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 Attorneys for Defendant
 6 Quicken Loans Inc.

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 OAKLAND DIVISION

11
 12 ASIS INTERNET SERVICES, a California
 Corporation,

13 Plaintiff,

14 v.

15 OPTIN GLOBAL, INC., et al.,

16 Defendants.

No. 3:05-CV-05124-CW

DECLARATION OF AMY BISHOP IN
 SUPPORT OF DEFENDANT
 QUICKEN LOANS INC.'S MOTION
 FOR SECURITY FOR COSTS
 INCLUDING ATTORNEYS FEES

Date: April 21, 2006
 Time: 10:00 a.m.
 Place: Courtroom 2 -- 4th Floor
 Judge: Honorable Claudia Wilken

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 19 I, Amy Bishop, declare as follows under penalty of perjury:

20 1. I am employed by defendant Quicken Loans Inc. as Associate Corporate
 21 Counsel. I have personal knowledge of the matters stated herein and if called as a witness could
 22 and would testify competently to the facts stated in this declaration.

23 2. Quicken Loans is America's top online mortgage lender, with a 94% client
 24 satisfaction score. Quicken Loans is the preferred mortgage company for many of America's top
 25 companies, including AT&T, Google, Yahoo!, Compuware, EDS, and Penske. Quicken Loans
 26 has been ranked as one of the top place to work by Fortune, Computerworld Magazine, and the
 27 Michigan Business and Professional Association.
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DECLARATION OF AMY BISHOP IN SUPPORT OF MOTION FOR SECURITY FOR COSTS

1 3. Quicken Loans has policies and contractual provisions in place that
2 require that the companies it does business with comply with the CAN-SPAM Act and related
3 laws. Quicken Loans requires that the companies with whom it works comply with these
4 policies and contractual provisions.

5 4. On November 1, 2005, Plaintiff's counsel Jason Singleton wrote to
6 Quicken Loans stating "my client wishes to provide Quicken Loans a complete release
7 agreement in exchange for Quicken Loans assistance in tracking down the flow of data from the
8 spammer to the online form web pages and finally to Quicken Loans." A true and correct copy
9 of this letter is attached as Exhibit A. I am informed and believe that this letter was sent after
10 Mr. Singleton called Andrew Lusk, Associate Corporate Counsel to Quicken Loans. I followed
11 up on the letter and had several conversations with Plaintiff's counsel Jason Singleton in an
12 attempt to cooperate with him and alleviate any concerns.

13 5. I understand from Mr. Singleton that he or Plaintiff filled out an online
14 mortgage information request form using the phony name "Bruce Wolf," and that Plaintiff or Mr.
15 Singleton subsequently received a phone call from Quicken Loans offering mortgage services to
16 Bruce Wolf.

17 6. The source of the Bruce Wolf lead came from a company that Quicken
18 Loans contracts with called Azoogle.com ("Azoogle"). In its contract with Quicken Loans,
19 Azoogle agrees to abide by Quicken Loans' privacy policy for companies with whom Quicken
20 Loans does business and that policy requires compliance with junk email and other applicable
21 laws. Moreover, in its contract with Quicken Loans, Azoogle "represents and warrants that it has
22 obtained any and all requisite consent from consumers to pass their information to [Quicken
23 Loans] as a Qualified Submission . . . "

24 7. On November 2, 2005, I contacted Azoogle seeking information about the
25 Bruce Wolf mortgage inquiry lead. On November 3, I called Plaintiff's counsel Mr. Singleton
26 and explained that Quicken Loans was investigating the source of the lead. Mr. Singleton
27 threatened to sue Quicken Loans if it did not provide information about the lead.

28 8. During telephone conversations on November 17 and 21, 2005,

1 Mr. Singleton told me that either he or Plaintiff filled out the online mortgage information
2 request form on the USA Lenders Network's web site. I told Mr. Singleton that I had never
3 heard of USA Lenders Network and did not think that Quicken Loans had a business relationship
4 with USA Lenders Network. I later confirmed that Quicken Loans does not have a business
5 relationship with USA Lenders Network or any other named defendant. Subsequently, Mr.
6 Singleton provided me with sample copies of the online mortgage information forms which I was
7 led to believe are or were used on the USA Lenders Network website. On each sample online
8 mortgage information request form provided by Mr. Singleton, the form itself discloses that the
9 request for information by the user is voluntary and that a mortgage lender will be contacting the
10 website user as a follow-up to the user's request for information.

