

# EXHIBIT C

**SUPPLEMENTAL AFFIDAVIT OF MICHAEL RICHARD ALLEC REGARDING OWNERSHIP AND CONTROL OF <THERX.COM> AND <THERXFORUM.COM>**

I, Michael Richard Allec, the undersigned, being over 18 years of age and of sound mind, and having personal knowledge of the matters set forth below, state as follows:

1. All of the statements in my first affidavit supplied to Righthaven in this matter, dated May 21, 2011 (the "First Affidavit"), made in an attempt to clarify that I was named in error in *Righthaven LLC v. Rick Allec et al.*, Case No. 2:11-cv-00532 (the, "Lawsuit") are incorporated by reference into this affidavit.

2. As discussed in Paragraphs 13 and 14 in the First Affidavit, I do not have any control over the <therx.com> and <therxforum.com> domains, and have not since the expiration of my contract in June 2007.

3. On June 10, 2011, my attorney J. Malcolm DeVoy informed me that since Righthaven LLC filed its lawsuit against me, both the <therx.com> and <therxforum.com> domain names had been transferred.

4. I was previously unaware of these domain name transfers.

5. As described in Paragraphs 13 and 15 of the First Affidavit, I surrendered all control of the <therx.com> and <therxforum.com> domains at the end of my one-year contract with TheRX.com/TheRXForum.com, previously supplied to Righthaven, which terminated on June 1, 2007.

6. I did not order, request, instruct or otherwise effect the transfer of these domain names after Righthaven filed its Lawsuit against me.

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7. As I had no legal or other rights in the <therx.com> or <therxforum.com> domains after June 1, 2007, I was neither authorized nor able to transfer these domain names.

8. To that end, a review of the <therx.com> and <therxforum.com> domain names' WHOIS information, accessed using <DomainTools.com>, revealed to me that the <therx.com> and <therxforum.com> domain names are now registered in the name of an individual other than myself.

9. I am aware that my name was on the WHOIS information for <therx.com> and <therxforum.com> on account of my contractual relationship with the sites from June 1, 2006 to June 1, 2007. As noted in the First Affidavit at Paragraphs 11-14, I had no ownership or other interest in the domain names at the time of my contract's end, and turned over all login information to the owners of TheRX.com/TheRXForum.com.

10. I was not responsible for these domain names, nor did I have any financial or ownership interest in them, despite my name remaining on the WHOIS information registry as the registrant for <therx.com> and <therxforum.com> long after my contractual relationship with TheRX.com/TheRXForum.com ended, because the actual owners of the domain names did not update the WHOIS information for the domains' registrant of record.

11. I did not order, request, instruct or otherwise effect the change of WHOIS registrant information reflected in the latest registration of the <therx.com> and <therxforum.com> domain names, as I have no financial, ownership or other legal interest in the domain names or content associated with them.

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12. To the extent I made postings on the forums found on <therx.com> and <therxforum.com> identifying myself as the "General Manager" or "GM" of "theRX," this title had no legal significance, and is consistent with my averments in the First Affidavit.

13. From June 1, 2006 to June 1, 2007, I had a contractual relationship with TheRX.com/TheRXForum.com. From about the beginning of this contract through June 15, 2008, both others and myself described myself as the General Manager of the forums found on these sites.

14. This title did not bear, nor did I believe it to have, any legal or other significance, as I received no compensation for the position and had no rights, ownership or control of the <therx.com> and <therxforum.com> sites, or their content, as a consequence of this designation.

15. My title of General Manager did not create any relationship with TheRX.com/TheRXForum.com, and there were no terms or contract that would give rise to any relationship between myself and TheRX.com/TheRXForum.com. Consistent with Paragraph 16 of the First Affidavit, this was not a relationship, but simply a marketing and branding strategy implemented by TheRX.com/TheRXForum.com.

16. The reason for this title was to enhance the appearance of my association with the site in order to promote a sports odds service I was developing that was, at the time, known as RXOdds, and would have been a service related to TheRX.com/TheRXForum.com.

17. To the best of my knowledge, I enjoyed a good reputation on TheRX.com/TheRXForum.com's user forum, and thus the favorability of my association with the new service – most closely analogous to a spokesperson role – was a reason for being identified within the forums as a General Manager.

