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8 Global Innovations, Inc. and Ramsey Lamerson

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 GLOBAL INNOVATIONS, INC, a Maryland)
12 corporation, and RAMSEY LAMERSON, an)
13 individual,)

14 Plaintiffs,)

15 vs.)

16 ALS Scan, Inc., a Maryland corporation,)
17 WAYNE KIRN, an individual, APIC)
18 WORLD-WIDE, INC., a Florida corporation,)
19 and STEVE EASTON, an individual,)

20 Defendants.)

Case No.: _____

COMPLAINT FOR DECLARATORY
RELIEF, DAMAGES, AND INJUNCTIVE
RELIEF; JURY DEMAND

21 Jurisdiction and Venue

- 22 1. This Court has exclusive subject matter jurisdiction of this matter, pursuant to 28 U.S.C.
23 § 1331, because claims alleged herein arise under the laws and Constitution of the United
24 States. This court has pendent jurisdiction of claims alleged under the law of the State of
25 California.
26 2. This Court has personal jurisdiction over the defendants, and venue is proper in this
27 District, because defendants engage in substantial business transactions in the State of
28 California sufficient to establish minimum contacts with the forum state, and the acts and

1 threatened acts of defendants directly affect the business interests of plaintiffs in the State
2 of California, all as further alleged below.

3 Parties

- 4 3. The plaintiffs are Global Innovations, Inc. ("Global") and Ramsey Lamerson
5 ("Lamerson"), referred to jointly herein sometimes as "plaintiffs". Global is a
6 corporation incorporated in the State of Maryland, operating in the State of California as
7 an Internet service provider ("ISP") as defined by 17 U.S.C. § 512 of the recently-
8 adopted Digital Millennium Copyright Act (the "DMCA"). Global is a leading network
9 service provider, offering IP transit, transport, and colocation services throughout North
10 America. Using hardware and software resident in the State of California, Global
11 supplies Internet connectivity to many large corporations that in turn service thousands of
12 Internet users, such that the acts of defendants against Global alleged herein have a
13 substantial impact in California. Global's primary Internet domain name address is
14 Globali.net. In order for Global to provide Internet services, it has been assigned Internet
15 Protocol addresses ("IP addresses") by ARIN (acronym for "American Registry of
16 Internet Numbers"), a non-profit organization that controls the ordered allocation of IP
17 resources, and operates a website at ARIN.net. Lamerson is the primary shareholder of
18 Global.
- 19 4. Defendant ALS Scan, Inc. ("ALS") is a Maryland corporation that is in the business of
20 selling adult imagery through websites operated at ALSScan.com. ALS markets and sells
21 website services and digital content in the State of California and engages in numerous
22 other commercial transactions with companies and individuals domiciled in the State of
23 California. Defendant Wayne Kirn ("Kirn") is the primary shareholder of ALS.
24 Defendants ALS and Kirn have pervasively engaged in business in the State of
25 California. ALS is the corporate alter-ego of Kirn, and has become the vehicle for Kirn
26 to project his personal animus toward plaintiffs, such that all corporate acts of ALS
27 alleged herein are the personal acts of Kirn.
- 28

1 5. Defendant APIC World-Wide ("APIC"), on information and belief, is a Florida
2 corporation operating websites at APIC-Worldwide.com and A-W.org, engaged in the
3 business of locating and pursuing alleged copyright infringements on the Internet. APIC
4 sells "memberships" to owners of intellectual property, and purports to replace attorney
5 services on behalf of these members by pursuing anti-infringement legal activity in a
6 "non-attorney" status. Defendant Steve Easton ("Easton"), on information and belief, is a
7 shareholder, director and/or officer of APIC, and a resident of the State of Florida. APIC
8 has pervasively engaged in business in the State of California.

