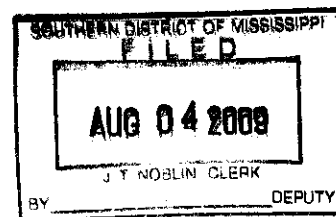


IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
HATTIESBURG DIVISION



JOHNNY ISHMEL HENRY  
PLAINTIFF

VS. CIVIL ACTION NO: 2:09CV99-KS-MTP

GOOGLE, INC, AND  
AOL  
DEFENDANTS

PLAINTIFF RESPONSE TO MOTION TO DISMISS FROM BOTH  
DEFENDANTS

COMES NOW, Johnny I Henry, and files this his response to the Defendants  
Motion to Dismiss and states the following;

Planitff did not file this Law suit to intimidate AOL, or GOOLGE. He certainly did  
not file it to loose his contract with Karlotta Pruitt and Tanya Dorsey Exhibit 1.

Mr. Henry was at the time of this Lawsuit under distress from what has to be  
Viewed as nothing but outright racism. To Mr. Henry this was not just some  
comments about his invention, these were words and pictures that degraded an  
entire race of people.

Mr. Henry sued AOL and Google in an attempt to get to the individuals that  
was posting this garbage on the web. To his surprise, AOL and Google removed  
all 1.5 Million hits about his invention causing Mr. Henry to loose his contract  
With Karlotta Pruitt and Tanya Dorsey. As outlined in the letter from Ms. Pruitt,  
"Now those articles are gone and the only thing that comes up under your name  
is a law suit against Google.....Henry vs. Google and AOL. What Mr.  
Henry

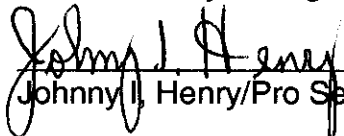
find hard to believe is that Google and Aol would remove the over 1.5 million hits on his invention after this lawsuit was filed.

Mr. Henry was acting on emotions. What were AOL and Google both acting on?

Servers have been sued by citizens on many occasions because of third party postings only to find that these servers are protected under the Communications Decency Act. Mr. Henry has lost the opportunity to market his product because he felt that AOL and Google should prevent this type of behavior. Mr. Henry is not and will never be the only citizens that will sue to stop this type of behavior.

IN CONCLUSION, Mr. Henry respectfully requests this Honorable Court enter an order dismissing plaintiff's complaint against the defendants in its entirety without prejudice and ask that AOL and Google understand how hurt Mr. Henry is about this degrading content. Mr. Henry request that AOL and Google reinstate his 1.5 Million hits about his invention and give him the opportunity to move his product. If AOL and Google know that they cannot stop this type of behavior, they should not intentional harm a person who is attempting to stop this type of behavior. Mr. Henry request that AOL and Google allow the product to be re-instated on the web. "Why hurt Mr. Henry even more." Mr. Henry hopes that AOL and Google will post this to the paperwork that has already been placed on the web under his name. United States Citizens should know just how emotional "Racism" really is.

RESPECTFULLY SUBMITTED, this 4<sup>TH</sup> day of August, 2009

  
Johnny L. Henry/Pro Se

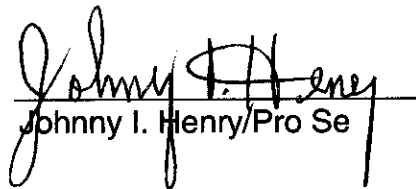
CERTIFICATE OF SERVICE

I, Johnny I. Henry, certify that I have filed the foregoing with the Clerk of the Court and have sent notification of such filing to

the following:

Ronald M. Solver  
Forman Perry Watkins Krutz & Tardy LLP  
P. O. Box 22608  
Jackson, MS 39225-2608

David Patron  
Phelps Dunbar LLP  
365 Canal Street-Suit 2000  
New Orleans, LA 70130-6534

  
Johnny I. Henry/Pro Se

Karlotta Pruitt  
622 S. Magnolia Street  
Laurel, MS 39440

June 5, 2009

Johnny I. Henry  
P.O. Box 328  
Soso, MS 39480

Dear Mr. Henry:

Mr. Henry when you first brought the paper to me regarding the derogatory statements, I stated to you to forget about it, that those are only words on a blog, from someone with a screen name that you can not trace.

You decided on your own without consulting me, to pursue a law suit against the largest source of world information provider. In any business relationship, anything major or minor should be discussed before making any moves. I have always kept you abreast as to what was going on with the project and before moving forward with any new developments, I informed you and requested your approval. I would have expected the same from you, and not hear about a law suit from our partner in Chicago.

