

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

ROBERT H. BRAVER, an individual,)
Plaintiff,)

vs.)

Case No. CIV-04-1013-W

AMERIQUEST MORTGAGE COMPANY, a)
Delaware corporation, INNOVATIVE MARKETING,)
INC., d/b/a LEAD EXTREME, a Washington corporation,)
THE LOAN PAGE, INC., a Delaware corporation,)
STECROFT HOLDINGS, INC., as successor in interest to)
GO APPLY, INC., d/b/a ELEADZ, a Nevada corporation,)
JOHN DOES 1-50, MI SOLUTIONS, INC., a California)
corporation, LEAD ASSOCIATION CORP, a California)
corporation, THE LEAD SOURCE, INC., a California)
corporation, COMMISSION JUNCTION, INC., a)
Delaware corporation, AVALON TRADING COMPANY,)
LLC, a California corporation, IMPACT WEB)
ENTERPRISES, INC., a California corporation,)
LEAD2.NET, INC., a Florida corporation, SUNBURN)
MARKETING GROUP, LLC, a California limited liability)
company, MONEYNEST HOLDINGS, INC., a California)
Corporation, INTERNATIONAL WEBWORKS.COM,)
LLC, a Colorado limited liability company, NICK)
HETCHER, an individual, LIBERTY LEAD SOURCE,)
INC, a Nevada corporation, TIM FAUST, an individual,)
DOTCOM MARKETING GROUP, INC., a Florida)
corporation, INETMEDIA, a California corporation,)
LEADCORP, a California corporation, LEAD)
TRANSFER, LLC, a Nevada limited liability company,)
ABACUS ENTERPRISES, INC., a California corporation,)
TANDAX, INC., a Washington corporation)
Defendants.)

AMERIQUEST MORTGAGE)
COMPANY, a Delaware corporation,)
Cross-Complainant,)

vs.)

INNOVATIVE MARKETING, INC. d/b/a)
LEAD EXTREME, a Washington Corporation;)
VISIUM SOLUTIONS CORPORATION, a)
Florida corporation; and PROFESSIONAL)
EQUITY MARKETING, a California)
Corporation, and ROES I-50, inclusive,)
Cross-Defendant.)



**DEFENDANT LEAD TRANSFER, LLC'S RESPONSES TO
PLAINTIFF'S DISCOVERY. DATED NOVEMBER 8, 2005**

TO: Lead Transfer, LLC
c/o Darren R. Cook
Helms & Underwood
2500 First National Center
120 N. Robinson Avenue
Oklahoma City, Oklahoma 73102

Derek A. Newman
Venkat Balasubramani
505 Fifth Ave South, Suite 610
Seattle, Washington 98104

COMES NOW the Plaintiff Robert H. Braver, and in accordance with Rules 33 and 34 of the Federal Rules of Civil Procedure, hereby request that Defendant Lead Transfer, LLC answer fully and separately, under oath, the following discovery requests within thirty (30) days from the date of service. These discovery requests are deemed continuing to the full extent authorized by the Federal Rules of Civil Procedure.

INSTRUCTIONS AND DEFINITIONS

A. Discovery requests that cannot be answered in full shall be answered as completely as possible, and incomplete answers shall be accompanied by a specification of the reason or reasons for the incompleteness of the answers as well as by a statement of whatever knowledge, information or belief you possess with respect to each unanswered or incompletely answered discovery requests.

B. If objection is made to any of the following discovery requests or if any discovery request is otherwise not answered, state the specific grounds for each objection or failure to answer. If a privilege is alleged as to any information or documents requested, fully identify such information or documents to which such privilege applies, stating the grounds for such privilege.

