

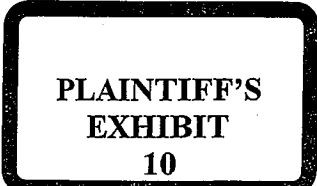
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

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 I-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 FOUST, 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 TANDAX INC.'S RESPONSES TO
PLAINTIFF'S DISCOVERY DATED MARCH 29, 2006**



INTERROGATORY NO. 17 Please state whether you have ever terminated or considered terminating your Lead Supply Agreement with any broker. If so, please state the name and address of the Lead Broker, the date the agreement was terminated and all reasons for terminating or considering termination of the agreement.

ANSWER:

Tandax, Inc. objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section is overly broad, burdensome, lacks foundation, and calls for speculation on the part of Tandax, Inc. because it calls for information beyond Tandax, Inc.’s knowledge and control. Tandax, Inc. objects to the extent this interrogatory is beyond the scope of discovery permitted by the Court’s March 20, 2006 order (Dkt. No. 306), and to the extent this interrogatory is not reasonably calculated to lead to the discovery of relevant information related to jurisdictional issues. Tandax, Inc. objects that this interrogatory lacks foundation and assumes facts that are not true. Without waiving the foregoing objections, Tandax, Inc. answers that it has never had an occasion to terminate or consider terminating a Lead Supply Agreement with a broker.

INTERROGATORY NO. 18 State the number of phone calls you made to Oklahoma residents and/or businesses in Oklahoma since January 1, 2002.

ANSWER:

Tandax, Inc. objects that the definition of the term “you or your,” as defined in the Instructions and Definitions section is overly broad, burdensome, lacks foundation, and calls for speculation on the part of Tandax, Inc. because it calls for information

order. Without waiving the foregoing objections, Tandax, Inc. responds that it has no such documents. See also the response to Request No. 1, fn. 1.

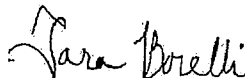
REQUEST NO. 19 Produce all documents that evidence and/or relate to the statement(s) in paragraph no. 16 of the Declaration of Time Foust in support of the Motion to Dismiss of Tim Foust and Tandax, Inc.

ANSWER:

Tandax, Inc. objects to the extent this request calls for information beyond its knowledge or control. Tandax, Inc. objects to the extent this request seeks information constituting trade secrets, or other confidential research, development, or commercial information in the absence of a protective order. Tandax, Inc. objects to the extent this request is beyond the scope of discovery permitted by the Court's March 20, 2006 order (Dkt. No. 306), and to the extent this request is not reasonably calculated to lead to the discovery of relevant information related to jurisdictional issues. Without waiving the foregoing objections, Tandax, Inc. responds that it has no such documents. See also the response to Request No. 1, fn. 1.

DATED this 28th day of April, 2006.

NEWMAN & NEWMAN,
ATTORNEYS AT LAW, LLP



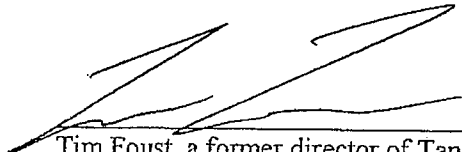
By:

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VERIFICATION

I, Tim Foust, a former director of the previously active Washington corporation Tandax, Inc. have read Tandax, Inc.'s Responses to the Plaintiff's Discovery to Defendant Tandax, Inc., know the contents thereof, and believe the same to be true.

DATED: April 27, 2006.



Tim Foust, a former director of Tandax, Inc.

SUBSCRIBED AND SWORN TO before me this 28 day of April, 2006.



Christie A. O'Donnell
NOTARY PUBLIC in and for the State of
OREGON, residing at Bank of America
My appointment expires NOV. 18 2007
Print Name CHRISTIE A. O'DONNELL

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2006, I caused the foregoing **DEFENDANT TANDAX, INC.'S RESPONSES TO PLAINTIFF'S DISCOVERY, DATED MARCH 29TH, 2006; AND CERTIFICATE OF SERVICE** to be served via the methods listed below on the following party:

Via Email and Federal Express to:

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Diana Au

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