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i.JUSTICE LAW, P.C.
PO Box 25817
Seattle, Washington 98165-1317
Phone/Fax 888-839-3299

THE HONORABLE FRED VAN
SICKLE

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT RICHLAND

JAMES S. GORDON, JR,
a married individual;

Plaintiff,

NO. CV-04-5125-FVS

v.

**IMPULSE MARKETING
GROUP, INC., a
Nevada/Georgia corporation;
JEFFREY GOLDSTEIN,
individually and as part of his
marital community; PHILLIP
HUSTON, individually and as
part of his marital community;
KENNETH ADAMSON,
individually and as part of his
marital community; JOHN
DOES, I-X,**

**AMENDED FIRST AMENDED
COMPLAINT FOR DAMAGES UNDER
THE CAN-SPAM ACT OF 2003 [15
U.S.C. §7701, et seq.]; WASHINGTON
CONSUMER PROTECTION ACT
(RCW 19.86); THE WASHINGTON
COMMERCIAL ELECTRONIC MAIL
ACT (RCW 19.190); RCW 19.170 et seq.,
and Injunctive Relief**

[JURY DEMANDED]

COMES NOW, Plaintiff James S. Gordon, Jr. and, pursuant to order of this
Court, files this Amended First Amended Complaint against defendants named
herein. Plaintiff alleges the following on information and belief:

1 **1. PARTIES**

2 1.1 Plaintiff James S. Gordon, Jr. (“Gordon”) is a married individual who
3 is and was a resident of Benton and/or Franklin County, Washington, and
4 who was doing business as an interactive computer service as
5 ‘gordonworks.com’, during the time of all acts complained of herein.
6

7
8 1.2 Defendant Impulse Marketing Group, Inc., (“Impulse”) upon
9 information and belief, is a Nevada corporation, with its principle place of
10 business located in Georgia.
11

12 1.3 Defendant Jeffrey Goldstein (“Goldstein”) is an officer, director,
13 and/or majority shareholder of Impulse, and as such controls its policies,
14 activities, and practices, including those alleged herein on behalf of Impulse.
15 All acts and practices undertaken by Goldstein on behalf of Impulse are and
16 were for the benefit of his marital community. Defendant resides in the State
17 of Georgia and transacts or has transacted business in the State of
18 Washington and in the Eastern District of Washington.
19

20
21 1.4 Defendant Phil Huston (“Huston”) is an officer, director, and/or
22 majority shareholder of Impulse, and as such controls its policies, activities,
23 and practices, including those alleged herein on behalf of Impulse. All acts
24 and practices undertaken by Huston on behalf of Impulse are and were for
25
26

1 the benefit of his marital community. Defendant resides in the State of
2 Georgia and transacts or has transacted business in the State of Washington
3 and in the Eastern District of Washington.
4

5 1.5 Defendant Kenneth Adamson (“Adamson”) is an officer, director,
6 and/or majority shareholder of Impulse, and as such controls its policies,
7 activities, and practices, including those alleged herein on behalf of Impulse.
8 All acts and practices undertaken by Huston on behalf of Impulse are and
9 were for the benefit of his marital community. Defendant resides in the State
10 of Georgia and transacts or has transacted business in the State of
11 Washington, and in the Eastern District of Washington.
12

13
14 1.6 The actions alleged herein to have been undertaken by the defendants
15 were undertaken by each defendant individually, were actions of which each
16 defendant had knowledge and that each defendant authorized, controlled,
17 directed, or had the ability to authorize, control or direct, and/or were actions
18 each defendant assisted and/or participated in, and are actions for which each
19 defendant is liable. Each defendant aided, abetted, assisted, and conspired
20 with the actions of each other defendant herein in that each defendant had
21 knowledge of those actions, provided assistance and benefited from those
22 actions, in whole or in part. Each of the defendants was the agent of each of
23
24
25
26

1 the other defendants, and in committing those acts herein alleged, was acting
2 within the course and scope of such agency and with the permission and
3 consent of other defendants.
4

5 **II. JURISDICTION**

6 2.1 This Court has original jurisdiction of the causes of action herein
7 which are brought under the CAN-SPAM Act of 2003 – 15 U.S.C. §7701, *et*
8 *seq.*, 15 U.S.C. §7707(g)(1).
9

10 2.2 The unlawful actions of the defendants were committed in the States of
11 Washington, Georgia, and in the judicial district of this Court.
12