C. The term "document" is used in the broadest sense and shall mean any medium upon which data, intelligence, or information can be ascertained that is within the possession, custody or control of you, as defined, or of any agent, employee, or representative including, but not limited to, contracts, agreements, communications, correspondence, letters, telegrams, memoranda, desk calendars, records, reports, books, notebooks, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, investigation results, statistical records, diaries, forecasts, work papers, graphs, charts, accounts, financial records, ledgers, vouchers, invoices, analytical records, minutes or records of meetings or conferences, consultants' reports, manuals, catalogs, appraisals, records, reports or summaries of negotiations, bulletins, brochures, handbooks, notes, marginal notations, bills, invoices, checks, drafts, lists, magnetic tapes, computer tapes, disks, cards, printouts, and all other written, printed, stenographic, recorded, or sound reproductions, however produced or reproduced, and all drafts and copies of all of the foregoing, including addenda, supplements, amendments, revision, exhibits, and appendixes thereto.

D. "Person" shall refer to any natural person, any firm, association, partnership, governmental or quasi-governmental entity, corporation of any form or other form of entity.

E. "Identity", "identify", or "identification", when used with reference to an individual person, means to state that individual's full name, business address, and present or last known residential address, residence telephone number and business telephone number.

F. "Identity", "identify", or "identification" when used with reference to a corporation, firm or other entity, means its full name, its form or organization, its present or last known address, and the names of its officers and directors.

G. "Identity", "identify", or "identification", when used in reference to a writing, means to state the date, author, and addressee, the form of the writing (e.g. letter, memorandum, statement, telegram, chart, prospectus, report, or the like), the nature of the writing (e.g. correspondence, statement from witness, etc.) and its present location and/or custodian. If any such writing was, but no longer is, in your possession or control, state what disposition was made of it, the date thereof, the person(s) responsible for making the decision as to such disposition, and the person(s) responsible for carrying out such disposition.

H. "Identity", "identify", or "identification", when used in reference to a photograph means to state the exact nature of the scene depicted therein, identification, as defined, of the photographer, the date the photograph was taken and an identification, as defined, of the current custodian of each photograph.

I. "Identity", "identify", or "identification", when used in reference to an oral conversation, including a telephone conversation, means to state when such conversation took place, where such conversation took place and the full name, present or last known position and business affiliation and business address at the time of the conversation of each party to such conversation.

J. The term "you" or "your" shall mean the entity to which these discovery requests are propounded and its employees, officers, agents, representatives, contractors, insurance

carriers, investigators, independent adjusters, detectives or anyone acting or purporting to act on your behalf.

K. The term "this Defendant" shall mean the entity to which these discovery requests are propounded and its employees, officers, agents, representatives, contractors, insurance carriers, investigators, independent adjusters, detectives or anyone acting or purporting to act on your behalf.

L. "Relating to" or "related to" in addition to its plain and ordinary meaning, shall mean any relationship, association, connection, affiliation, or interrelation, of any kind or sort or of any relevance whatsoever.

M. Unless specified otherwise, the time period referred to herein is the time period specified in Plaintiff's Petition.

N. Whenever used herein, the singular shall be deemed to include the plural and the plural shall be deemed to include singular; the masculine shall be deemed to include the feminine and the feminine shall be deemed to include the masculine; the disjunctive ("or") shall be deemed to include the conjunctive ("and") and the conjunctive ("and") shall be deemed to include the disjunctive ("or"); and each of the functional words "each", "every", "any" and "all" shall be deemed to include each of the other functional words.

O. The term "factual basis" means all statements, actions, documents, oral communications, conduct, or other factual matters which may either directly or inferentially support (i.e., make the existence thereof more probable than would otherwise be the case) the belief, contention, opinion, or conclusion with regard to which the factual basis is requested to be given. Any interrogatory requesting you to identify the "factual basis" for a given subject means to give a detailed statement separately itemizing each evidentiary fact

of which you are aware and intend to prove at trial in support of the contention, belief, or response for which the factual basis is requested and to identify its source (i.e., document, oral communication, etc.). "Factual basis" does not refer to the ultimate and conclusory fact that a contention is based upon examination, observation, and inspection by you, your expert, or any other person, but refers to the evidentiary facts noted in such examination, observation, or inspection giving rise to your or your attorney's or expert's belief and contention.

