

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

CURTIS J NEELEY JR, MFA

VS

CASE NO. 5:09-cv-05151

NameMedia Inc.
Network Solutions Inc.
Google Inc.

**MOTION SEEKING SUMMARY JUDGEMENT
OR COURT ORDER TO SERVE INTERROGATORIES AND
GRANTING LEAVE FOR ADDITIONAL INTERROGATORIES**

Comes now Plaintiff, respectfully to this court and moves that these interrogatories be served regarding the filed complaint as amended if Summary Judgment not granted. Plaintiff seeks that Defendants each be served this interrogatory as filed by Pro Se pauper Plaintiff. Plaintiff apologizes for seeking to compel Defendant NameMedia Inc discovery before asking Defendant. Plaintiff is un-familiar with legal proceedings and feels no attorney needs to profit for Justice to be served. Plaintiff seeks to present additional written interrogatories because attending depositions enormously stresses Plaintiff requiring driver and attendant scheduling and customized medical equipment due to extreme physical disabilities. These interrogatories, when answered or read, reveal no issues of law remain and jurors need only determine malice used trespassing the Plaintiff's rights. Jury will be asked only to determine compensatory damages and decide punitive damage required to punish. Each Defendant is asked to answer each particular question addressing

them and give opinions on to other Defendants questions in a timely fashion. Plaintiff has not received answers to his amended complaint and answers will only increase malicious nature of the acts toward the Plaintiff by attempting to justify the unjustly enriching trespasses of each Defendant. The quasi-criminal acts are clearly wrong and Justice is more economically and quickly reached by applying logic. Logic like required for determining the value of “something” when known that “something” added with the value described by the word “two” is described by the word “four”. Interrogatories follow:

1. Why was the robots.txt file created and placed to exclude the display of Plaintiff’s copyright protected data that was displayed at the un-interested third-party website and what data needed protection at ”parked” and undeveloped domains licensed for Defendant Google Inc ads?
2. Does NameMedia realize that the Plaintiff will seek and receive an order compelling NameMedia to un-block the archived data? NameMedia only increases the court costs by opposing or objecting to this discovery. Orders allowed in Netbula, LLC v. Chordiant Software Inc. 2009 WL 750201 (N.D. Cal.2009) after an objection are a precedent to this exact request. Plaintiff has already asked Internet Archive Inc to restore access to records that cover when the Plaintiff owned the website and when Plaintiff’s copyright and trademark rights were not yet violated. Plaintiff was told it would represent a significant burden to the Internet Archive organization, necessitating the development of new tools and software. An order to stop preventing discovery of data at an un-interested third-party archive was found not to be an injunctive relief already. Plaintiff knows that NameMedia

did not place the file to protect copyright material and placed the file solely to hide evidence that is otherwise publicly available.

3. Plaintiff requests when and how Defendant NameMedia became aware of the domain name registry expiration dates for eartheye.com and sleepspot.com and how NameMedia Inc registered each domain precisely when available.
4. Plaintiff asks why Defendants NameMedia and Network Solutions each advertise dates domain registrations expire and why Defendants feel domain names have a value other than to sell a product or a service or express free speech?
5. When was a search engine or other party first paid for a link at either domain referenced in this lawsuit to each Defendant's knowledge? How much was paid for links from the domains, since they were first trespassed in 2003, to Defendant Google Inc or NameMedia Inc knowledge?
6. When did Google Inc provide ads that run on either domain and isn't a Google Inc AdSense for Domains requirement that no other search provider be used?
7. Why do Defendants each use commonly called "parked" domains or "monitized" domains to sell third party ads and when did Defendants each first use the two relevant domains to sell advertisements or advertise them potentially becoming available?

8. Before the Defendants each advertised, licensed or registered eartheye.com and sleepspot.com what type of trademark research did each Defendant do, if any?
9. Defendant Google Inc stated that common descriptive words are “free” for anyone to register to the Plaintiff. Why does Defendant Google allege this exempts even brief common law trademark research on a domain before then licensing the domain?
10. Why does each of the Defendants believe a domain that is used in bona fide commerce usually expires and does a “parked” or third party ad domain establish a TM?
11. The USPTO holds that a first use in bona fide commerce will support a trademark claim whether filed or not. Why does each Defendant commonly reject a TM but accept ®.
12. When does each Defendant say that a copyright expires and when does a trademark expire? Doesn't a first use for bona fide commerce establish a TM?
13. How many misspellings of the trademarked domain PriceLine.com does Defendant Google Inc license or display ads on and how does each Defendant rationalize uses like priveline.com, oriceline.com or pricelike.com and how much does Defendant Google receive from PriceLine.com for sponsored ads while Defendant Google is simultaneously licenses numerous trademark violating domains of a paying Google Inc client? This question will help guide the jury in recognizing the need for punitive damages and will

demonstrate repetitive malicious acts that offend and that are not so clear as violations of the Plaintiff's exactly violated TMs and copyrights.

