR REPORT AND RECOMMENDATION

THIS CAUSE is before the court upon the plaintiff's "emergency" motion for temporary restraining order and/or preliminary injunction and other equitable relief filed May 4, 2005. Having reviewed the motion, the court does not find that it raises a true "emergency" requiring the court to reorder its calendar without delay. Accordingly, the plaintiff's request for relief on an "emergency" basis is DENIED.

In accordance with the Magistrate Act, 28 U.S.C. §§ 631-39, and Federal Rule of Civil Procedure 72, it is further ORDERED and ADJUDGED:

1. Plaintiff's motion for preliminary injunction and other equitable relief is REFERRED to United States Magistrate Judge James Hopkins for a report and recommendation. Magistrate Judge Hopkins is respectfully requested to hold a hearing in this matter at his earliest convenience.


PA  
7



2. The parties shall send a copy of all pleadings and papers directly to Magistrate Judge Hopkins in addition to filing them with the Clerk of Court.

3. The plaintiff is responsible for serving a copy of this order upon the defendant immediately upon its receipt.

DONE and SIGNED in Chambers at West Palm Beach, Florida, this 10<sup>th</sup> day of May, 2005.

  
Daniel T. K. Hurley  
United States District Judge

Copies furnished to:

United States Magistrate Judge James Hopkins

Kevin C. Kaplan, Esq.

# Exhibit B



"SCHEDULE A"

LICENSED INTELLECTUAL PROPERTY

The following Licensed Intellectual Property forms part of this Agreement: A License under any and all intellectual property rights and interests therein, including by way of explanation, products which deal with a creative character known as Googles, anything that contains the letters GOO (in upper or lower case), together with any and all products, which comprise and which will comprise those characters, likenesses, which include Iggle, Oogle, Oggle, Goordo, Goodian(s), the Planet Goo, slides, computer web site(s), membership lists, clubs, materials, patterns, prototypes, logos, trademarks, service marks, clothing, merchandise, educational products, marketing and promotional data and tools, packaging and advertising, modifications, updates and variations, and all other items associated therewith whether in singular or plural

LICENSED TRADEMARKS

The following Licensed Trademarks form part of this Agreement: (i) "The Googles" (word and design) Trademarks in International Class Code (016) of the U.S.P.T.O. and the co-existent Trademark Agreement with Ganz, Inc. of Canada in International Class Code (028) of the U.S.P.T.O., which is hereto attached and made a part of this "Schedule A" document. (ii) "Oogle", (iii) "Iggle", (iv) "Oggle", (v) "GooRoo", (vi) "Planet Goo", (vii) "GooMu", (viii) "GooToons", (ix) "GooStuff", (x) "GooKids", (xi) "GooStore" and (xii) any other trademarks, whether registered, pending or future or common law, used in connection with the Licensed Property, including, but not limited to, any trademark incorporating the phrase "Goo" currently in existence.

LICENSED PRODUCTS

The following Licensed Products form part of this Agreement: all products which comprise the likenesses, stories, ideas, concepts, or designs of the Licensed Property, including without limitation, stuffed toy figurines, videos, stickers, t-shirts or other clothing items, slides, movies, cartoons, books (comic and otherwise), posters, playing trading and collector cards, CDs, cassette tapes, DVDs, TV programs, motion pictures, all other forms of communication and publication, programs, computer Web site(s), membership lists and clubs, and any other products.

DERIVATIVES

A Derivative as defined in this agreement shall mean a product or service that is utilized by the LICENSEE and developed by a party other than the LICENSOR but is used in conjunction with licensed products, articles and/or services. It can be a product or service produced by the LICENSEE or a third party (inventor, sub licensor etc.) that in its use enhances the value of the Googles Universe but does not have a conflict with an already existing Googles product idea or concept as outlined in this agreement. It may not possess the "Googles" or "GOO" in its name and would therefore fall under the LICENSOR'S exclusive ownership as defined in the amended agreement but can be used in conjunction with the "Goo" Universe by the LICENSEE.

TERRITORY

The following countries shall constitute the Territory: Global/Worldwide rights.

TERM

This Agreement shall commence on the date executed below by both parties and shall be for a thirty (30) year term. This Agreement shall automatically renew for one additional ten (10) year term on the same terms and conditions provided for herein ("Renewal Term"). Upon expiration of the first Renewal Term of ten (10) years, this Agreement shall automatically renew for a second ten (10) year extended Term on the



# Exhibit C

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

STELOR PRODUCTIONS, L.L.C., a  
Delaware corporation, f/k/a STELOR  
PRODUCTIONS, INC.,

CASE NO. 05-80393-CIV-HURLEY  
Magistrate Hopkins

Plaintiff,

v.

