

**IN THE UNITED STATES COURT
WESTERN DISTRICT OF ARKANSAS**

CURTIS J NEELEY JR, MFA

VS

CASE NO. 5:09-cv-05151-JLH

NameMedia Inc.
Network Solutions Inc.
Google Inc.

BRIEF SUPPORTING OBJECTION TO THE SUFFICIENCY OF FILED ANSWERS
OF DEFENDANT NAMEMEDIA AND
MOTION SEEKING SANCTIONS

Separate defendant NAMEMEDIA INC, for its Answer to the First Amended Complaint (Docket # 14), stated maliciously as follows and should face sanctions for their answers that are fraudulent and given to harass the plaintiff as will be shown:

1. In paragraph 1 the Defendant admitted only that Mr. Zilinek is an employee of NameMedia and admitted Mr. Zilinek corresponded with Plaintiff. Mr. Zilinek and several other NAMEMEDIA INC personnel were aware that the Plaintiff was distressed and read of it as seen in Plaintiff exhibits. *See* Ex X, PL. Defendant NAMEMEDIA INC was very aware of Plaintiff disability and distress as seen. *See* Ex. BIO, Ex. IP, Ex PL, Ex. TO, Ex. Z. Defendant admitted obtaining the domain eartheye.com in 2003 but then

went on to fraudulently allege the incompetent Plaintiff took some active role or chose to allow the domain name expiration to harass Plaintiff. *See* Ex. 2003.

2. NAMEMEDIA INC denied the allegations in paragraph 2 of the Complaint while using a robots.txt file to hide evidence that was once publicly available at the Internet Archive Inc that indisputably shows that they lie to further harass Plaintiff. *See* Ex. SS, Ex. EE.
3. NAMEMEDIA INC denied the allegations in paragraph 3 of the First Amended Complaint without describing the trademark research to support this outrageous denial. *See* Ex. Z.
4. NAMEMEDIA INC denies the allegations in paragraph 4 although they were not mentioned in the paragraph of the First Amended Complaint to further harass the Plaintiff.
5. NAMEMEDIA INC admitted registering the domain names eartheye.com and sleepspot.com, and fraudulently denied the remaining allegations in paragraph 5 of the First Amended Complaint as can be seen. *See* Ex. PARK, EPARK.
6. NAMEMEDIA INC admitted Mr. Zilinek was an employee of NameMedia and corresponded with Plaintiff but fraudulently lies and denied that Mr Zilinek was aware of the Plaintiff distressed. *See* Ex. Z. Ex. BIO, Ex. IP.

7. NAMEMEDIA INC admitted selling domain names through BuyDomains.com but fraudulently denied the remaining allegations in paragraph 7 of the First Amended Complaint to harass the Plaintiff. *See* Ex. 2,300, Ex. 2,788, Ex. PARK.
8. NAMEMEDIA INC called Plaintiffs marks “purported” and descriptive terms while making sure SleepSpot.com was hidden in the Internet Archive after learning of the Plaintiff lawsuit. Use of the word “purporting” was done to harass the plaintiff. *See* Ex. EE, Ex. SS.
9. NAMEMEDIA INC fraudulently denied the allegations in paragraph 9 although Defendants were regular viewers of the biographical page of Plaintiff website. *See* Ex. BIO, Ex. IP.
10. NAMEMEDIA INC admits selling domain names and denies the remaining allegations in paragraph 10 of the First Amended Complaint to harass and outrage the Plaintiff.
<eartheye.com> was sold directly after contacting Plaintiff.
See Ex IP, Ex. 2,300, Ex EPARK.
11. NAMEMEDIA INC admits it earns pay-per-click revenue and fraudulently denies the remaining allegations in paragraph 11 of the First Amended Complaint to harass and further outrage the Plaintiff. *See* Ex. PARK, EPARK.

12. NAMEMEDIA INC denies any allegations in paragraph 12 of the First Amended Complaint that pertain to NameMedia although none did.
13. NAMEMEDIA INC denied any allegations in paragraph 13 of the First Amended Complaint that pertain to NameMedia although none did.
14. NAMEMEDIA INC denied any allegations in paragraph 14 of the First Amended Complaint that pertain to NameMedia although none did.
15. NAMEMEDIA INC fraudulently denied the allegations in paragraph 15 of the First Amended Complaint. *See* Ex. Z, Ex. BIO Ex. PARK, Ex EPARK.
16. NAMEMEDIA INC fraudulently denied allegations in paragraph 16 of the First Amended Complaint to harass and outrage the Plaintiff. *See* Ex. EE Ex. SS.
17. NAMEMEDIA INC fraudulently admitted only offering the names for sale and denied the other allegations in paragraph 17 of First Amended Complaint to further harass and outrage Plaintiff. *See* Ex. EE, Ex. SS.
18. NAMEMEDIA INC fraudulently only admitted NameMedia acquired the registration of the eartheye.com domain name in 2003 and alleged the Plaintiff allowed the registration of eartheye.com to expire by some action while an incompetent. They denied the remaining allegations in paragraph 18 of the First Amended Complaint to further harass

and outrage Plaintiff. *See* Ex. 2003.