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18. At all times, I understood that I was not the owner or controller of neither <therx.com> nor <therxforum.com> as a contracted developer or as the ostensible General Manager, and identified as much in the forum post in which I announced the end of my General Manager “term” on the forums found on <therx.com> and <therxforum.com>, found at <http://www.therxforum.com/showthread.php?t=592121>, stating that “Wilhelm [the moniker of the forum’s head moderator, who controls all content on the forum and makes decisions about its deletion] and his team have been running this place for 3 years.”

19. At all times, the RXOdds was, and was intended to be, discrete and separate from TheRX.com/TheRXForum.com and the forum associated with those sites.

20. As of June 15, 2008, RXOdds was no longer known as RXOdds, but became Las Vegas Data Services, LLC, d/b/a SportsOptions (hereinafter, “SportsOptions”), a sports odds company that I own and manage to this day.

21. TheRX.com/TheRXForum.com, its associates, subsidiaries or managers, do not have any ownership or other ownership, financial, or legal interest in SportsOptions.

22. Similarly, SportsOptions does not have any ownership, financial or other legal interest in TheRX.com/TheRXForum.com, its subsidiaries, or other holdings of TheRX.com/TheRXForum.com.

23. To the extent RXOdds, now SportsOptions, had any relationship with TheRX.com/TheRXForum.com, and I had any business or other relationship with TheRX.com/TheRXForum.com, these relationships ended by July 1, 2008, with my contractual relationship with TheRX.com/TheRXForum.com ending with my contract on June 1, 2007.

24. During the time I allowed myself to be identified as the General Manager of TheRX.com/TheRXForum.com, I did not receive any compensation or other benefits, in addition to having no control over the business, its websites, domain names or content.

25. All of the infringements alleged by Righthaven in its Complaint concern content created throughout the second half of year 2010 – two years after all of my relationships ended with TheRX.com/TheRXForum.com.

26. At that time, I had no relationship whatsoever with TheRX.com/TheRXForum.com or RX Advertising Inc., LLC, the co-defendant with which I have never had any contractual or other legal relationship – financial, ownership or otherwise.

27. Before retaining counsel, but after being served with Righthaven's Complaint, I spoke with a representative of Righthaven concerning my case and inquired as to the identity of "Rick Allec."


28. I did not, and do not, dispute that I have had a prior relationship with TheRX.com/TheRXForum.com, upon which Righthaven has presumably named me in its Lawsuit. I asked Righthaven for clarification to ensure I was not sued in error.

29. To the extent I questioned the identity of the defendant Righthaven named in its Lawsuit, my intent was not to delay, deceive or confuse Righthaven with respect to its prosecution of this suit.

30. My lawful name, Michael Richard Allec, could be construed as Rick Allec – a nickname I do use within the sports options industry – but I am not commonly known by that name outside of the sports industry. Thus, I wanted to clarify that Rick Allec was not my full legal name, and determine whether Righthaven intended to sue me or someone else.

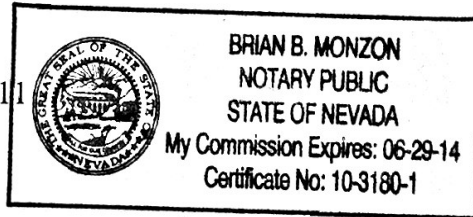
31. I merely wanted to determine whether I was sued in error, given the seriousness of the claims levied by Righthaven in its Complaint, and the damages – ranging in the millions of dollars – it seeks.

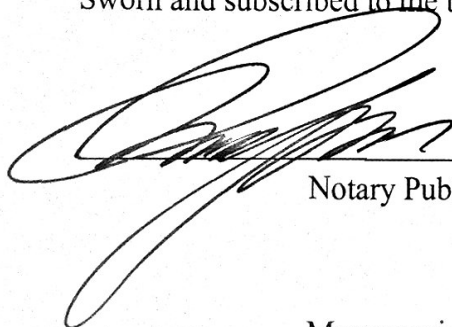
I declare under penalty of perjury that the foregoing is true and correct.

By:   
Michael Richard Allec  
Date: 6/15/11

State of Nevada      )  
                                  ) SS:  
County of Clark    )

Sworn and subscribed to me this 15<sup>th</sup> day of June, 2011



  
Notary Public

My commission expires 6-29-14