9 FIRST CLAIM FOR RELIEF AGAINST ALL DEFENDANTS

10 DECLARATORY RELIEF UNDER 28 U.S.C. § 2201

- 11 6. Plaintiffs incorporate by reference each and every allegation herein as if set forth in full
12 hereat.
- 13 7. ALS, Kirn, APIC, and Easton contend the following:
- 14 a. That plaintiffs are responsible as copyright infringers under 17 U.S.C. § 501 and
15 related law;
 - 16 b. That plaintiffs and other ISP's are engaged in acts of civil racketeering that expose
17 them to liability under 18 U.S.C. § 1961, et seq., by refusing to alter their business
18 practices in a manner desired by ALS;
 - 19 c. That notwithstanding Global's assistance of ALS in its efforts to disable Internet
20 access to digital images that ALS claims are infringing, that Global does not
21 qualify for the liability safe-harbor provided for ISPs under 17 U.S.C. § 512;
 - 22 d. That, in an effort to coerce plaintiffs to alter their business activities, ALS may
23 "apply pressure" to Global's upstream vendors of Internet circuits to "cut off"
24 Global's access to the Internet circuits that Global resells to downstream ISPs and
25 other Internet businesses;
 - 26 e. That, in an effort to coerce plaintiffs to alter their business activities, ALS may
27 contact the American Registry of Internet Numbers ("ARIN") in an effort to have
28

1 ARIN revoke Global's use of IP addresses that are necessary to Global's provision
2 of Internet services;

3 f. That APIC and Easton are lawful agents to email notices of claimed infringements
4 pursuant to 17 U.S.C. § 512 ("DMCA Notices");

5 g. That the DMCA Notices emailed by APIC and Easton are lawfully provided and
6 compel a response from plaintiffs;

7 h. That plaintiffs are the proper parties to receive DMCA notices concerning
8 infringements of ALS content;

9 i. That APIC and Easton are permitted to engage in offensive, abusive, and
10 threatening communications with Global's customers in an effort to compel
11 Global and its customers to alter their business practices;

12 j. That Lamerson's parents are subject to suit, and their property subject to seizure
13 under 18 U.S.C. § 1961, et seq., as co-conspirators in a purported racketeering
14 conspiracy with plaintiffs.

15 8. With respect to each of ALS's contentions set forth above, plaintiff's contend:

16 a. That plaintiffs have not committed acts of copyright infringement;

17 b. That plaintiffs have committed no unlawful acts cognizable as civil racketeering
18 under 18 U.S.C. § 1961, et seq.;

19 c. That plaintiffs qualify for the liability safe-harbor provided for ISPs under Section
20 512 of the DMCA, and that threats to impose liability upon plaintiffs
21 notwithstanding the safe-harbor are illegitimate;

22 d. That ALS is not permitted to "apply pressure" to Global's upstream vendors of
23 Internet circuits to induce them to "cut off" Global's access to the Internet circuits
24 that Global resells to downstream ISPs and other Internet businesses, and that
25 such practices are unlawful;

26 e. That ALS is not permitted to contact ARIN in an effort to revoke Global's use of
27 IP addresses that are necessary to Global's provision of Internet services;
28

- 1 f. That APIC and Easton are practicing law without a license in the State of
2 California in violation of California Business & Professions Code § 6125 when
3 they purport to represent copyright owners, prepare correspondence, and send out
4 DMCA Notices;
- 5 g. That the DMCA Notices emailed by APIC and Easton are not lawfully provided
6 and require no response from plaintiffs;
- 7 h. That plaintiffs are not the proper parties to receive DMCA notices concerning
8 infringements of ALS content on websites where the only connection with Global
9 is that the websites are hosted using bandwidth provided by Global;
- 10 i. That APIC and Easton are not privileged to engage in offensive, abusive, and
11 threatening communications with Global's customers in an effort to compel
12 Global's customers to alter their business practices; and,
- 13 j. That all assertions of liability against Lamerson's parents under 18 U.S.C. § 1961,
14 et seq., or any other provision of law are not only meritless, but entirely without a
15 colorable basis in law or fact, and are extortionistic, unlawful threats themselves
16 actionable as racketeering.
- 17 9. An actual controversy exists, presenting for resolution issues of first impression
18 concerning operation of the safe-harbor provisions of Section 512 of the DMCA, that
19 should be resolved by declaratory judgment. The conduct of defendants, also poses a
20 continuing risk that threats of extrajudicial action made by ALS and Kim, as further
21 alleged below, will cause further additional damage to Global's business interests and
22 Lamerson's family relations. Wherefore, a declaration of the rights and liabilities of all
23 parties is hereby requested, as set forth more fully in the prayer for relief hereinbelow.

