

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

ROBERT H. BRAVER, an individual,

Plaintiff,

vs.

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,

v.

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.

Case No. CIV-04-1013-W

**DEFENDANT STECROFT HOLDINGS, INC.'S ANSWER TO
PLAINTIFF'S THIRD AMENDED COMPLAINT**

Defendant Stecroft Holdings, Inc. ("Stecroft") hereby answers Plaintiff's Third Amended Complaint as follows:

INTRODUCTION

1. Answering Paragraph 1 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

2. Answering Paragraph 2 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 2 and, on that basis, denies them.

3. Answering Paragraph 3 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 3 and, on that basis, denies them.

4. Answering Paragraph 4 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 4 and, on that basis, denies them.

5. Answering Paragraph 5 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 5 and, on that basis, denies them.

6. Answering Paragraph 6 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 6 and, on that basis, denies them.

7. Answering Paragraph 7 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 7 and, on that basis, denies them.

8. Answering Paragraph 8 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 8 and, on that basis, denies them.

9. Answering Paragraph 9 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 9 and, on that basis, denies them.

10. Answering Paragraph 10 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 10 and, on that basis, denies them.

11. Answering Paragraph 11 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 11 and, on that basis, denies them.

12. Answering Paragraph 12 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 12 and, on that basis, denies them.

13. Answering Paragraph 13 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

JURISDICTION AND VENUE

14. Answering Paragraph 14 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 13 herein, inclusive.

15. Answering Paragraph 15 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

16. Answering Paragraph 16 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 16 and, on that basis, denies them.

17. Answering Paragraph 17 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 17 and, on that basis, denies them.

18. Answering Paragraph 18 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

19. Answering Paragraph 19 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

20. Answering Paragraph 20 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

21. Answering Paragraph 21 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

22. Answering Paragraph 22 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

23. Answering Paragraph 23 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

24. Answering Paragraph 24 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

25. Answering Paragraph 25 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

26. Answering Paragraph 26 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

27. Answering Paragraph 27 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

28. Answering Paragraph 28 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

29. Answering Paragraph 29 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

30. Answering Paragraph 30 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

31. Answering Paragraph 31 of the Third Amended Complaint, Stecroft alleges that this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332 and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367. Except as expressly admitted herein, Stecroft denies the remaining allegations contained in Paragraph 31.

32. Answering Paragraph 32 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

33. Answering Paragraph 33 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

THE PARTIES

34. Answering Paragraph 34 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 33 herein, inclusive.

35. Answering Paragraph 35 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 35 and, on that basis, denies them.

36. Answering Paragraph 36 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 36 and, on that basis, denies them.

37. Answering Paragraph 37 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 37 and, on that basis, denies them.

38. Answering Paragraph 38 of the Third Amended Complaint, Stecroft alleges that Stecroft Holdings, Inc. is a Nevada corporation with its principal place of business in Aliso Viejo, California, and is a successor in interest to GoApply, Inc. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 38.

39. Answering Paragraph 39 of the Third Amended Complaint, Stecroft alleges that The Loan Page, Inc. is a Delaware corporation with its principal place of business in San Francisco, California. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 39.

40. Answering Paragraph 40 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 40 and, on that basis, denies them.

41. Answering Paragraph 41 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 41 and, on that basis, denies them.

42. Answering Paragraph 42 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 42 and, on that basis, denies them.

43. Answering Paragraph 43 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 43 and, on that basis, denies them.

44. Answering Paragraph 44 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 44 and, on that basis, denies them.

45. Answering Paragraph 45 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 45 and, on that basis, denies them.

46. Answering Paragraph 46 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 46 and, on that basis, denies them.

47. Answering Paragraph 47 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 47 and, on that basis, denies them.

48. Answering Paragraph 48 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 48 and, on that basis, denies them.

49. Answering Paragraph 49 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 49 and, on that basis, denies them.

50. Answering Paragraph 50 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 50 and, on that basis, denies them.

51. Answering Paragraph 51 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 51 and, on that basis, denies them.

52. Answering Paragraph 52 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 52 and, on that basis, denies them.

53. Answering Paragraph 53 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 53 and, on that basis, denies them.

54. Answering Paragraph 54 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 54 and, on that basis, denies them.

55. Answering Paragraph 55 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 55 and, on that basis, denies them.

56. Answering Paragraph 56 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 56 and, on that basis, denies them.

57. Answering Paragraph 57 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 57 and, on that basis, denies them.

58. Answering Paragraph 58 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 58 and, on that basis, denies them.

59. Answering Paragraph 59 of the Third Amended Complaint, Stecroft alleges that the identity of Liberty Lead Source, Tim Faust, DotCom Marketing Group, Inc., Inetmedia, Leadcorp, and Lead Transfer, LLC, were provided to Plaintiff by Stecroft and Stecroft represented that these entities provided leads to Stecroft related to the decoy names identified by Plaintiff. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 59.