STEVEN A. SILVERS, a Florida resident,

Defendant,

**NOTICE OF FILING SUPPLEMENTAL  
DECLARATION OF KEVA LABOSSIERE**

Defendant, Steven Silvers, hereby gives notice of filing the Supplemental Declaration of Keva Labossiere in support of his Memorandum in Opposition to Plaintiff's Motion for Preliminary Injunction dated May 19, 2005.

Respectfully submitted,

DIMOND, KAPLAN & ROTHSTEIN, P.A.  
Co-Counsel for Defendant  
200 S.E. First Street, Suite 708  
Miami, FL 33131  
Telephone: (305) 374-1920  
Adam T. Rabin, Esq.

KOZYAK TROPIN & THROCKMORTON, P.A.  
Counsel for Defendant  
2525 Ponce de Leon, 9<sup>th</sup> Floor  
Coral Gables, Florida 33134  
Telephone: (305) 372-1800

By: 

Kenneth R. Hartmann  
Florida Bar No: 664286  
Gail M. McQuilkin  
Florida Bar No. 969338

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was faxed and mailed this 25<sup>th</sup> day of May, 2005, to: Kevin C. Kaplan, Esq., Daniel F. Blonsky, Esq. and David Zack, Esq., Burlington, Weil, Schwiep, Kaplan & Blonsky, P.A., Counsel for Plaintiff, Office in the Grove, Penthouse A, 2699 South Bayshore Drive, Miami, FL 33133.

By:   
Kenneth R. Hartmann

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 05-80393-CIV-HURLEY/Hopkins

STELOR PRODUCTIONS, L.L.C.,  
a Delaware corporation,  
f/k/a STELOR PRODUCTIONS, INC.,

Plaintiff,

vs.

STEVEN A. SILVERS, a Florida resident,

Defendant.

SUPPLEMENTAL DECLARATION OF KEVA LABOSSIÈRE

My name is Keva Labossiere and I make this declaration based on my own personal knowledge. I am a legal assistant at the law firm of Kozyak Tropin and Throckmorton, P.A., with offices at 2525 Ponce de Leon, 9<sup>th</sup> Floor, Coral Gables, FL 33134.

Description of Research Conducted on Stelor Productions Website

1. On May 24 and 25, 2005, I visited the website for the Plaintiff, Stelor Productions, LLC ("Stelor"), at [www.stelorproductions.com](http://www.stelorproductions.com).

2. At the Stelor website, I was greeted by an introduction page, which I skipped, and was then directed to the Stelor home page which displays the following graphic icons, "See & Hear About Gootopia!" and "Meet the Googles from Goo." Attached hereto as **Exhibit "A"** is a copy of Stelor's homepage.

3. "See and Hear About Gootopia!" is an interactive tour which instructs potential users on how to use the website, [www.googles.com](http://www.googles.com). Attached hereto as **Exhibit "B"** is the "Goo Tour" introduction page. "Gootopia" is, as described by Stelor,

“a magical environment of imagination and adventure” and is proposed to be a “state-of-the-art-child-safe realm on the Internet.”

4. The “Meet the Googles from Goo” graphic icon allows users to click on a characters such as “GooBoo,” and read a brief description about the character. A copy of the “GooBoo” description page is attached hereto as **Exhibit “C”**.

5. On the “Stelor Properties Page,” attached hereto as **Exhibit “D”**, I was able to download the iTunes software and proceed to the iTunes Music Store where I was given the ability to purchase “One Goo World, The Googles from Goo.” The iTunes purchasing process is described in detail in my previous declaration dated May 20, 2005.

6. Also listed on the “Stelor Properties Page” is the sentence, “Gootopia is coming soon to: [www.googles.com](http://www.googles.com).” When you click on [www.googles.com](http://www.googles.com), a “GoDaddy – Coming Soon!” page with subheading “This Web Page is parked free, courtesy of GoDaddy.com!” Attached hereto as **“Exhibit “E”** is a copy of that page.