14. What does each Defendant think of NameMedias.com? All case informatopm is publicly available there now. Plaintiff first created a profile at Photo.net in May 09, 2004. This is can be seen on the NameMedia site and predates NameMedia Inc ownership by several years. When exactly will NameMedia Inc say the Plaintiff uploaded each figure nude photograph that NameMedia Inc. refuses to delete after Plaintiff formally asked their DMCA copyright agent to remove the violations?
15. When did the Defendant NameMedia first remove the Plaintiff's access to a profile at photo.net and why? How long after NameMedia Inc purchased the website and didn't NameMedia Inc purchase photo.net to further distress the Plaintiff?
16. Why does Defendant NameMedia continue to display the Plaintiff's copyrighted photographs after the plaintiff's requested they be deleted?
17. Plaintiff's figure nude photographs involve the human figure presented nude as an art object only. Why did Defendant NameMedia leave them after being told to remove them? Do the art nudes generate ad sales? Defendant Google Inc conspires with Defendant NameMedia Inc so a Google custom search for "figure nude" results in a link to Plaintiff's copyrighted photographs being violated at photo.net so Defendant Google can also profit from the malicious copyright violations as will be shown in evidence?

18. When was NameMedia first advised of Plaintiff's distress and brain injury? Did Defendant NameMedia use this only to support the price of the domain by advising the other bidder?
19. How much did the Defendant NameMedia Inc pay for eartheye.com and sleepspot.com domains and how much did Defendant Google Inc pay to the domain owners as a result of each domain since they were not registered to the Plaintiff in 2003?
20. How much did Defendant NameMedia receive for eartheye.com domain from the current owners? NameMedia once published selling eartheye.com for \$2,300. How would each Defendant justify this price and will Defendant NameMedia Inc please verify the previously claimed amount?
21. What were Defendants Google Inc and NameMedia Inc profits since the domains expired in 2003 that was derived from each respectively?
22. What was NameMedia Inc profit with respect to the eartheye.com domain sale?
23. Why did Defendant NameMedia Inc send the Plaintiff a notice of a summer sale on eartheye.com and request that the Plaintiff bid greater than \$2,700 for domain?
24. Does Defendant NameMedia remember asking Plaintiff greater than \$2,700 for eartheye.com while telling Plaintiff to act quickly as another party was interested and did

Defendant NameMedia realize the Plaintiff was in a hospital at that time and had a legal guardian, Rachel A. Neeley, who will testify to witnessing Plaintiff's distress and refusing to take legal action at the time?

25. Why did Defendants NameMedia send the Plaintiff a request for \$2,788 for sleepspot.com and how did Defendant arrive at \$2,788 for sleepspot.com?

26. What does each Defendant think would be the result to their domain name businesses if the date a domain expires was never advertised and was only required disclosed when specifically requested exactly as currently required by ICANN Inc?

27. Why do Defendants all advertise expiration dates of potentially trademarked domain registrations they do not own and does each Defendant recognize the difference between a domain expiration being required to be available if searched for specifically and being advertised as a date for a potential sale?

28. What does each Defendant call an "expiring domain name" and how long does it take from beginning to expire to the end of the expiration or how long does the expiration last? How much does each Defendant make by giving this instantaneous process the transitive verb ending and how much does Defendant Google Inc make every day due to the phrase "expiring domain name" being googled? Plaintiff sees the words result in estimates of \$.25-\$.50 per day on a \$1.00 budget as evidence will show.

29. Why does Defendant Google run ads on domains that are alleged to be trademark violations and how do the other defendants benefit from this failure to act by Google Inc?
30. Why did Defendant Network Solutions Inc claim ICANN Inc required advertising of registration expiration dates to the Plaintiff and do Defendants each still allege this a valid claim after repudiated by ICANN Inc and described as a potentially malicious misinterpretation of existing and the previous registrar agreements?
31. Plaintiff asks Defendants NameMedia Inc and Defendants Google Inc why they are each continuing to violate the trademarks of sleepspot and why Defendant NameMedia continues violating the Plaintiff's copyrights at photo.net?
32. When will Defendant NameMedia stop violating the Plaintiff's trademarks and copyrights and stop using the "Terms of Use" agreement as a perpetual license to use copyrighted material with no recourse to delete copyrighted content after excluding the contributing user? Do Defendants each believe this will seem offensive to most jurors.
33. Why does NameMedia Inc hold this agreement as a justification for a use they must realize is distressing to the Plaintiff who was an incompetent at the times the copyrighted material was uploaded and who would never read and agree to an eleven page agreement linked online and never will?

34. Is Defendant NameMedia Inc aware that ads are displayed every time Plaintiff's copyright is violated at Photo.net and Plaintiff's objections are displayed concurrently. How often does this occur?

The preceding interrogatories support prior court filings and will assist Plaintiff demonstrating the compensatory damages demanded. They support a Summary Judgment in favor of the Plaintiff. Plaintiff requests a Summary Judgment leaving only the extent of punitive and compensatory damages to be weighed by a jury and ending the emotional distress Defendants actions cause the Plaintiff each day so the Plaintiff enjoy the holidays this year without legal concerns. In the alternative and creating an additional public costs that will create additional liens on the eventual settlement and additional emotional distress for the severely brain injured Pro Se Plaintiff acting as a pauper, Plaintiff prays the Court serve these interrogatories to each Defendant requiring timely answers or objections and Plaintiff asks Court schedule a jury trial at earliest convenience to consider the extent of a damages award required to punish each Defendant.

**I CERTIFY THAT THIS IS COVERED BY THE
VERIFICATION MADE ON MY INITIAL COMPLAINT.**