P. The term "fraudulent electronic mail" and "spam" means an electronic mail message declared to be unlawful under 15 O.S. § 776.1 (A) and (D) or 15 U.S.C. § 7701 et seq.

Q. The term "commercial electronic mail message" means any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including content on an Internet website operated for a commercial purpose).

R. **THE TIME PERIOD FOR THIS DISCOVERY IS JANUARY 1, 2002 TO THE PRESENT.**

INTERROGATORIES

GENERAL OBJECTIONS

1. Lead Transfer objects to these interrogatories to the extent they seek information protected by the attorney-client privilege, work product doctrine, investigative privilege, expert privilege, or any other applicable privilege.
2. Lead Transfer objects to these interrogatories to the extent they seek obligations on Lead Transfer greater than those imposed under the Federal Rules of Civil Procedure.
3. Lead Transfer objects to the interrogatories to the extent they seek an opinion or contention that relates to a question of law or fact of the application of law to fact.

4. Lead Transfer objects to the interrogatories as vague and ambiguous, overly broad, unduly burdensome, lacking foundation and not reasonably calculated to lead to relevant information.

5. Lead Transfer objects to the interrogatories as vague and ambiguous, overly broad, unduly burdensome to the extent that the Interrogatories seek information that can readily and more easily obtained from some source other than the Lead Transfer which is more convenient, less burdensome, or less expensive.

7. Lead Transfer objects to the Interrogatories to the extent they seek information that constitutes trade secret, or other confidential research, development, or commercial information.

8. Lead Transfer objects to the interrogatories as premature to the extent they seek information Lead Transfer does not currently possess but expects to obtain during discovery. Lead Transfer reserves the right to revise or supplement these interrogatory responses as Lead Transfer becomes aware of additional facts during discovery.

9. Lead Transfer objects that the definition of the term "you or your," as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control.

Subject to, and without waiving these general objections (i.e. the foregoing General Objections are incorporated into each response below), Lead Transfer responds as follows:

INTERROGATORY NO. 1 Identify the date of each lead you purchased pertaining to an Oklahoma resident or containing "OK", "Okla", "Okla.", or "Oklahoma" in the lead.

ANSWER:

Lead Transfer objects that the definition of the term "you or your," as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects this interrogatory is overly

broad and burdensome, ambiguous, calls for speculation and is not reasonably calculated to lead to relevant information. Subject to and without waiving the foregoing objections, Lead Transfer answers that it purchases leads in aggregate and cannot identify the dates on which it purchased leads pertaining to an Oklahoma resident or containing "OK", "Okla", "Okla.", or "Oklahoma".

INTERROGATORY NO. 2 Identify the date of each lead you purchased which identified an Oklahoma telephone area code (i.e., 405, 918 or 580) in the lead.

ANSWER:

See response to Interrogatory No. 1.

INTERROGATORY NO. 3 For each lead that is responsive to Interrogatory No. 1 or 2, please identify the name, address, and telephone number listed in the lead.

ANSWER:

See response to Interrogatory No. 1.

INTERROGATORY NO. 4 Who did you purchase the lead from that relates to the decoy submitted by the Plaintiff?

ANSWER:

Lead Transfer objects that the interrogatory lacks foundation, is burdensome, ambiguous as to the word “decoy” and calls for speculation as to the word “decoy,” and is not reasonably calculated to lead to relevant information. Notwithstanding and without waiving the foregoing objections, Lead Transfer does not have sufficient information to answer this interrogatory.

INTERROGATORY NO. 5 Did you have a written agreement under which you sold leads to Defendant Stecroft Holdings, Inc., as successor in interest to Go Apply, Inc., d/b/a eLeadZ? If so, please identify the parties or persons who signed the agreement, the title of the agreement, and identify the current location and record custodian of the agreement.