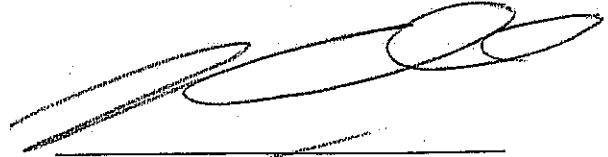
7. GoDaddy.com is the world's largest domain name registrar and is the flagship company of The Go Daddy Group, Inc. Attached hereto as **“Exhibit “F”** is copy of the “About GoDaddy.com” information page which is displayed on its website.

8. GoDaddy.com has put an “administrative lock” on the [Googles.com](http://Googles.com) domain name and corresponding website due to Stelor’s filing this action. See **Exhibit “G.”**



I **HEREBY DECLARE** under penalty of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true

Dated: May 25, 2005



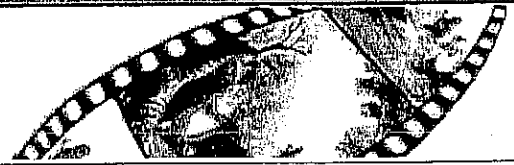
\_\_\_\_\_  
Keva Labossiere

3339.101/253396.1

# EXHIBIT "A"

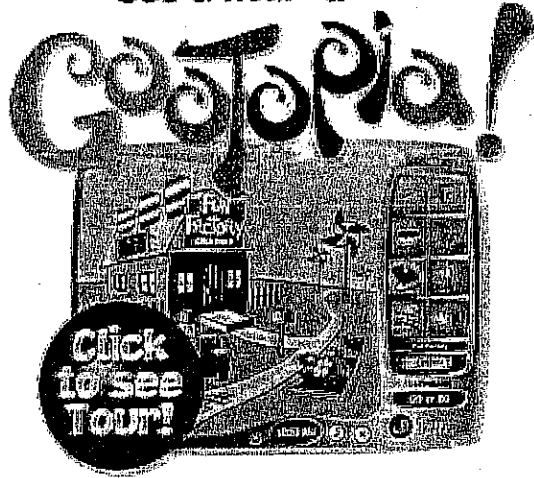
STELOR PRODUCTIONS

www.stelorproductions.com

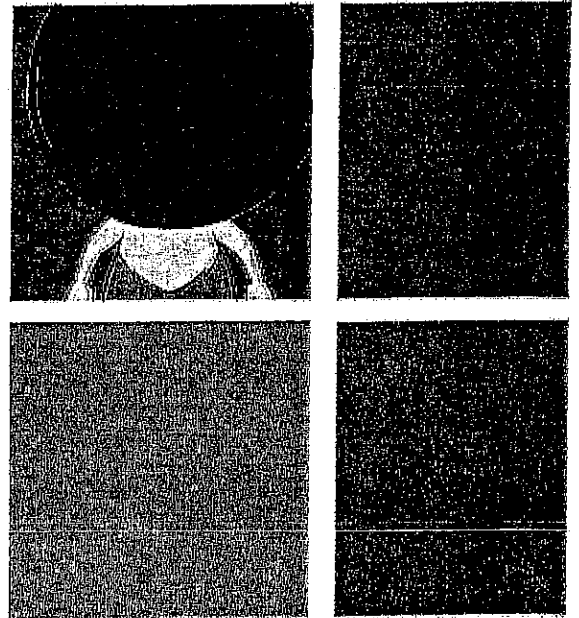


about us properties features stelor staff careers contact us

See & Hear About



Meet the Googles from Goo™ Click Here



home  
about us  
properties  
features  
stelor staff  
careers  
contact us

STELOR NEWS

- Find Law On-Line
- Washington Post
- 10e20
- The Business Gazette
- Washington Times
- MSNBC
- Internet News

Stelor Productions © 2005  
The Googles from Goo are a creation of Steven A. Silver

stelor productions.com 2005

privacy policy terms of use contact us

# **EXHIBIT "B"**



# Gootopia Tour



## Chapter Index

Welcome to the Gootopia Tour. Here you can find out what's what and learn how Gootopia works. The tour is broken up into chapters. Use the buttons below to play, pause, stop, and move forward and back between chapters. You can also use the index to go directly to a specific section in a chapter. Choose a section, or just hit the play button to start.



Chapter 1

Chapter 4

Chapter 6

Control Frame Items

Content Review

Geometric Computer

Basic Navigation

Hidden Items

Internet Links

Help Screens

Minimizing

Chapter 2

Navigating Subpages

Geoter Control

Content Description

Subpages

Chapter 5

Chapter 7

Colliders

Photo Submissions

Chapter 3

Collision Puzzles

Bulletin Boards

Quizzes

Goo Points

**EXHIBIT "C"**



www.stelorproductions.com

# STELOR PRODUCTIONS

about us properties features stelor staff careers contact

## See & Hear About

# Cootopia!

Click to see Tour!