13 2.3 The Defendants regularly transact business within the State of
14 Washington by virtue of the fact that they regularly send commercial bulk
15 emails into the State, which emails are received on computers and other
16 electronic devices owned and maintained by residents of the State in the
17 State. As a result of the Defendants' acts and transactions within the State of
18 Washington, this Court has personal jurisdiction over the Defendants under
19 RCW 4.28.185(1)(a).
20

21 2.4 The causes of action complained of herein include allegations that
22 commercial electronic messages sent by or on behalf of the Defendants to the
23 Plaintiff violates RCW 19.190 *et seq.*, the Washington Commercial
24
25
26

1 Electronic Mail Act (CEMA) and RCW 19.86 et seq. the Washington State
2 Consumer Protection Act (CPA).

3
4 2.5 This Court has diversity jurisdiction over the parties named herein as
5 plaintiffs and defendants are residents of different states, and the complaint
6 includes a prayer for relief in excess of \$75,000, exclusive of interest and
7 costs.
8

9 2.6 Jurisdiction to commence this action is conferred by 15 U.S.C. §7701,
10 *et seq.*, 15 U.S.C. §7707(g)(1); RCW 19.86.080, 19.86.090, 19.86.160, RCW
11 19.190.030 and RCW 4.12.020-.025.
12

13
14 **III. General Allegations**

15 3.1 Plaintiff realleges and incorporates as though fully set forth herein, all
16 prior paragraphs herein.
17

18 3.2 Plaintiff Gordon is the registrant of the internet domain
19 “gordonworks.com”.
20

21 3.3 Plaintiff Gordon is the registrant of the internet domain
22 ‘gordonworks.com’, and is an interactive computer service as that term is
23 defined in 15 U.S.C. §7703(11); 47 USC 231(e)(4); and RCW 19.190.010
24 (7), and is the owner of an internet domain server, which, among others,
25 hosts the ‘Gordonworks.com’ domain.
26

1 3.4 Plaintiff Gordon provides or enables computer access by multiple
2 users to a computer server that hosts the “gordonworks.com” domain name
3 and further provides electronic mail accounts to individuals utilizing their
4 personal domain names for electronic messaging, including individuals
5 residing within the Federal judicial district in which this case is brought.
6
7

8 3.5 Plaintiff Gordon is a user of the interactive computer service provided
9 by ‘gordonworks.com,’ and maintains electronic mail message accounts with
10 ‘gordonworks.com, including under the address jim@gordonworks.com as
11 well as the domain name “rcw19190020.com”.
12

13 3.6 At all times relevant to this action Plaintiff’s status as Washington
14 residents is and was public knowledge and was available to defendants upon
15 request from the Plaintiff, their domain registrar information, and other
16 readily accessible sources.
17

18 3.7 The Defendants have initiated the transmission of numerous
19 commercial email messages directed to and through Plaintiff’s interactive
20 computer service, and/or to and through Plaintiff’s domain
21 ‘gordonworks.com’, and/or further addressed to Plaintiff Gordon’s email
22 addresses, including but not limited to jim@gordonworks.com.
23
24

25 3.8 Despite numerous requests and demands to cease and desist,
26

1 Defendants continue to send unlawful spam to Plaintiff. Defendants have
2 continued to send commercial electronic email to Gordon up until June 1,
3 2007, and throughout the pendency of this litigation. (Copies of the
4 commercial electronic email sent by Defendants are submitted herewith as
5 **Exhibit “A”** in their original, electronic format as they were received by
6 Gordon.)
7

9 3.9 Beginning on or about February 15, 2004, Plaintiff configured the
10 email server hosting his ‘gordonworks.com’ domain to provide an automated
11 response a/k/a “Auto-responder” to provide a response to any and all
12 commercial electronic mail received by Plaintiff Gordon’s email server.
13 Copies of the automated response messages are attached hereto as **Exhibit**
14 **“B”**. By this means, Plaintiff has sent over one hundred direct email requests
15 to defendant and/or defendant’s agents to stop the transmission of all email to
16 Plaintiff.
17

18
19
20 3.10 Additionally, Plaintiff has sent or caused to be sent close to one million auto-
21 responder cease and desist messages to spammers during the period of
22 February 2004 to May 2006. Many of those messages bounced back from
23 spammers who supplied nonfunctional, and/or false return email addresses in
24 their emails or who had their services terminated/disabled.
25
26

1 3.11 Additionally, one of Defendants' own customer/advertisers, has sent
2 Defendants direct notice to cease and desist sending commercial electronic
3 email to Plaintiff.
4

5 3.12 Plaintiff has also filed regulatory complaints against Defendants.