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects that it lacks foundation to answer the question. Furthermore Lead Transfer objects that the interrogatory is vague, ambiguous, calls for speculation and assumes facts that are not true. Without waiving the foregoing objections, Lead Transfer states that it has never entered into a contract with Stecroft Holdings, Inc.

INTERROGATORY NO. 6 Did you have a written agreement under which you purchased the lead related to the decoy submitted by Plaintiff? If so, please identify the parties or persons who signed the agreement, the title of the agreement, and identify the current location and record custodian of the agreement.

ANSWER:

Lead Transfer objects that the interrogatory lacks foundation, is burdensome, ambiguous as to the word “decoy” and calls for speculation as to the word “decoy,” and not reasonably calculated to lead to relevant information. Notwithstanding and without waiving the foregoing objections, Lead Transfer does not have sufficient information to answer this interrogatory.

INTERROGATORY NO. 7 Describe in detail all information you request or obtain prior to purchasing a lead.

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, and calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects and answers that it does not purchase a single lead; rather it purchases leads in aggregate and does not request or obtain information prior to purchasing an aggregate pool of leads.

INTERROGATORY NO. 8 Identify all marketing materials used by you which refer in anyway to “nationwide.”

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, and calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects that interrogatory is ambiguous, vague, overly broad and burdensome as to the term “nationwide,” and is not reasonably calculated to lead to relevant information. Lead Transfer answers that to the best of its knowledge it does not have in its possession marketing materials that refer to “nationwide.”

INTERROGATORY NO. 9 Identify all marketing materials used by you which refer in anyway to “all fifty states.”

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, and calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects that interrogatory is ambiguous, vague, overly broad and burdensome as to the term “all fifty states,” and is not reasonably calculated to lead to relevant information. Lead Transfer answers that to the best of its knowledge it does not have in its possession marketing materials that refer to “all fifty states.”

INTERROGATORY NO. 10 Identify, in detail, each complaint, allegation, inquiry or criticism you have received which related to a lead that you purchased from the person or entity identified in your Response to Interrogatory No. 4 and was alleged to have been generated by spam email.

ANSWER:

Lead Transfer objects that the interrogatory lacks foundation, is burdensome, ambiguous as to the word “decoy” and calls for speculation as to the word “decoy,” and is not reasonably calculated to lead to relevant information.. Notwithstanding the foregoing objections, Lead Transfer answers that the only complaint, answer, allegation or criticism it has received is the complaint in this case.

INTERROGATORY NO. 11 Describe in detail your knowledge of how the person or entity identified in your response to Interrogatory No. 4 was generating the leads you purchased.

ANSWER:

Lead Transfer incorporates its answer to Interrogatory No. 4; and further objects that Interrogatory No. 11 is ambiguous, vague, overly broad, burdensome and is not reasonably calculated to lead to relevant information. Notwithstanding the forgoing objection Lead Transfer answers that it has no first hand knowledge.

INTERROGATORY NO. 12 Did you perform any evaluation or due diligence of the propriety or lawfulness of the business practices of the lead generator from who you purchased the lead related to the decoy submitted by Plaintiff which you subsequently sold to Stecroft Holdings, Inc., as successor in interest to Go Apply, Inc., d/b/a eLeadZ? If you did, please state when you did so and the results of your evaluations/due diligence in as much detail as you can.

ANSWER:

Lead Transfer objects that the interrogatory lacks foundation, is burdensome, ambiguous as to the word “decoy” and calls for speculation as to the word “decoy, ” and is not reasonably calculated to lead to relevant information. Lead Transfer further objects that the interrogatory is vague, assumes facts that are not true, and requests information subject to the attorney-client and work product privileges.

INTERROGATORY NO. 13 Has anyone ever claimed that Lead Transfer, LLC or lead generators who have Lead Purchase Agreements with Lead Transfer, LLC were selling leads generated by spam? If so, please identify that person by name, address, telephone number and identify all documents related to any such claim or allegation.