## Meet the

# Googles from Goo™

### Gooboo

Gooboo is one of the "Googles from Goo" characters. He is a blue, round, googly-eyed character with a large nose and a friendly expression. He is wearing a small hat and has a cheerful demeanor.

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### STELOR NEWS

- Find Law On-Line
- Washington Post
- 10e20
- The Business Gazette
- Washington Times
- MSNBC
- Internet News

- home
- about us
- properties
- features
- stelor staff
- CAREERS
- contact us

Stelor Productions © 2005  
 The Googles from Goo are a creation of Steven A. Silve

**EXHIBIT “D”**





www.stelorproductions.com

# stelor PROPERTIES

about us properties features stelor staff careers contact us

## The Googles from Goo™

Our mission at Stelor is to instill trust. Therefore, all of our properties are nonviolent, nonpolitical, and pose no threat to any religious beliefs. It's a tall order, and requires us to create assets that are 'out of this world.' The Googles are just that: a group of pudgy, furry, four-eyed aliens from the planet Goo™. They have journeyed light-years in the GooShip to teach children valuable lessons about science and the environment, raise self-esteem, and lower anxiety. *The Googles from Goo™* property is targeted towards children 2-12 years old and includes music, a website utilizing education through entertainment, and animated video.

Gootopia is coming soon to: [www.googles.com](http://www.googles.com)



Hear and purchase the Googles *One GooWorld* at iTunes



home  
about us  
properties  
features  
stelor staff  
careers  
contact us

stelor productions.com 2005

privacy policy terms of use contact

**EXHIBIT "E"**



# Coming Soon!

www.google.com

## This Web page is parked free, courtesy of GoDaddy.com

Save on: [Domain names](#), [Web hosting](#), [email accounts](#), [secure SSL certificates](#), [ecommerce products](#) AND MORE!



**\$3.99**  
NO QTY LIMIT

Get a new domain name, transfer or renewal for only \$3.99\* with each and every new non-domain product you buy!

### Domain Names

.COMs just **\$8.95/yr**

Compare us: [Learn more...](#)

### Domain Transfers

From **\$7.95\*** Includes FREE 1-year extension

NEW! Rapid Transfer System!

ICANN ACCREDITED

Search for a domain name NOW!

www.  .com

.com .us .biz .info .net .org .ws .name .tv .cc .de .jp .be .at .uk .nz .cn .tw

\*Plus ICANN fee of 25 cents per domain name year.

Get more FREE with each and every domain name! [Learn more...](#)

## Turbo-Charge Web Hosting

REPAIR/REBUILD PLANS

Plans from **\$3.95/mo**

- FREE Setup and Email
- FREE 24/7 Live Support
- New! Virtual-Dedicated Dedicated Servers!

Learn more about: [Private domain registrations](#), [domain backordering PLUS](#), [buy used domain names](#), [bulk domain prices slashed](#) AND MORE!

### Click 'n build your own site online, in just minutes

Includes Hosting & Email FREE!



Complete creative packages from **\$2.49/month!**

Choose the plan that's right for you!

## Big Small BUSINESS



### GoDaddy.com has everything you need to succeed on the Web

I'm interested in: [Selling products online](#), [securing my site](#), [hosting](#), [reseller programs](#)

## THE DOMAIN N. AFTERMARKET

The smart choice for buying and reselling

- Discover the Web's premier domain auction site
- Lowest commissions, largest audience
  - Powerful search tools
  - 24/7 expert assistance
  - Plus, join now for just \$4.95/yr! [Learn more here](#)
- See Today's Featured Listings



## Radio Go Daddy is on the air!

Live every Wednesday at 7 pm (PST)/10 pm (EST).




Listen online, or tune in on Sirius and XM satellite radio, and select AM stations. Miss the live broadcast? [Download the show.](#)

- Visit [RadioGoDaddy.com](#) to: [Listen to the Previous Show](#), [Strange Domains](#), and [More!](#)
- Visit [GoDaddy.com](#) for: [New product releases](#), [24/7 Technical Support](#), [24/7 Domain Support](#), [career opportunities](#), OR view full product catalog

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**EXHIBIT "F"**





Make a .com name with us!™

BobParsons.com  
US Marine cleared! Flight attendants raise money baring it all on calendar in online store. Response to famous hacker gone straight.