19. NAMEMEDIA INC fraudulently denied the allegations in paragraph 19 of the First Amended Complaint fraudulently to further harass and outrage Plaintiff while hiding the internet archive of sleepspot.com that Plaintiff saved before they hid evidence with the robots.txt file. *See* Ex. SS, Ex. EE, Ex. 2300, Ex. 2788.

20. NAMEMEDIA INC denied any allegations in paragraph 20 of the First Amended Complaint that pertain to NameMedia although none do.

21. NAMEMEDIA INC denies the allegations in paragraph 21 of the First Amended Complaint although none do to further harass and outrage Plaintiff.

22. NAMEMEDIA INC denies the allegations in paragraph 22 of the First Amended Complaint to further harass and outrage Plaintiff.

23. NAMEMEDIA INC denies the allegations in paragraph 23 of the First Amended Complaint to further harass and outrage Plaintiff.

24. NAMEMEDIA INC admits displaying at Photo.net photographs allegedly contributed by Plaintiff but fraudulently denied the remaining allegations in paragraph 24 of the First Amended Complaint as can be seen in the record. *See* Ex. E-K, Ex. L, Ex. M.

AFFIRMATIVE DEFENSES LISTED IN ERROR

1. The First Amended Complaint must not be dismissed for lack of personal jurisdiction as desired because NAMEMEDIA INC regularly conducts business in Washington county and communicated with Plaintiff in that jurisdiction. *See* Ex. Z, Ex 2,788.
2. NAMEMEDIA INC says the First Amended Complaint fails to state a claim upon which relief can be granted although there are several claims. *See* Docket #14.
3. NAMEMEDIA INC says Plaintiff's claims are barred by limitations although equitable tolling makes this a malicious claim.
4. NAMEMEDIA INC says Plaintiffs claims are barred by laches although equitable tolling again makes this a malicious claim.
5. NAMEMEDIA INC statement that Plaintiffs claims are barred by waiver is not a valid affirmative defense since the Plaintiff never surrendered any rights as can be seen in the record. *See* Ex. Z, Ex. L, Ex. M.
6. NAMEMEDIA INC statement that Plaintiffs claims are barred by estoppel is not a valid affirmative defense because Plaintiff never gave Defendant permissions to violate or distort as can be seen in the record.
7. NAMEMEDIA INC statement that Plaintiffs trademark rights, if any, have been abandoned shows they treat this lawsuit as a joke the disabled Plaintiff does not understand
8. NAMEMEDIA INC statement that Plaintiff's claims are barred by the doctrine of "unclean hands " is not a valid affirmative defense because the Plaintiff attempted many times to resolve this issue out-of-court as can be seen in the record *See* Ex, Z, L, M. Any venting the Plaintiff has expressed is allowed by the First Amendment and was caused by the malicious acts of Defendant NAMEMEDIA INC.
9. NAMEMEDIA INC statement that the First Amended Complaint must be dismissed because of defective service is not a valid affirmative defense because to dismiss the case will result only

in further costs and the filed counterclaim, answers and motion are each admissions that service was acceptable and recognition that missing signature on the served copy is allowed.

WHEREFORE, having fully notified the Court of Plaintiff objections to the Defendant NAMEMEDIA INC filed lies that were entered as answers, Plaintiff prays that the Court issue sanctions to Defendant NAMEMEDIA INC for costs of printing exhibits and issuing an injunction that NAMEMEDIA INC delete the nude photos from photo.net attributed to Plaintiff and all other proper relief. The Plaintiff prays that Defendant NAMEMEDIA INC alone be required to pay the Plaintiff \$2,700. All exhibits now on the record were publicly available when the lies were entered. The Allen Law Firm detrimentally relied on NAMEMEDIA INC being truthful. The Allen Law Firm would never file lies without being misled and their lawyer-to-client agreement should have a clause that protects them from all Sanctions caused by any client deceit that results in Sanctions. The Pro Se Plaintiff prays that the \$2,700 Sanction in addition to all liens on the settlement be demanded of the Defendant NAMEMEDIA INC unless they are able to explain their harassing answers in a way that is found equitable. A Sanction of this size will remind the Defendant NAMEMEDIA INC of their request for the Plaintiff to bid greater than that amount to attempt to re-purchase the domain they were ransoming. In any event, a \$2,700 amount will persuade future litigants to acknowledge the sanctity of a Court regardless of how mentally disabled a Pro Se litigant might be. Plaintiff would like to reassert a belief that the application of any law is either logical or wrong.

Respectfully submitted,

Curtis J Neeley Jr, MFA

CERTIFICATE OF SERVICE

I hereby certify that, on this ____day of December 2009, I mailed a copy of the foregoing to the attorney representing NAMEMEDIA INC at the following address:

H. WILLIAM ALLEN (ABN 69001)
KEVIN M. LEMLEY (ABN 2005034)
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/s/Curtis J Neeley Jr, MFA
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