ANSWER:

Objection; Lead Transfer lacks sufficient information to respond to the Interrogatory. Lead Transfer further objects that the Interrogatory is vague, overly broad, burdensome and is not reasonably calculated to lead to relevant information. Notwithstanding and without waiving the foregoing objections, Lead Transfer is not aware of any such claims.

INTERROGATORY NO. 14 Has anyone ever claimed that Lead Transfer, LLC or lead generators who have Lead Purchase Agreements with Lead Transfer, LLC sent or caused to be sent unlawful, misleading, deceptive and/or fraudulent commercial electronic mail messages? If so, please identify the name, address and telephone number of the person(s) making such a claim or allegation and identify all documents related to such a claim or allegation.

ANSWER:

Objection; Lead Transfer lacks sufficient information to respond to the Interrogatory. Lead Transfer further objects that the Interrogatory is compound, is vague, overly broad, burdensome and is not reasonably calculated to lead to relevant information. Notwithstanding the foregoing objections, to the best of its knowledge the answer is no.

INTERROGATORY NO. 15 Describe all instances in which Lead Transfer, LLC has been made aware that lead generators who have Lead Purchase Agreements with Lead Transfer, LLC and purchased, sold or otherwise generated the lead related to Plaintiff have obtained leads through fraudulent, unlawful, misleading and/or deceptive commercial electronic mail messages.

ANSWER:

None.

INTERROGATORY NO. 16 Describe what, if any, investigation you have conducted that relates to how the person or entity from whom you purchased the lead related to the decoy submitted by Plaintiff obtains or acquires leads.

ANSWER:

Lead Transfer objects that the interrogatory lacks foundation, is burdensome, ambiguous as to the word "decoy" and calls for speculation as to the word "decoy," and is not reasonably calculated to lead to relevant information. Lead Transfer further objects that the interrogatory is vague, assumes facts that are not true, and requests information subject to the attorney-client and work product privileges. Notwithstanding and without waiving the foregoing objections, Lead Transfer does not have sufficient information to answer this interrogatory.

INTERROGATORY NO. 17 Describe all instances in which Lead Transfer, LLC has been made aware that the lead generators who purchased, sold or otherwise generated the lead relative to Plaintiff and who have Lead Purchase Agreements with Lead Transfer, LLC have obtained leads through commercial electronic mail messages that contain, or is accompanied by, header information that is materially false or materially misleading. For purposes of this interrogatory header information that is technically accurate but includes an originating electronic mail address, domain name, or Internet Protocol address the access to which for purposes of initiating the message was obtained by means of false or fraudulent pretenses or representations shall be considered materially misleading; a "from" line (the line identifying or purporting to identify a person initiating the message)

that accurately identifies any person who initiated the message shall not be considered materially false or materially misleading; and header information shall be considered materially misleading if it fails to identify accurately a protected computer used to initiate the message because the person initiating the message knowingly uses another protected computer to relay or retransmit the message for purposes of disguising its origin.

The term "protected computer" has the meaning given that term in section 1030(e) (2) (B) of title 18, United States Code.

The term "header information" means the source, destination, and routing information attached to an electronic mail message, including the originating domain name and originating electronic mail address, and any other information that appears in the line identifying, or purporting to identify, a person initiating the message.

ANSWER:

None.

INTERROGATORY NO. 18 Describe all instances in which Lead Transfer, LLC has been made aware that any lead that it purchased through a lead purchase agreement from a lead generator that purchased, sold or otherwise generated the lead relative to Plaintiff and was obtained through a commercial electronic mail message that contained, or was accompanied by, header information that was materially false or materially misleading. For purposes of this interrogatory header information that is technically accurate but includes an originating electronic mail address, domain

name, or Internet Protocol address the access to which for purposes of initiating the message was obtained by means of false or fraudulent pretenses or representations shall be considered materially misleading; a "from" line (the line identifying or purporting to identify a person initiating the message) that accurately identifies any person who initiated the message shall not be considered materially false or materially misleading; and header information shall be considered materially misleading if it fails to identify accurately a protected computer used to initiate the message because the person initiating the message knowingly uses another protected computer to relay or retransmit the message for purposes of disguising its origin.