60. Answering Paragraph 60 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 60 and, on that basis, denies them.

61. Answering Paragraph 61 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 61 and, on that basis, denies them.

62. Answering Paragraph 62 of the Third Amended Complaint, Stecroft alleges that the identity of Abascus Enterprise, Inc. and Tandax, Inc., were provided to Plaintiff by Defendant The Loan Page, Inc., and The Loan Page, Inc. represented that these entities provided leads to The Loan Page, Inc. related to the decoy names identified by Plaintiff. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 62.

63. Paragraph 63 is a statement of Plaintiff's legal position concerning amending his complaint, to which no response is required. To the extent that any material allegations of fact are made in Paragraph 63, Stecroft denies the allegations contained therein.

64. Answering Paragraph 64 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 64 and, on that basis, denies them.

THE PLAINTIFF'S SERVER FACILITIES AND OPERATIONS

65. Answering Paragraph 65 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 64 herein, inclusive.

66. Answering Paragraph 66 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 66 and, on that basis, denies them.

67. Answering Paragraph 67 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 67 and, on that basis, denies them.

DEFENDANTS' UNLAWFUL CONDUCT

68. Answering Paragraph 68 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 67 herein, inclusive.

69. Answering Paragraph 69 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 69 and, on that basis, denies them.

70. Answering Paragraph 70 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

71. Answering Paragraph 71 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

72. Answering Paragraph 72 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

73. Answering Paragraph 73 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 73 and, on that basis, denies them.

74. Answering Paragraph 74 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

75. Answering Paragraph 75 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

76. Answering Paragraph 76 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

77. Answering Paragraph 77 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

78. Answering Paragraph 78 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 78 and, on that basis, denies them.

79. Answering Paragraph 79 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 79 and, on that basis, denies them.

80. Answering Paragraph 80 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 80 and, on that basis, denies them.

81. Answering Paragraph 81 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 81 and, on that basis, denies them.

82. Answering Paragraph 82 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 82 and, on that basis, denies them.

83. Answering Paragraph 83 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 83 and, on that basis, denies them.

84. Answering Paragraph 84 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 84 and, on that basis, denies them.

85. Answering Paragraph 85 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 85 and, on that basis, denies them.

86. Answering Paragraph 86 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 86 and, on that basis, denies them.

87. Answering Paragraph 87 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 87 and, on that basis, denies them.

88. Answering Paragraph 88 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 88 and, on that basis, denies them.

89. Answering Paragraph 89 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 89 and, on that basis, denies them.

90. Answering Paragraph 90 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 90 and, on that basis, denies them.

91. Answering Paragraph 91 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 91 and, on that basis, denies them.

92. Answering Paragraph 92 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 92 and, on that basis, denies them.

93. Answering Paragraph 93 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 93 and, on that basis, denies them.

94. Answering Paragraph 94 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 94 and, on that basis, denies them.

95. Answering Paragraph 95 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 95 and, on that basis, denies them.

96. Answering Paragraph 96 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient

information or belief to answer the remaining allegations of Paragraph 96 and, on that basis, denies them.

97. Answering Paragraph 97 of the Third Amended Complaint, Stecroft alleges that it sold a mortgage lead referencing the name “Frederick Freemont” to Ameriquest. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 97.

98. Answering Paragraph 98 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 98 and, on that basis, denies them.

99. Answering Paragraph 99 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 99 and, on that basis, denies them.

100. Answering Paragraph 100 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 100 and, on that basis, denies them.

101. Answering Paragraph 101 of the Third Amended Complaint, Stecroft alleges that it sold a mortgage lead referencing the name “Jake Sparks” to Ameriquest. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 101.

102. Answering Paragraph 102 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 102 and, on that basis, denies them.

103. Answering Paragraph 103 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 103 and, on that basis, denies them.

104. Answering Paragraph 104 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 104 and, on that basis, denies them.

105. Answering Paragraph 105 of the Third Amended Complaint, Stecroft alleges that it sold a mortgage lead referencing the name “Leroy Crockett” to Ameriquest. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 105.

