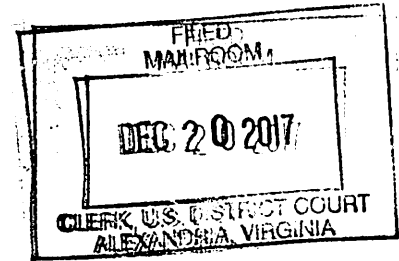


United States District Court
Eastern District of Virginia



Richard Clemons
Plaintiff

File no. 1:17-cv-00963
Hon.

V

Google LLC,
Defendant

Motion to Amend The
Original Claim for Relief
With Proposed time for
Submission 1-15-18.

Now comes plaintiff pursuant to rule 15(a)(1)(b) and states an amendment of the complaint is necessary in response to defendant's motion to *dismiss*.

The inception of the movement here by plaintiff is prefaced by a request that this court take **judicial notice** that plaintiff while gifted in some aspects of pleading, is nevertheless not a trained attorney and still unfinished in the business of law school. Be that the case, he pleads the court to hold him to less stringent standards than that of an attorney and allow the complaint to proceed as the facts clearly state a claim for relief prayed under an erroneous claim for relief *Haines v. Kerner, 404 U. S. 519 (1972)*.

- 1) The defendant's filed a motion to *dismiss* and correctly aver that they are immune from suit under title 2 of the SCA. They are wrong

however in the assertion that the complaint should be dismissed as a matter of law when the facts stated clearly warrant judicial intervention as a matter of *public policy*- albeit against an erroneous legal standard articulated by a non attorney litigant. Further, they incorrectly assert plaintiff signed away his *jurisdictional* rights to bring suit in this court pursuant to a form contract that is also void as a matter of *public policy*.

- 2) Based on the facts, Google knew of the hijacking of this account as they were informed *repeatedly by plaintiff and took no steps to make reasonable and even easy steps to correct the issue*¹. Google then aided the conversion of the literary work when it refused to offer reasonable identity theft/consumer protection procedures in accord with federal law *Rosetta Stone Ltd v Google Inc.*, 676 f3rd 144 (9th cir.2007)
- 3) Plaintiff's listed items do enjoy a *statutory* copyright under Nascent Publishing by owner Thom Byxbe. This was done by contract signed in 2013. Google may terminate the account at issue but it may not simply steal plaintiff's literary works and refuse to surrender them. It is out right theft and a serious deprivation of plaintiff's ownership rights as Google made false and deceptive advertisements/promises that plaintiff relied on to *his detriment* contrary to 17 usc 201(a)²
- 4) Defendant's manufacturing of the website was built in violation of 17 usc 1201(2)(a),(c) and is unlawful. Defendant is *restrained by statute* from objecting to interrogatories and or subpoenas to further this fact because plaintiff through his pleadings, has made a prima facie showing that the allegation is true.
- 5) Plaintiff objects that the complete contract represented by Brittany Araujo does not reflect the contract that plaintiff partially consented to but that there does exist severability.

¹ The defendant's did make clear in their contract with plaintiff that "what belongs to you stays yours" and that the *limited* license plaintiff granted Google for use purposes of his literary work established an enforceable interstate agreement in excess of 75,000.

² Indeed, defendant has not alleged in their contract or otherwise with plaintiff that their conversion of plaintiff's property is in compliance with 17 USC 201(d).

6) Plaintiff also would amend the complaint to add Clemons Writing Solutions Inc. as a party. Like the defendant, this entity was incorporated in the State of Delaware in 2010 but doing business in the State of Virginia at 211 N. Union, suite 100. Alexandria, Virginia.20001. Plaintiff did not agree to litigate his corporate holdings in the account in a forum selection agreement.³

Venue

7) Finally, it is against public policy that plaintiff be forced to sign away venue when the defendant's state that plaintiff agreed to do so based on a form contract. Defendant's have not showed that their convenience is satisfied in California. Personal Jurisdiction is achieved by this court because their place of business is *registered in the state of Virginia 1875 Explorer St., Reston, Va. 20190*. The defendant's accept legal correspondence at this address and has staff attorney's on call at this address. Conversely, plaintiff is poor, unfinished with school and unemployed. He cannot afford transportation to California to participate in one discovery-let alone stand against the huge economic resource against a giant like google. A transfer of venue would take plaintiff away from his local doctors who monitor his mental health on a weekly basis. Plaintiff objects to a change of venue and there was no meeting of the minds in the several clauses of the contract to suggest agreement with forum selection outside the mandatory *election venue clause* of 28 usc 1400, which controls here-not 28 USC 1404(a) cited by defendant.

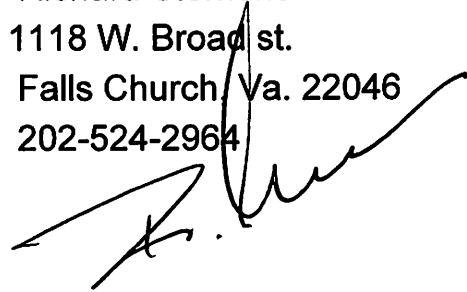
WHEREFORE based on the above, plaintiff prays the court *deny* defendant's motion to dismiss and allow plaintiff to submit a formal motion

³ Defendant's conduct will be shown in the amendment to be an unlawful restraint of plaintiff and CWS Inc. to register clear business plans proposals and complex insurance-based products for trademark protection.

The amendment will show that defendant's conduct obstructs plaintiff's and CWS's merchant's rights and is obstructing plaintiff's ability comply with federal laws requiring the listing and divulgement of corporate assets or the valuation thereof and that these violations obstructs the laws of both Virginia and the state of Delaware.

and brief substantiating a claim for relief for violations as listed specifically and by way of reference.

Respectfully Submitted,
Richard Clemons
1118 W. Broad st.
Falls Church, Va. 22046
202-524-2964

A handwritten signature in black ink, appearing to read 'R. Clemons', is written over the printed name and address information.

Proof of service

Plaintiff served a copy of the attachment on counsel at their listed place of business via first class U.S. mail on 12-17-17, postage prepaid.