The term "protected computer" has the meaning given that term in section 1030(e) (2) (B) of title 18, United States Code.

The term "header information" means the source, destination, and routing information attached to an electronic mail message, including the originating domain name and originating electronic mail address, and any other information that appears in the line identifying, or purporting to identify, a person initiating the message.

ANSWER:

None.

INTERROGATORY NO. 19 State the number of leads you have purchased since January 1, 2002 that related to an Oklahoma resident or Oklahoma real property.

ANSWER:

1746 leads.

INTERROGATORY NO. 20 Describe in as much detail as you can everything you did to determine whether the lead generators who purchased, sold or otherwise generated the lead related to Plaintiff, complied with the terms of your lead purchase agreements, the CAN_SPAM Act of 2003, 15 U.S.C. 7701 et seq and Title 15, Oklahoma Statutes, 776.1-776.7. This request includes but is not limited to a detailed description and date of any audits, reviews and evaluations of the sources and methods of lead generators in obtaining leads.

ANSWER:

Lead Transfer objects that this interrogatory calls for information protected by the attorney-client privilege and work product doctrine.

INTERROGATORY NO. 19 Please state whether you have purchased other leads which were originally generated by the person or entity you identified in your response to Interrogatory No. 23.

ANSWER:

Lead Transfer objects that the interrogatory is vague, ambiguous, overly broad and not reasonably calculated to lead to relevant information. Notwithstanding the foregoing objections, Lead Transfer states that it has made multiple purchases of leads from every person or entity it has done business with; therefore, although Lead Transfer cannot answer Interrogatory No. 23, the answer is yes.

INTERROGATORY NO. 21 Please state whether you have continued to purchase leads from the person or entity who sold you the lead related to the decoy submitted by Plaintiff.

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects that this interrogatory lacks foundation, is burdensome, ambiguous as to the word “decoy” and calls for speculation as to the word “decoy,” and is not reasonably calculated to lead to relevant information. Without waiving the foregoing objections, Lead Transfer does not have sufficient information to answer this interrogatory.

INTERROGATORY NO. 22 Please state whether you have ever considered terminating the lead purchase agreement or a similar agreement with Stecroft Holdings, Inc., as successors in interest to Go Apply, Inc., d/b/a eLead2 or the person or entity from whom you purchased the lead related to the decoy submitted by Plaintiff? If so, please state the parties to the agreement, the date the agreement was terminated and all reasons for terminating the agreement.

ANSWER:

Lead Transfer objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond

its knowledge and control. Lead Transfer further objects that it lacks foundation to answer the question. Furthermore Lead Transfer objects that the interrogatory is vague, ambiguous, calls for speculation and assumes facts that are not true. Without waiving the foregoing objections Lead Transfer states that it has never entered into a contract with Stecroft Holdings, Inc.

INTERROGATORY NO. 23 Who sent the email which generated the lead that relates to the decoy submitted by Plaintiff.

ANSWER:

Lead Transfer objects that it lacks foundation to answer the interrogatory, and that the interrogatory calls for speculation. Without waiving the foregoing objection, Lead Transfer states that it does not know the answer to the interrogatory.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1 Please produce all contracts with Stecroft Holdings, Inc., as successor in interest to Go Apply, Inc., d/b/a eLeadZ relating to leads on January 1, 2002.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 2 Please produce all contracts with the person or entity you identified in Interrogatory No. 4 relating to leads since January 1, 2002.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 3 Produce all documents related to any analysis, consideration or criticism of the decision to sell leads to Stecroft Holdings, Inc., as successor in interest to Go Apply, Inc., d/b/a eLeadZ.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 4 Produce all documents related to any analysis, consideration or criticism of the decision to purchase leads from the person or entity you identified in your Response to Interrogatory No. 4.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 5 Produce a copy of all written guidelines, procedures or other documents related to your due diligence or investigation of the other lead generators who purchased or sold the lead related to the decoy submitted by the Plaintiff.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 6 Produce a copy all lawsuits, petitions and/or complaints concerning fraudulent electronic mail or your purchase of sales leads generated by electronic mail or internet marketing.