106. Answering Paragraph 106 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 106 and, on that basis, denies them.

107. Answering Paragraph 107 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 107 and, on that basis, denies them.

108. Answering Paragraph 108 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 108 and, on that basis, denies them.

109. Answering Paragraph 109 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 109 and, on that basis, denies them.

110. Answering Paragraph 110 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 110 and, on that basis, denies them.

111. Answering Paragraph 111 of the Third Amended Complaint, Stecroft alleges that it sold a mortgage lead referencing the name “Maribel Bacon” to Ameriquest. Except as expressly admitted herein, Stecroft denies the allegations of Paragraph 111.

112. Answering Paragraph 112 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 112 and, on that basis, denies them.

113. Answering Paragraph 113 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 113 and, on that basis, denies them.

114. Answering Paragraph 114 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 114 and, on that basis, denies them.

115. Answering Paragraph 115 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 115 and, on that basis, denies them.

116. Answering Paragraph 116 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient information or belief to answer the remaining allegations of Paragraph 116 and, on that basis, denies them.

117. Answering Paragraph 117 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 117 and, on that basis, denies them.

118. Answering Paragraph 118 of the Third Amended Complaint, Stecroft denies the allegations pertaining to Stecroft contained therein. Stecroft currently lacks sufficient

information or belief to answer the remaining allegations of Paragraph 118 and, on that basis, denies them.

119. Answering Paragraph 119 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 119 and, on that basis, denies them.

120. Answering Paragraph 120 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 120 and, on that basis, denies them.

121. Answering Paragraph 121 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 121 and, on that basis, denies them.

122. Answering Paragraph 122 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 122 and, on that basis, denies them.

123. Answering Paragraph 123 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 123 and, on that basis, denies them.

124. Answering Paragraph 124 of the Third Amended Complaint, Stecroft currently lacks sufficient information or belief to answer the allegations of Paragraph 124 and, on that basis, denies them.

FIRST CAUSE OF ACTION

(CAN-SPAM ACT: 15 U.S.C. § 7704(A)(1))

125. Answering Paragraph 125 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 124 herein, inclusive.

126. Answering Paragraph 1126 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

127. Answering Paragraph 127 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

128. Answering Paragraph 128 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

129. Answering Paragraph 129 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

130. Answering Paragraph 130 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

SECOND CAUSE OF ACTION

(CAN-SPAM ACT: 15 U.S.C. §§ 7704(A)(2, 3, AND 5))

131. Answering Paragraph 131 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 130 herein, inclusive.

132. Answering Paragraph 132 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

133. Answering Paragraph 133 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

134. Answering Paragraph 134 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

135. Answering Paragraph 135 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

THIRD CAUSE OF ACTION

(OKLAHOMA FRAUDULENT USE OF ELECTRONIC MAIL

STATUTES: 15 O.S. §§ 776.1-776.4)

136. Answering Paragraph 136 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 135 herein, inclusive.

137. Answering Paragraph 137 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

138. Answering Paragraph 138 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

139. Answering Paragraph 139 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

FOURTH CAUSE OF ACTION

(OKLAHOMA UNSOLICITED COMMERCIAL ELECTRONIC MAIL

STATUTES: 15 O.S. §§ 776.5-776.7)

140. Answering Paragraph 140 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 139 herein, inclusive.

141. Answering Paragraph 141 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

142. Answering Paragraph 142 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

143. Answering Paragraph 143 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

144. Answering Paragraph 144 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

FIFTH CAUSE OF ACTION

(CIVIL CONSPIRACY)

145. Answering Paragraph 145 of the Third Amended Complaint, Stecroft re-alleges and incorporates its responses to Paragraphs 1 through 144 herein, inclusive.

146. Answering Paragraph 146 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

147. Answering Paragraph 147 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

148. Answering Paragraph 148 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

149. Answering Paragraph 149 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

150. Answering Paragraph 150 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

151. Answering Paragraph 151 of the Third Amended Complaint, Stecroft denies the allegations contained therein.

SEPARATE AND AFFIRMATIVE DEFENSES

FIRST SEPARATE AND AFFIRMATIVE DEFENSE

(FAILURE TO STATE A CAUSE OF ACTION)

1. Stecroft is informed and believes, and based thereon alleges, that each and every cause of action in the Third Amended Complaint fails to state facts sufficient to constitute any claim upon which relief may be granted against Stecroft.