#1 in domain name registration! **Make the s**

My Account  Support  My Cart  Check Out

[Domain Names](#)

[Hosting & Servers](#)

[Web Site Builders](#)

[Email Accounts](#)

[SSL Certificates](#)

[Ecommerce Pro](#)

[My Account / Logout](#)

[Company Info](#)

[Why our prices are so low](#)

[10-Point Value Plan](#)

[What's New!](#)

[FAQ](#)

[Link To Us](#)

[ICANN AC](#)

- Company Information**
- ▶ About Us
  - ▶ Bob Parsons' Blog
  - ▶ President's Page
  - ▶ Radio Go Daddy
  - ▶ Partnership Opportunities
  - ▶ Testimonials
  - ▶ Go Daddy in the News
  - ▶ 10-Point Value Plan
  - ▶ Privacy Policy
  - ▶ Secure Ordering
  - ▶ Anti-Spam Policy
  - ▶ Jobs & Benefits
  - ▶ Why Our Prices Are So Low
  - ▶ Link your Site to GoDaddy.com
- View our Catalog

## About GoDaddy.com

GoDaddy.com is the world's largest domain name registrar and is the flagship company of The Go D Group, Inc.

The Go Daddy Group of companies also includes **Wild West Domains, Inc.**, a reseller of domains a domain-related products and services; **Domains by Proxy**, a private registration service; **Starfield Technologies**, a research and development affiliate; and **Blue Razor Domains**, a membership-bas registrar.

As an ICANN-accredited domain registrar, Go Daddy has more names under management than any registrar, offers products at prices up to 70% less than the competition and supports them all with w 24/7 live customer service.

We are the sole developer and proprietor of our technology, do not license any products from others, not outsource or offshore any of our operations. This enables us to provide better support and ensur advanced and competitively-priced products and services available today.

Founded by **Bob Parsons** in 1997, The Go Daddy Group has grown to include more than 8 million dc under management. We offer a complete product line, including comprehensive hosting solutions, W creation tools, Secure SSL certificates, personalized email with spam and anti-phishing filtering, e-cc tools and more.

Go Daddy is widely recognized for its success, having been ranked #8 on the 2004 Inc. 500 list of th fastest-growing privately held companies; #35 on the 2004 Deloitte Technology Fast 500 (growing 8, percent!); and having won the CNET Editor's Choice award in 2001, the Name Intelligence Largest N Award in both 2002 and 2003 as well as the #1 Best Overall Registrar in 2003. Go Daddy also won th Corporate Excellence Award for fastest growing privately-held company in 2003 and Most Innovative Company in 2004.

Go Daddy has become the world's #1 choice for domains by providing innovative, competitively-price products, delivering the highest quality customer service, and by always appreciating and listening to customers!

Business Address	Telephone Numbers	Other Resources
14455 N. Hayden Rd. Suite 219 Scottsdale, AZ 85260	Domains: (480) 505-8899 Fax Number: (480) 505-8844 24/7 Support: (480) 505-8877 Billing: (480) 505-8855  Billing Call Center Hours: Mon-Fri 5:30AM-9:30PM Sat-Sun 7:30AM-9:30PM PST	<a href="http://www.supportwebsite">www.supportwebsite</a> <a href="#">Spam Abuse Report</a> <a href="#">Civil Subpoena Polic</a> <a href="mailto:press@godaddy.com">press@godaddy.com</a> <a href="#">Email a Support Rep</a>


24/7 Sales and Support: (480) 505-8877

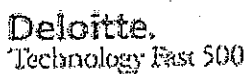
Billing Questions? Call (480) 505-8855


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**EXHIBIT "G"**

>  
> >From: "Domain Disputes" <domaindisputes@godaddy.com>  
> >To: "'Steven Silvers'" <gewrue@hotmail.com>  
> >Subject: RE: Inquiry  
> >Date: Thu, 12 May 2005 11:07:09 -0700

> >  
> >Mr. Silvers,

> >  
> >We are currently reviewing the legal documents that we have received. I  
> >locked a few domains yesterday while working on this issue and realized I  
> >could not complete the review at that time. I have been again working on  
> >this issue this morning.