ANSWER:

Other than the complaint filed in this case, Lead Transfer does not have any such documents.

REQUEST NO. 7 Produce any suggestion, proposal or directive to modify, or in any way alter your contracts with any lead generator that purchased, sold or generated the lead that relates to Plaintiff.

ANSWER:

Lead Transfer does not have any such documents.

REQUEST NO. 8 Produce all documents identifying the number of leads you have purchased that relates to Oklahoma residents or Oklahoma real property.

ANSWER:

Lead Transfer objects to the Interrogatories to the extent they seek information that constitute trade secrets, or other confidential research, development, or commercial information. Without waiving the foregoing objection, Lead Transfer is willing to provide the relevant documents under an appropriate protective order.

REQUEST NO. 9 With regard to the person or entity you identified in Interrogatory No. 23, describe your knowledge or awareness as to whether that person or entity has ever caused spam email to be sent to generate a lead.

ANSWER:

Lead Transfer objects that this Request is actually an Interrogatory. Lead Transfer objects that the definition of the term "you or your," as defined in the Instructions and Definitions section; the term is overly broad, burdensome, calls for speculation on the part of Lead Transfer because it calls for information beyond its knowledge and control. Lead Transfer further objects that it lacks foundation to answer the question. Furthermore Lead Transfer objects that the interrogatory is vague, ambiguous, calls for speculation and assumes facts that are not true. Without waiving the foregoing objection, Lead Transfer states that it has no such knowledge or awareness.

REQUEST NO. 10 Produce all documents requested to be identified in your Response to Plaintiff's Interrogatories.

ANSWER:

Lead Transfer objects that the Request for Production is overly broad to the extent that it requests materials not calculated to lead to admissible evidence. Notwithstanding the foregoing objection and general objections, Lead Transfer will provide the relevant documents in accordance with the civil rules.

REQUEST NO. 11 Produce all documents you referred to or reviewed in preparing your responses to Plaintiff's interrogatories.

ANSWER:

Lead Transfer objects that the Request for Production is overly broad to the extent that it requests materials not calculated to lead to admissible evidence. Notwithstanding the foregoing objection and general objections, Lead Transfer will provide the relevant documents in accordance with the civil rules.

REQUEST NO. 12 Produce all marketing materials used by you which refer in anyway to "nationwide."

ANSWER:

Lead Transfer has no such documents.

REQUEST NO. 13 Produce all marketing materials used by you which refer in anyway to "all fifty states."

ANSWER:

Lead Transfer has no such documents.

REQUEST NO. 14 Identify, indicate or describe your ability to deliver leads or custom information for any and all states or regions.

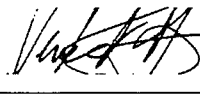
ANSWER:

Lead Transfer Objects that the Request is actually an Interrogatory. Restating its General Objection as to the definition of the word “you” or “your”, Lead Transfer further objects that it lacks foundation to answer the question. Furthermore Lead Transfer objects that the interrogatory is vague, ambiguous, calls for speculation and assumes facts that are not true. Without waiving the foregoing objection, Lead Transfer states that it does not “deliver” leads.

DATED this 8th day of December, 2005.

NEWMAN & NEWMAN,
ATTORNEYS AT LAW, LLP

By:



Derek A. Newman, WSBA No. 26967
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 9th day of December, 2005, I caused the foregoing **DEFENDANT LEAD TRANSFER, LLC'S RESPONSES TO PLAINTIFF'S DISCOVERY DATED NOVEMBER 8, 2005 AND CERTIFICATE OF SERVICE** to be served via the methods listed below on the following party:

Via Email and U.S. Mail to:

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