24 SECOND CLAIM FOR RELIEF, BY GLOBAL, AGAINST ALL DEFENDANTS,
25 INTENTIONAL INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE

- 26 10. Plaintiffs incorporate by reference each and every allegation herein as if set forth in full
27 hereat.
- 28

1 11. ALS and Kirn, through their authorized agent and attorney Robert Lombardo, have
2 declared the malicious intent to destroy the financial existence of Global, because it is
3 their "number one enemy."

4 12. APIC and Easton have declared their malicious intent to destroy the financial well-being
5 of at least one of Global's customers, sending an email accusing them of copyright
6 infringement, and threatening them in writing with the statement, "Kiss your ass
7 goodbye."

8 13. Global enjoys profitable business relations with its customers, including IBRH, Inc.,
9 CafWebhosting, and many others.

10 14. Defendants, and each of them, have contacted Global's customers and suppliers, and on
11 information and belief, business associates of Global's customers, claiming that Global is
12 involved in a conspiracy to infringe ALS copyrights, with the intent to cause those
13 customers to end their business relationships with plaintiffs.

14 15. Due to the unlawful threats made by ALS, Kirn, APIC and Easton, Global has suffered a
15 diminution in the monthly purchase of bandwidth by IBRH, Inc. and other customers,
16 which damages will continue each month until judgment.

17 16. The acts of the defendants alleged in this claim for relief were fraudulent, malicious and
18 oppressive, wherefore exemplary damages are proper.

19 THIRD CLAIM FOR RELIEF, BY LAMERSON, AGAINST ALS AND KIRN
20 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

21 17. Plaintiffs incorporate by reference each and every allegation herein as if set forth in full
22 hereat.

23 18. As previously alleged, ALS and Kirn harbor a malicious intent to cause financial injury
24 to Global. ALS and Kirn further harbor the malicious intent to cause extreme emotional
25 distress to Lamerson.

26 19. In furtherance of that malicious intent to cause emotional distress, ALS and Kirn engaged
27 in the outrageous acts alleged hereinbelow.
28

1 20. On or about March 20, 2003, ALS and Kirn, acting through the agency of house counsel
2 Robert Lombardo, who had previously been advised in writing that Global and Lamerson
3 were represented by legal counsel, contacted Lamerson by telephone at the home of his
4 parents. Lombardo's expressed intention was to contact Lamerson's parents.

5 21. Shortly thereafter, Lombardo spoke to Lamerson's counsel and stated that ALS and Kirn
6 would soon be filing suit against Lamerson's parents for conspiring in racketeering
7 activity, stating that legal grounds for such claims arose from the fact that Global had
8 originally incorporated listing the address that is now the home of Lamerson's parents as
9 the address of incorporation. On behalf of ALS and Kirn, Lombardo also disclosed the
10 intention to obtain and impose a crushing judgment lien on the home of Lamerson's
11 parents, to execute on that lien, and to deprive them of their home thereby. Lombardo
12 insisted that Lamerson's counsel should communicate this threat directly to Lamerson's
13 parents, and reiterated a previous threat to continue litigation through the appellate level,
14 and even to the United States Supreme Court, if necessary to accomplish the goals of his
15 clients, Kirn and ALS.

16 22. Lamerson's parents have no association with Global, and the sole purpose of the threat
17 Lombardo communicated on behalf of ALS and Kirn was to cause emotional distress.
18 Such conduct was extreme and outrageous conduct, calculated to cause extreme
19 emotional distress.

20 23. Lamerson has suffered extreme emotional distress in the form of worry, fear, anxiety and
21 embarrassment over the threatened lawsuit against his parents, and the expense they
22 might be forced to incur in defending against frivolous litigation over business activities
23 with which they are in no way connected. Such emotional distress has continued since
24 the time the threats were made and will not subside until the threats are eliminated.

25 24. The acts of the defendants alleged in this claim for relief were fraudulent, malicious and
26 oppressive, wherefore exemplary damages are proper.

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1 FOURTH CLAIM FOR RELIEF OF GLOBAL, AGAINST APIC AND EASTON
2 VIOLATIONS OF B. & P. CODE § 17200, ET SEQ.
3 (FALSE ADVERTISING, PRACTICING LAW WITHOUT A LICENSE, AND
4 OPERATING AN UNLAWFUL REFERRAL SERVICE FOR ATTORNEYS)

5 25. Plaintiffs incorporate by reference each and every allegation herein as if set forth in full
6 hereat.