6 3.13 On or about January 7, 2004 Commonwealth Marketing Group sent a letter
7 to Defendants requesting that they stop sending commercial electronic email
8 to Plaintiff Gordon.
9

10 3.14 On at least two separate occasions, Plaintiff Gordon used a mechanism
11 provided in the Defendant's commercial electronic email to "opt out" of
12 receiving further email. Using these mechanisms, Plaintiff "opted out" for at
13 least the following email addresses: emily@gordonworks.com,
14 faye@gordonworks.com, james@gordonworks.com,
15 jamila@gordonworks.com, jay@gordonworks.com,
16 jonathan@gordonworks.com
17
18
19

20 3.15 Defendants have sent, and continue to send numerous commercial emails to
21 Plaintiff which violate the law because they ignore these repeated requests
22 that Defendant not send commercial electronic email to Plaintiff.
23

24 3.16 Defendants have sent, and continue to send numerous commercial emails to
25 Plaintiff which violate the law because they use falsely registered domains
26

1 for the purpose of obscuring the origin or source of the emails.

2
3 3.17 **Exhibit “C”** is a series of examples of emails from Defendants, each
4 followed by a “who is” lookup showing entity named in the domain
5 registration for each domain used to send each email, each followed by the
6 relevant state records showing that the entity named in the domain
7 registration does not exist, and indicating a fraudulent registration.
8

9 3.18 For example, the first email shown in exhibit C was sent by Defendant as
10 shown in the “opt out” link directing “opt out” requests to “NewCreditEra c/o
11 Impulse Marketing Group.” The domain used for this email was
12 “uniontype.com.” This domain was registered to “FocalExpertSite.com” of
13 Los Angeles CA. As shown in the California business portal, no company
14 named “FocalExpertSite.com” existed.
15

16
17 3.19 As a further example, the second email shown in exhibit C was sent by
18 Defendant as shown in the “opt out” link directing “opt out” requests to
19 “NewCreditEra c/o Impulse Marketing Group.” The domain used for this
20 email was “fleetwoodresponse.com.” This domain was registered to
21 “Smartnet Interactive” of Santee, CA. As shown in the California business
22 portal, no company named “Smartnet Interactive” existed.
23

24
25 3.20 As a further example, the third email shown in exhibit C was sent by
26

1 Defendant as shown in the “opt out” link directing “opt out” requests to
2 “NewCreditEra c/o Impulse Marketing Group.” The domain used for this
3 email was “arrowtide.com.” This domain was registered to
4 “WorldTechnologiesLimited.com” of Los Angeles, CA. As shown in the
5 California business portal, no company named
6 “WorldTechnologiesLimited.com” existed.
7
8

9 3.21 The remaining examples shown in Exhibit C show the same pattern of
10 conduct, whereby emails were sent to the Plaintiff by Defendant as shown in
11 the “opt out” link of the emails. As shown in the “who is” look ups, and
12 accompanying corporate records, the domains used for these email were
13 registered to non-existent entities.
14
15

16 3.22 Defendants continue to spam Plaintiff today using emails following the
17 same pattern.
18

19 **IV. Causes of Action**

20 **4.1 First Cause of Action**

21 **Violations of the Can-Spam Act of 2003 [15 U.S.C. §7701 et seq.]**

22 Plaintiff realleges all preceding paragraphs and incorporates them herein as if set
23 forth in full:
24
25

26 4.1.1 Plaintiff has received thousands of commercial electronic mail

1 messages from or on behalf of defendants, sent to Plaintiff's electronic mail
2 server located in Benton and Franklin Counties, Washington, and/or to its
3 registered domains, including 'gordonworks.com' in violation of the CAN-
4 SPAM Act of 2003, 15 U.S.C. §7701 et seq.
5

6 4.1.2 Plaintiff Gordon further alleges that he received numerous items of
7 electronic mail from the defendants sent to the 'gordonworks.com'
8 domain, and to email addresses served thereby, that were responded to
9 with specific requests not to receive future commercial electronic mail
10 messages, which requests went unheeded for a substantial amount of time
11 during which defendants continued to send unlawful email to plaintiff in
12 violation of 15 U.S.C. §7704(a)(4).
13
14
15