> >  
> >The paperwork I have was filed on May 5 in the District Court for

> >Southern

> >District of Florida. In the Prayer for Relief it states: "(a) a  
> >preliminary  
> >and permanent injunction enjoining Defendant Steven A Silvers from taking  
> >any action in violation of or contrary to the terms of the Licensing  
> >Agreement or the Settlement Agreement and affirmatively requiring him to  
> >restore the domain names and website to Steller's control."

> >  
> >The normal process I would take is to restore the domains and lock them  
> >until a final court order is received. This is what I am in the process  
> >of

> >doing.

> >  
> >Please feel free to contact me with any questions.

> >  
> >Regards,

> >Pam Holland

> >Domain Services Manager

> >Go Daddy Software, Inc.

> >

**KENNETH R HARTMANN - googles.com, and others**

---

**From:** "Pam" <pholland@godaddy.com>  
**To:** <khartmann@kttlaw.com>, "Stephen H. Sturgeon"  
<shs@sturgeonassociates.com>  
**Date:** 5/12/2005 6:35 PM  
**Subject:** googles.com, and others

---

Gentlemen,

I have locked 78 domains that are listed below in reference to case No 05-80393, filed May 5, 2005, in the District Court for the Southern District of Florida. No changes have been made to these domains in reference to the administrative email address or the DNS. We will unlock the domains when we are in receipt of a court order to do so. Please fax this order or any other documents to 480.624.2542.

Please make sure your clients understand that I will be in correspondence with you as needed or requested, and our Customer Support Team can not assist them in this matter. This matter must process through our department.

Unfortunately, I will be out of the office this afternoon, but feel free to contact me as needed. I will be back in the office approximately 8am PST Friday.

Regards,  
Pam Holland  
Domain Services Manger  
Go Daddy Software, Inc.

Domains Locked:

- GOOBEANIES.COM
- GOOBEANIES.NET
- GOOBOP.COM
- GOOGLEMAIL.NET
- GOOGLES.BIZ
- GOOGLES.COM
- GOOGLES.INFO
- GOOGLES.NAME
- GOOGLES.NET
- GOOGLES.US
- GOOGLES.WS
- GOOGLESADVENTURE.COM
- GOOGLESADVENTURES.COM
- GOOGLESFROMGOO.COM
- GOOGLESFROMGOO.INFO
- GOOGLESFROMGOO.NET
- GOOGLESMAIL.COM
- GOOGLESMAIL.NET
- GOOGLESMANIA.COM



GOOGLESMUSIC.COM,  
GOOHOP.COM  
GOOKID.COM  
GOOKIDS.COM  
GOOKIDS.NET  
GOOKIDSMAIL.COM  
GOOKIDSMAIL.NET  
GOOKIDSRGOORIFFIC.COM  
GOOKIDZ.COM  
GOOKIDZ.NET  
GOOKIDZMAIL.COM  
GOOKIDZMAIL.NET  
GOOMAIL.NET  
GOOMANIA.COM  
GOOMUSIC.COM  
GOOPETS.COM  
GOOPETZ.COM  
GOORIFFICENTERTAINMENT.COM  
GOORIFFICENTERTAINMENT.NET  
GOOSHIP.COM  
GOOSHOES.COM  
GOOSTUFF.COM  
GOTOPIA.COM  
GOTOPIA.BIZ  
GOTOPIA.INFO  
GOTOYS.COM  
GOTOYS.NET  
GOOTUNES.COM  
GOOWARE.COM  
GOOWEAR.COM  
OOGLESADVENTURE.COM  
OOGLESFROMGOO.COM  
OOGLESFROMGOO.NET  
OOGOOS.COM  
OOGOOS.NET  
PLANETGOO.NET  
PLANETOFGOO.COM  
PLANETOFGOO.NET  
THEGOOCREW.COM  
THEGOOGLES.COM  
THEGOOGLESADVENTURE.COM  
THEGOOGLESADVENTURES.COM  
THEGOOGLESFROMGOO.COM  
THEGOOGLESFROMGOO.INFO  
THEGOOGLESFROMGOO.NET

THEGOOGLESMAIL.COM  
THEGOOGLESMAIL.NET  
THEGOOKIDSMAIL.COM  
THEGOOKIDSMAIL.NET  
THEGOOKIDZMAIL.COM  
THEGOOKIDZMAIL.NET  
THEOOGLES.COM  
THEOOGLES.NET  
THEOOGLESFROMGOO.COM  
THEOOGLESFROMGOO.NET  
THEOOGOOS.COM  
THEOOGOOS.NET  
THEPLANETOFGOO.COM  
THEPLANETOFGOO.NET