7 26. Global brings this action for injunctive relief, damages and restitution on its own behalf
8 and on behalf of the public in general, pursuant to California Business and Professions
9 Code § 17200, *et seq.*

10 27. California Business and Professions Code §17200, *et seq.* prohibits acts of unfair
11 competition, which mean, and include, any "fraudulent business act or practice." Conduct
12 which is "likely to deceive" is "fraudulent" within the meaning of Section 17200.

13 28. On the APIC websites identified above, APIC offers to engage in the practice of law
14 without a license in violation of B. & P. Code § 6126.

15 29. APIC offers intellectual property legal services that can actually be provided only by
16 attorneys licensed to practice in the State of California. These statements are made in a
17 manner likely to deceive, constituting a fraudulent business act or practice. In particular,
18 the website offers various levels of "membership," described as follows:

19 a. "General Membership: APIC WORLWIDE will act on your behalf (non-
20 attorney) online ... in any copyright - trademark dispute up until legal action is
21 necessary, at which time you may also be eligible for the finest legal
22 representation at reduced member rates. \$250 per annum.

23 b. Rights of Publicity Membership: Rights of Publicity Membership is the entry
24 level membership for models, actors and celebrities concerned with Rights of
25 Publicity issues. APIC WORLWIDE will act on your behalf (non-attorney) online
26 once a calendar month in any Rights of Publicity dispute up until legal action is
27 necessary, at which time you may also be eligible for the finest legal
28 representation at reduced member rates. \$250 per annum

- 1 c. Blue Ribbon Membership: Blue Ribbon Membership is for photographers,
2 producers, distributors of images, video, literature or other intellectual property
3 that is or may be abused by other websites or usenet. Blue Ribbon Membership is
4 also for members who own more than five separate domains. Blue Ribbon
5 Members are entitled for APIC WORLDWIDE to act on their behalf in up to 5
6 online cases per month, all General Membership amenities and a listing on our
7 suppliers pages as well. \$500 per annum
- 8 d. Rights of Publicity Plus Membership is for models, actors and celebrities who
9 have to deal with frequent Rights of Publicity issues. APIC WORLWIDE will act
10 on your behalf (non-attorney) online five times each calendar month in any Rights
11 of Publicity dispute up until legal action is necessary. \$500 per annum
- 12 e. Gold Membership: Recommended to photographers, producers, distributors and
13 websites that experience a higher volume of infringement. APIC WORLDWIDE
14 will act on behalf of Gold Members online up to 10 cases per month. Membership
15 at the Gold level entitles you to and a banner link on the public side of the APIC
16 WORLDWIDE website in one of our banner rotation spots. \$1,000 per annum
- 17 f. Platinum Membership: If you are a major producer of photographs, motion
18 picture, video, music or any form of costly protected intellectual property, your
19 legal fees for protecting your rights can be in excess of \$100,000 per year and
20 upwards. APIC WORLDWIDE has helped companies save tens of thousands of
21 dollars by using our expert investigative and infringement handling procedures to
22 stop Internet theft. Platinum Members receive the enhanced attention of APIC
23 WORLDWIDE'S team and will act on your behalf for up to 25 individual cases
24 per month until solved or legal action is necessary. All of our communications are
25 copied to our legal counsel and you. \$2,500 per annum.

26 30. The foregoing statements disseminated in the State of California by APIC and Easton
27 constitute an offer and proposal to perform services in California, as part of a plan that
28 APIC and Easton, in the exercise of reasonable care, should have known they could not

1 perform as promised. Such statements made in violation of Cal. B. & P. Code § 17500
2 are false and misleading in the following particulars:

- 3 a. APIC and Easton mislead consumers by advertising that they will act in a
4 "copyright-trademark dispute up until legal action is necessary," because all
5 action thus taken is necessarily legal action that can only be lawfully taken by an
6 attorney;
- 7 b. APIC and Easton mislead consumers by advertising that "members" can obtain
8 "the finest legal representation at reduced members rates," because they are not
9 attorneys, and therefore are unable to refer cases to attorneys in exchange for any
10 consideration;
- 11 c. APIC and Easton mislead consumers by advertising that they can act on behalf of
12 "models, actors and celebrities ... in any Rights of Publicity dispute up until legal
13 action is necessary," because all action thus taken is necessarily legal action that
14 can only be lawfully pursued by an attorney;
- 15 d. APIC and Easton mislead consumers by comparing the "expert investigative and
16 infringement handling procedures to stop Internet theft" that they purport to offer
17 with "legal fees for protecting your rights [costing] in excess of \$100,000 per year
18 and upwards," and in suggesting that they have the ability to "handle ... up to 25
19 individual cases per month" when they are not lawfully permitted to handle any
20 "cases" at all;
- 21 e. APIC and Easton mislead consumers by claiming to copy member
22 communications to "our legal counsel," because APIC has no in-house legal
23 counsel, nor is APIC able to have partnership or employment relations with
24 attorneys, being only a Florida for-profit corporation.
- 25 31. APIC misleads consumers by claiming to be a "non-profit corporation," when in reality it
26 is a Florida for-profit corporation, according to records on file with the Florida Secretary
27 of State.
- 28

1 32. In addition to the specifically misleading statements set forth above, APIC's advertising
2 tone and approach is misleading, because Internet copyright and trademark law is an
3 emerging subspecialty of intellectual property law in which legal issues are largely
4 unsettled, and in which the skilled assistance of counsel admitted to practice before the
5 Bar is essential both to stimulate the ordered development of the law for the benefit of the
6 public, and to obtain satisfactory results for individual clients. By conveying the
7 impression that it has formulated "expert procedures to stop Internet theft," APIC
8 misleads consumers into believing that some institution other than the U.S. Copyright
9 Office, the U.S. Patent and Trademark Office, and the Courts of the United States
10 provides better protection at lesser cost for the holders of intellectual property rights, all
11 of which is untrue.

12 33. California Business and Professions Code §17200, *et seq.* prohibits acts of unfair
13 competition, which mean and include any "unfair ... business act or practice."

14 34. As more fully described hereinbelow, defendant's acts and practices constitute unfair
15 business acts or practices within the meaning of Business and Professions Code §17200,
16 *et seq.*, in that the justification for defendant's conduct, if any, is outweighed by the harm
17 to the general public. Such conduct is also contrary to public policy, immoral, unethical,
18 oppressive, unscrupulous and/or substantially injurious to consumers. Such conduct is
19 ongoing and continues to this date.

20 35. APIC and Easton not only advertise that they are capable of performing legal services,
21 they attempt to do so by, inter alia, emailing purported DMCA notices of infringement to
22 alleged infringers, and supplementing these notices with heckling and abusive email
23 correspondence that would never emanate from the office of an ethical attorney. With
24 such frequency as to constitute a business practice, APIC and Easton threaten to file suit
25 on behalf of their "members" without specific authorization to make such threats,
26 knowing that the "member" has not retained, and is unlikely to retain, an attorney to file
27 suit against the target of the litigation threat. APIC and Easton also frequently email
28 inflammatory messages to their members and to attorneys in an effort to instigate

1 litigation. Such acts are violations of B. & P. Code § 6126, constituting the unlawful
2 practice of law.

3 36. On various occasions, sufficiently often to constitute a business practice, APIC violates
4 the terms of the DMCA by sending notifications when material is not actually infringing,
5 by claiming to be an agent for the copyright holder when no such authorization has been
6 obtained, by failing to provide DMCA notices with the required averments under penalty
7 of perjury, and by failing to sign DMCA notices with an electronic or paper signature
8 under penalty of perjury as required by 17 U.S.C. § 512(c)(3).

9 37. By instigating litigation, and collecting funds from "members" who are then referred to
10 attorneys for representation, APIC engages in "capping," a crime under B. & P. Code §§
11 6152-6153.

12 38. By the above-alleged conduct, APIC and Easton, out-of-state laypersons, compete
13 unfairly with attorneys in the State of California, who are required to obtain and maintain
14 lawful licenses for the practice of law, to comply with rules of professional conduct, to
15 refrain from conduct similar to that engaged in by APIC and Easton, and to act at all
16 times in accordance with the laws of the State of California and the United States.