16 4.1.3 Plaintiff further alleges that the defendants sent at least one (1) separate
17 item of electronic mail to the plaintiff to an address most likely harvested
18 from domain name registration and/or by other means of anonymous internet
19 information harvesting. Said conduct was in violation of 15 U.S.C.
20 §7704(b)(1)(A)(i), and (ii).
21
22

23 4.1.4 Plaintiff further alleges that defendants initiated the transmission of
24 commercial electronic mail to plaintiff at and through his 'gordonworks.com'
25 domain, and to individual email accounts at that domain and on its server,
26

1 which electronic mail included materially misleading subject lines and header
2 information, which constitutes a violation of 15 USC 7704(a)(1)&(2).
3

4 4.1.5 Plaintiff further alleges that defendants initiated the transmission of
5 commercial electronic mail to plaintiff at and through the ‘gordonworks.com’
6 domain and to individual email accounts served thereby, which electronic
7 mail failed to provide a functioning mechanism, clearly and conspicuously
8 displayed, that a recipient may use, in a manner specified in the message, to
9 request not to receive further messages from the sender, which constitutes
10 violations of 15 USC 7704(a)(3)(A), and 7704(a)(4)(A)(ii).
11

12
13 4.1.6 Plaintiff further alleges that defendants initiated the transmission of
14 commercial electronic mail to plaintiffs at and through the
15 ‘gordonworks.com’ domain to individual email accounts served thereby,
16 which electronic mail failed to provide clear and conspicuous notice that the
17 mail is an “advertisement”, which constitutes a violation of 15 USC
18 7704(a)(4)(A)(i).
19
20

21 4.1.7 As a proximate result of said unlawful conduct by said defendants,
22 Plaintiff is entitled to damages for the actual monetary loss incurred or
23 statutory damages in the amount of up to \$100.00 in the case of violation of
24 Section 5(a)(1) or up to \$25.00 in the case of each violation of the other
25
26

1 subsections of Section 5 in the form of statutory damages as set forth in 15
2 U.S.C. §7707(g)(1) and (3)(A).

3
4 4.1.9 Plaintiff furthermore seeks a preliminary and permanent injunction
5 against the defendants for their current and future violations of the CAN-
6 SPAM Act of 2003 as it and members of the general public will continue to
7 incur damages as a result of the unlawful conduct of said defendants. The
8 seeking of injunctive relief by the plaintiff is specifically authorized by 15
9 U.S.C. §7707(g)(1)(A).

10
11
12 4.1.6 Plaintiff furthermore seeks their attorney fees and costs against the
13 defendants pursuant to 15 U.S.C. §7707(g)(4).

14 15 **4.2 Second and Third Causes of Action**

16 17 **Violations of the Washington CEMA [RCW 19.190.020 et seq.]**

18 19 **and the Washington Consumer Protection Act [RCW 19.86 et seq.]**

20 Plaintiffs reallege all preceding paragraphs and incorporates them herein as if set
21 forth in full:

22 4.2.1 It is a violation of RCW 19.190.020(1)(a)(b) and 19.190.030(1)(a)(b)
23 to initiate the transmission, conspire with another to initiate the transmission,
24 or assist the transmission, of a commercial electronic mail message from a
25 computer located in Washington or to an electronic mail address that the
26

1 sender knows, or has reason to know, is held by a Washington resident that
2 uses a third party's internet domain name without permission of the third
3 party, or otherwise misrepresents or obscures any information in identifying
4 the point of origin or the transmission path of a commercial electronic mail
5 message, or contains false or misleading information in the subject line.
6

7
8 4.2.2 Defendants initiated the transmission, or assisted and/or conspired to
9 transmit numerous commercial electronic mail messages to Plaintiff's
10 domain and server, and to Plaintiff Gordon's individual email account which
11 defendants knew, or had reason to know were located in the state of
12 Washington, which emails misrepresented or obscured information
13 identifying the point of origin or the transmission path, and/or which
14 contained false or misleading information in the subject line, which
15 constitutes violations of RCW 19.190 et seq.
16
17

18
19 4.2.3 It is further a violation of RCW 19.190.080 to "solicit, request, or take
20 any action to induce a person to provide personally identifying information
21 by means of a web page, electronic mail message, or otherwise using the
22 internet by representing oneself, either directly or by implication, to be
23 another person, without the authority or approval of such other person."
24

25 Numerous emails sent by Defendants and received by Plaintiff violated this
26

1 provision of the CEMA.