11 9. On or about December 14, 2005, I spoke with Mr. Singleton and informed
12 him that I had received all the information I could expect to get about the source of the Bruce
13 Wolf mortgage inquiry lead. Since Mr. Singleton had threatened a lawsuit and offered a release
14 to Quicken Loans in exchange for information, I told Mr. Singleton words to the effect that "it is
15 understood that the release of this information to you is conditioned upon you releasing Quicken
16 Loans." Mr. Singleton agreed to release Quicken Loans in exchange for the information. Mr.
17 Singleton did not tell me that he had filed a lawsuit against Quicken Loans two days earlier, but
18 instead asked me to cooperate by providing the information I had.

19 10. Relying on the release, I then explained to Mr. Singleton that Quicken
20 Loans received the lead from its affiliate, Azoogole, and that Azoogole had apparently received the
21 lead from John Strothers (with whom Quicken Loans had no relationship). I also told Mr.
22 Singleton that I understood Azoogole severed its relationship with Mr. Strothers after Mr.
23 Strothers did not respond to Azoogole's repeated requests for information concerning the Bruce
24 Wolf mortgage inquiry. Mr. Singleton thanked me and promised to send me a written release to
25 memorialize the oral agreement.

26 11. On December 20, 2005, Quicken Loans received a copy of a partial
27 release agreement from Mr. Singleton's office via email. A true and correct copy of this
28 agreement is attached as Exhibit B. The release was missing the last pages but the sent portion

1 addressed the consideration exchanged. I note that the language of this agreement requires
2 nothing further from Quicken Loans in exchange for the release. I also note that the cover page
3 thanks Quicken Loans for its "attention and assistance in this matter" and states "[u]pon
4 execution of the Release, we will also file a Dismissal with the Court dismissing Quicken Loans
5 from the action." The draft agreement confirms the release of Quicken Loans for "good and
6 sufficient consideration, the receipt of which is hereby acknowledged." I called Mr. Singleton's
7 office and spoke with Roberta Alliston who promised to send the full copy of the release.

8 12. Two days later, Ms. Alliston forwarded to me a different release along
9 with a copy of the complaint. True and correct copies of these documents are attached as
10 Exhibit C. The new release purported to require Quicken Loans to provide further information to
11 Plaintiff. This was not what I had agreed to with Mr. Singleton. Nevertheless, Quicken Loans
12 was willing to modify the earlier oral agreement and I made some minor changes to the release
13 and emailed the revised version to Mr. Singleton's office on December 23, 2005. A true and
14 correct version of the revised agreement is attached as Exhibit D.

15 13. On January 5, 2006, having heard nothing from Mr. Singleton, I emailed
16 Ms. Alliston, inquiring into the status of the release agreement. Ms. Alliston told me to call
17 Mr. Singleton directly, which I did. After exchanging several voicemails, I finally spoke with
18 Mr. Singleton on January 12, 2006. Mr. Singleton informed me that Plaintiff was no longer
19 willing to release Quicken Loans. He proceeded to tell me that he had received "better
20 information" from another source, that he was "tired" of dealing with Quicken Loans, and that
21 Quicken Loans' revisions to the agreement were "unacceptable." When I reminded Mr.
22 Singleton that he verbally agreed to the release, he replied "try to enforce a verbal agreement."

23 14. I have reviewed internal records from Quicken Loans regarding
24 communications with Plaintiff's domain "asis.com" and have learned that Quicken Loans
25 communicated with nine different email addresses (including the Bruce Wolf lead) over the past
26 six years. Two of those addresses are associated with people who closed loans with Quicken
27 Loans, two received emails prior to the enactment of the CAN-SPAM Act or the California junk
28 email law, and five received emails from Quicken Loans in response to what Quicken Loans

1 thought was an affirmative request for information and those emails offered ways for the
2 recipient to decline further communication from Quicken Loans. No one with an "asis.com"
3 email address has asked to opt-out from receiving information from Quicken Loans.

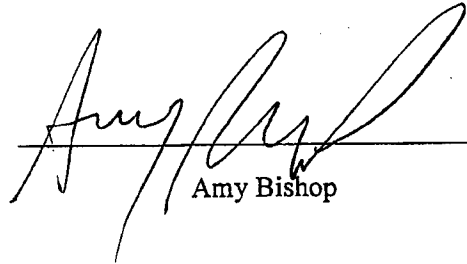
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5 I declare under penalty of perjury that the foregoing is true and correct. This
6 declaration is executed on March 17, 2006.

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Amy Bishop

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