Google is a search engine of information. They had you listed with several articles. Jay Leno. Laurel Leader Call and others..Google showed 1.5 million hits on your name when search for " Johnny Henry" and the "vibrating toilet". So regardless of what a blog listed these are facts that there was an interest for you and the vibrating toilet by 1.5 million people world wide. Now those articles are gone and the only thing that comes up under your name is a law suit against Google...Henry vs Google and AOL.

Mr. Henry we were going to use Google to promote your product. Mr. Henry you have literally cut off the hand that feed you. I am very disappointed in the current actions you have taken. The trust factor has been broken.

After speaking with the other partners today, it was decided that we can no longer work with you on the "Vibra toilet seat w/ optional I-Pod", due to the recent development of the law suit Henry vs. Google and AOL. You may call me to arrange to pick up your toilet.

Sincerely,

  
Karlotta Pruitt

Cc: Tanya Dorsey

Exhibit

Terms of Agreement

The terms of this agreement shall commence on the date that Karlotta Pruitt and Tanya Dorsey receives signed agreement and will continue when revenues are paid.

In consideration for all of the above services provided by Karlotta Pruitt and Tanya Dorsey to the inventor agrees to compensate Karlotta Pruitt and Tanya Dorsey by selection of one of the options below:

JAH Option 1 Karlotta Pruitt and Tanya Dorsey will be responsible for all up-front cost and upon completion of product for sale Mr. Henry will receive 70% seventy-percent of Revenue and Karlotta Pruitt will receive 15% fifteen percent of revenue, Tanya Dorsey will receive 15 % fifteen percent of revenue. Mr. Henry will be responsible for all expenses after and associated with the sale of the VIBRA-Massage Toilet Seat w/ Optional I-POD.

Option 2 Karlotta Pruitt and Tanya Dorsey will be responsible for all up-front cost and upon completion of product for sale, Mr. Henry will receive 50% of Revenue and Karlotta Pruitt will receive 25% of revenue and Tanya Dorsey will receive 25% of revenue. Mr. Henry will be responsible for 50% (fifty percent) of the expenses incurred after and associated with the sale of the Vibra-Massage Toilet Seat w/ Optional I-POD. Karlotta Pruitt will be responsible for 25% (twenty-five percent) of the expenses incurred after and associated with the sale of the Vibra-Massage Toilet Seat w/Optional I-POD. Tanya Dorsey will be responsible for 25% (twenty-five percent) of the expenses incurred after and associated with the sale of the Vibra-Massage Toilet Seat w/ Optional I-POD.

Johnny I. Henry . 03/13/09  
Johnny I. Henry - Inventor Date


Karlotta Pruitt . 3/13/09  
Karlotta Pruitt - Investor Date

Tanya Dorsey . 3/29/09  
Tanya Dorsey - Investor Date

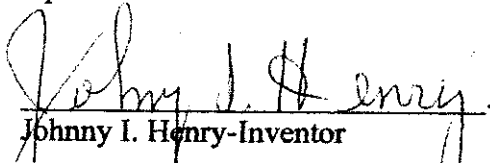
ADDENUM TO CONTRACT

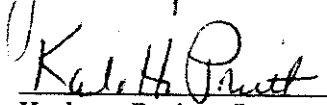
This addendum shall include option 3 and shall replace the selection of option 1 by Johnny I. Henry ( inventor) . The addendum shall commence on the date that Johnny Henry, Karlotta Pruitt and Tanya Dorsey receives and sign agreement and will continue when revenues are paid. Other items remain the same as listed in the contract.

In consideration for all of the services provided by Karlotta Pruitt and Tanya Dorsey to the inventor Johnny Henry agrees to compensate Karlotta Pruitt and Tanya Dorsey by selection of option 3 which states:

 Option 3 Karlotta Pruitt and Tanya Dorsey will be responsible for all up-front cost. Upon completion of product the expenses of the redesign of Vibra-Massage Toilet Seat w/ Optional I-Pod to include but not limited to design, marketing, packaging and production will be deducted from the net sale of product.

Upon sale of Vibra-Massage Toilet Seat w/Optional I-Pod, Johnny Henry will receive 50% (fifty percent) of revenue, Karlotta Pruitt will receive 25% (twenty-five percent ) of revenue and Tanya Dorsey will receive 25% (twenty five percent) of revenue. Johnny Henry will be responsible for 50% (fifty-percent) of expenses, Karlotta Pruitt will be responsible for 25% of expenses and Tanya Dorsey will be responsible for 25% of expenses incurred after and associated with the sale of the Vibra-Massage Toilet Seat w/ Optional I-Pod.

 \_\_\_\_\_ 05/20/09  
Johnny I. Henry-Inventor Date

 \_\_\_\_\_ 5/20/09  
Karlotta Pruitt - Investor Date

\_\_\_\_\_  
Tanya Dorsey - Investor Date