2 4.2.4 Pursuant to RCW 19.190.020(1)(a)(b), each email sent in this Second
3 Cause of Action is a separate and distinct violation of RCW 19.190, and
4 pursuant to RCW 19.190.030(1)(a)(b), (2), and (3) constitutes a separate and
5 distinct violation of the Consumer Protection Act, RCW 19.86.
6

7
8 4.2.5 Further, defendants' acts herein alleged, constitute separate and
9 distinct violations of RCW 19.86 as they constitute unfair or deceptive acts
10 and practices, occurring in the regular course of defendants' conduct of
11 commerce and trade, and are unfair methods of competition, which acts have
12 been, or are likely to be perpetrated against other residents of the State.
13

14
15
16 Plaintiff has been damaged as a result of Defendants' statutory violations as
17 set forth herein, in an amount to be proven at trial.
18

19
20 **4.3 Fourth Cause of Action**
21 **RCW 19.170 et seq.**

22 Plaintiff realleges all preceding paragraphs and incorporates them herein as if
23 set forth in full:

24 4.3.1 RCW 19.170 et seq. makes it unlawful under Washington State law to
25
26 deceptively advertise or promote "free" prizes, gifts, awards, travel

1 coupons or certificate, free item, or any other item offered in a promotion
2 that is different and distinct from the goods, service, or property promoted
3 by a sponsor. The statute makes a violation of RCW 19.170 a per se
4 violation of the State Consumer Protection Act (RCW 19.86 et seq.)
5

6 4.3.2 Numerous email advertisements, i.e., “spam” which Defendants
7 transmitted to Plaintiff, as described herein, violated RCW 19.170 et seq.,
8 in the following ways: In violation of RCW 19.170.030:
9

- 10
- 11 (a) The offending emails contained offers, and promotions for
12 prizes, gifts, and awards which failed to identify the name and
13 address of the promoter and the sponsor of the promotion;
and/or,
 - 14 (b) failed to state the verifiable retail value of each prize offered in
15 it; and/or,
 - 16 (c) failed to disclose the verifiable retail value and odds for each
17 prize which must be stated in immediate proximity on the same
18 page with the first listing of each prize in type at least as large as
the typeface used in the standard text of the offer; and/or
 - 19 (d) failed to conspicuously disclose, if a person is required or
20 invited to view, hear, or attend a sales presentation in order to
claim a prize that has been awarded, may have been awarded, or
21 will be awarded, the requirement or invitation must be
conspicuously disclosed under subsection (7) of this section to
22 the person in the offer in bold-face type at least as large as the
typeface used in the standard text of the offer; and/or,
 - 23 (e) or failed to otherwise comply with RCW 19.170.030 which
24 requires that “No item in an offer may be denominated a prize,
25 gift, award, premium, or similar term that implies the item is
26 free if, in order to receive the item or use the item for its

1 intended purpose the intended recipient is required to spend any
2 sum of money, including but not limited to shipping fees,
3 deposits, handling fees, payment for one item in order to receive
4 another at no charge, or the purchase of another item or the
5 expenditure of funds in order to make meaningful use of the
6 item awarded in the promotion. The payment of any applicable
7 state or federal taxes by a recipient directly to a government
8 entity is not a violation of this section.”

9 In violation of RCW 19.170.040:

- 10 (a) included a prize in an offer when the promoter or sponsor knows
11 or has reason to know that the prize will not be available in a
12 sufficient quantity based upon the reasonably anticipated
13 response to the offer.
- 14 (b) failed to comply with subsection (5) which provides: “If the
15 prize is not available for immediate delivery to the recipient, the
16 recipient shall be given, at the promoter or sponsor's option, a
17 rain check for the prize, the verifiable retail value of the prize in
18 cash, or a substitute item of equal or greater verifiable retail
19 value.”
- 20 (c) failed to comply with subsection 5(b), which provides: “If the
21 rain check cannot be honored within thirty days, the promoter or
22 sponsor shall mail to the person a valid check or money order
23 for the verifiable retail value of the prize described in this
24 chapter.”
- 25 (d) failed to comply with subsection (6), which provides: “A
26 sponsor shall fulfill the rain check within thirty days if the
27 person named as being responsible fails to honor it.”
- 28 (e) failed to comply with subsection (7) , which provides: “The
offer shall contain the following clear and conspicuous
statement of recipients' rights printed in type at least as large as
the typeface used in the standard text of the offer:” If you
receive a rain check in lieu of the prize, you are entitled by law
to receive the prize, an item of equal or greater value, or the cash
equivalent of the offered prize within thirty days of the date on
which you claimed the prize.”