17 39. The conduct of APIC and Easton undermines the public interest of attorneys and the
18 public in general by: charging what are essentially legal fees for services that are
19 valueless or not of the quality represented; encouraging persons with legal problems to
20 rely upon resources other than the law to resolve their disputes; creating the impression
21 that intellectual property law can be practiced by amateurs; collecting funds that should
22 properly be spent on court costs and legal fees in pursuit of results that APIC and Easton
23 cannot provide; and, otherwise damaging the decorous and proper conduct of the practice
24 of law.

25 40. The foregoing acts of false advertising, unfair business competition, and violations of law
26 are continuing to cause damage to plaintiffs and the public at large.

1 41. Plaintiffs and the public at large have no adequate remedy at law to prevent these
2 continuing violations, and accordingly seek injunctive relief pursuant to Cal. B. & P.
3 Code § 17203.

4 42. APIC and Easton have acquired funds by means of their unfair business practices and
5 false advertising that are subject to disgorgement under §§ 17203 and 17535.

6 43. Wherefore, plaintiff and members of the general public are therefore entitled to the relief
7 prayed below.

8 PRAYER FOR RELIEF

9 WHEREFORE, plaintiff prays for judgment against defendants as follows:

10 1. On the First Claim for Relief:

11 For a declaration of the rights and liabilities of the parties, establishing that:

- 12 a. That plaintiffs have not committed acts of copyright infringement;
- 13 b. That plaintiffs have committed no unlawful acts cognizable as civil racketeering
14 under 18 U.S.C. § 1961, et seq.;
- 15 c. That plaintiffs qualify for the liability safe-harbor provided for ISPs under Section
16 512 of the DMCA, and that threats to impose liability upon plaintiffs
17 notwithstanding the safe-harbor are illegitimate;
- 18 d. That ALS is not permitted to "apply pressure" to Global's upstream vendors of
19 Internet circuits to induce them to "cut off" Global's access to the Internet circuits
20 that Global resells to downstream ISPs and other Internet businesses, and that
21 such practices are unlawful;
- 22 e. That ALS is not permitted to contact ARIN in an effort to revoke Global's use of
23 IP addresses that are necessary to Global's provision of Internet services;
- 24 f. That APIC and Easton are practicing law without a license in the State of
25 California in violation of California Business & Professions Code § 6125 when
26 they purport to represent copyright owners, prepare correspondence, and send out
27 DMCA Notices;
- 28

- 1 g. That the DMCA Notices emailed by APIC and Easton are not lawfully provided
2 and require no response from plaintiffs;
- 3 h. That plaintiffs are not the proper parties to receive DMCA notices concerning
4 infringements of ALS content on websites where the only connection with Global
5 is that the websites are hosted using bandwidth provided by Global;
- 6 i. That APIC and Easton are not privileged to engage in offensive, abusive, and
7 threatening communications with Global's customers in an effort to compel
8 Global's customers to alter their business practices; and,
- 9 j. That all assertions of liability against Lamerson's parents under 18 U.S.C. § 1961,
10 et seq., or any other provision of law are not only meritless, but entirely without a
11 colorable basis in law or fact, and are extortionistic, unlawful threats themselves
12 actionable as racketeering.

13 2. On the Second Claim for Relief, for compensatory and exemplary damages against
14 ALS and Kirn according to proof.

15 3. On the Third Claim for Relief, for compensatory and exemplary damages against ALS
16 and Kirn according to proof.

17 4. On the Fourth Claim for Relief, for injunctive relief barring APIC and Easton from
18 engaging in deceptive advertising of any sort, from representing themselves as capable of
19 performing legal services, from engaging in the unlawful practice of law, from engaging in the
20 proscribed activity of "capping," and ordering the said defendants to disgorge all financial gains
21 procured through the dissemination of deceptive, misleading advertising, and the commission of
22 unfair business practices.

23 5. On all Claims for Relief, for costs, disbursements, and prejudgment interest as
24 permitted by law, and for such other and further relief as the Court deems just.

25 Dated: March 25, 2003

ONLINE MEDIA LAW, PLLC

26
27 By: _____
28 CHARLES CARREON, CSB #127139
Attorney for Plaintiffs

JURY DEMAND

Pursuant to F.R.C.P. 38, plaintiffs respectfully demand a jury trial as to every issue triable of right by a jury.

Dated: April 22, 2003

ONLINE MEDIA LAW, PLLC

By: _____
CHARLES CARREON, CSB #127139
Attorney for Plaintiffs

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