1 (f) failed to comply with subsection (8) , which provides: “It is a
2 violation of this chapter to misrepresent the quality, type, value,
3 or availability of a prize.”

4 4.3.3 On at least one occasion, Plaintiff attempted to claim a free prize.

5 4.3.4 No free prize was ever received. Instead, Plaintiff received a
6 torrent of spam that has not ended to this day.

7 4.3.5 Plaintiff was damaged thereby.

8 5. **Demand for jury.** Plaintiff demands that this cause be tried to a jury.
9

10
11 **PRAYER FOR RELIEF**

12 Plaintiff prays for relief as follows:

13 That the Court adjudge and decree that defendant has engaged in the conduct
14 complained of herein.

15 That the Court adjudge and decree that the conduct complained of
16 herein constitutes violations of the Federal Can-Spam Act of 2003, 15 U.S.C.
17 §7705, and that Plaintiff are entitled to all damages provided for thereunder, as
18 may be proved at trial;
19

20 That the Court adjudge and decree that the conduct complained of
21 herein constitutes violations of the Washington Commercial Electronic Mail
22 Act, RCW 19.190 et seq., and that Plaintiff is entitled to all damages provided
23 for thereunder, as may be proved at trial, including but not limited to treble
24
25
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1 damages of up to three times the per statutory damages provided therein for
2 each violation committed by the defendants, in an amount to be proven at trial;
3

4 That the Court adjudge and decree that the conduct complained of
5 herein constitutes violations of RCW 19.170 et seq. and that Plaintiff is
6 entitled to all damages provided for thereunder, as may be proved at trial,
7 including but not limited to aggravated damages under RCW 19.170.060 of up
8 to three times the amount of statutory damages for these violations committed
9 by the defendants willfully and knowingly, and for defendants' unlawful
10 activity.
11
12

13 That the Court adjudge and decree that the conduct complained of
14 herein constitutes violations of the Washington Consumer Protection Act,
15 RCW 19.86 et seq., and that Plaintiff is entitled to all damages provided for
16 thereunder, as may be proved at trial;
17

18 That the Court assess civil penalties, pursuant to 19.190.040(1) of
19 five hundred dollars (\$500) per violation against defendant for each and every
20 one of the commercial electronic mail messages sent to plaintiff Gordon in
21 violation of RCW 19.190.020.
22
23

24 That the Court assess civil penalties, pursuant to 19.190.040(1) one
25 thousand dollars (\$1,000) per violation against defendant for each and every
26

1 one of the commercial electronic mail messages sent through plaintiff
2 Gordon's interactive computer service in violation of RCW 19.190.020.
3

4 That the Court assess civil penalties in the way of treble damages
5 pursuant to RCW 19.86.140, of two thousand dollars (\$2,000) for each and
6 every one of the violations of RCW 19.86 caused by the conduct complained
7 of herein.
8

9 That the Court enter judgment pursuant to RCW 19.86.140 providing
10 that Plaintiff has been injured by the conduct complained of herein, and
11 ordering that Plaintiff recover from the defendant the costs of this action,
12 including reasonable attorney's fees.
13

14 That the Court order such other relief as it may deem just and proper to
15 fully and effectively remedy the effects of, and prevent future instances of, the
16 conduct complained of herein, or which may otherwise seem proper to the
17 Court.
18

19
20 DATED this 30th day of July, 2007.
21

22 **i.JUSTICE LAW, P.C.**

23 /s/ Robert J. Siegel
24 Robert J. Siegel, WSBA #17312
25 Attorneys for Plaintiffs
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Certificate of Service

I, hereby, certify that on July 30, 2007, we filed this pleading with this Court. The Clerk of the Court will provide electronic notification system using the CM/ECF, which will send an electronic copy of this Notice to: Floyd E. Ivey; Sean Moynihan; Stacy Wolery. I further certify that I have served the foregoing to the following non-CM/ECF participants by other means: Bonnie Gordon; Jonathan Gordon; James S. Gordon, III; Jamila Gordon; Emily Abbey; and Hon. Harld D. Clarke, Jr. Exhibit "A" to the Complaint consists of a digital CD containing copies of the allegedly unlawful emails, which was delivered physically to the Court Clerk, and has been mailed to counsel for Defendants, and other non-CM/ECF participants.

/S/ Robert J. Siegel
Robert J. Siegel, WSBA #17312
Attorneys for Plaintiffs