SECOND SEPARATE AND AFFIRMATIVE DEFENSE

(LACK OF STANDING)

2. Stecroft is informed and believes, and based thereon alleges, that Plaintiff is not a legitimate electronic mail service provider as defined under 15 O.S. § 776.5 and is not a legitimate provider of Internet access service under the CAN-SPAM Act and, therefore, lacks standing with respect to the claims set forth in the Third Amended Complaint.

THIRD SEPARATE AND AFFIRMATIVE DEFENSE

(CONSENT)

3. Stecroft is informed and believes, and based thereon alleges, that Plaintiff, by his knowledge, statements and/or conduct, has consented and/or acquiesced to the alleged acts and/or commissions of Stecroft as described in the Third Amended Complaint.

FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

(ESTOPPEL)

4. Stecroft is informed and believes, and based thereon alleges, that Plaintiff is estopped from asserting the claims raised in the Third Amended Complaint.

FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

5. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred by any and all applicable federal and state statutes of limitations.

SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

(LACHES)

6. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred by the doctrine of laches.

SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

(MISTAKE)

7. Stecroft is informed and believes, and based thereon alleges, that any acts and/or omissions of Stecroft giving rise to Plaintiff's claims are the result of innocent mistake despite reasonable procedures implemented by Stecroft.

EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

(CONDUCT OF PLAINTIFF/THIRD PARTIES)

8. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred, in whole or in part, because Plaintiff's own conduct and/or the conduct of third parties was the sole and proximate cause, or a contributing proximate cause, of whatever loss Plaintiff allegedly incurred and/or will allegedly incur, if any.

NINTH SEPARATE AND AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

9. Stecroft is informed and believes, and based thereon alleges, that Plaintiff has failed, refused and/or neglected to take reasonable and necessary steps to mitigate his alleged damages, if any.

TENTH SEPARATE AND AFFIRMATIVE DEFENSE

(LEGITIMATE BUSINESS TRANSACTION)

10. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred, in whole or in part, because Stecroft acted at all times within the realm of legitimate business transactions.

ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

(LAWFUL CONDUCT)

11. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred, in whole or in part, because Stecroft acted lawfully in defense of its own interests.

TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE

(UNCONSTITUTIONAL – VIOLATES DORMANT COMMERCE CLAUSE)

12. Stecroft is informed and believes, and based thereon alleges, that the Oklahoma Fraudulent Use of Electronic Mail Statutes, 5 O.S. §§ 776.1 – 776.4, and the Oklahoma Unsolicited Commercial Electronic Mail Statutes, 15 O.S. §§ 776.5 – 776.7, are unconstitutional in that they violate the Dormant Commerce Clause of the United States Constitution.

THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(CONTRIBUTION)

13. Stecroft is informed and believes, and based thereon alleges, that any harm alleged by Plaintiff could be attributed to several causes, and the damages for this harm, if any, should be apportioned among the various causes according to the contribution of each cause to the harm sustained.

FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(NO DUTY)

14. Stecroft is informed and believes, and based thereon alleges, that Stecroft owes no duty to Plaintiff to control the alleged conduct of third parties.

FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(STECROFT EXCUSED)

15. Stecroft is informed and believes, and based thereon alleges, that any purported act or omission on the part of Stecroft was excused by the actions of Plaintiff.

SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(AUTHORIZATION/RATIFICATION)

16. Stecroft is informed and believes, and based thereon alleges, that Plaintiff expressly, ostensibly and/or implicitly authorized or ratified the transactions alleged in the Third Amended Complaint.

SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(COMMERCIALLY REASONABLE ACTIONS)

17. Stecroft is informed and believes, and based thereon alleges, that Stecroft acted in a commercially reasonable manner with regard to any contract at issue in this action.

EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(NO RATIFICATION BY STECROFT)

18. Stecroft is informed and believes, and based thereon alleges, that no officer, director, or managing agent of Stecroft ratified the conduct alleged by Plaintiff.

NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE

(PREEMPTION)

19. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's state law claims are preempted by federal law, including but not limited to, the federal CAN-SPAM Act of 2003, 15 U.S.C. § 7701 *et seq.*

TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE

(NO INJURY)

20. Stecroft is informed and believes, and based thereon alleges, that Plaintiff has not suffered any compensable injury as a result of Stecroft's alleged actions and, as a result, is not entitled to an award against Stecroft.

TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE

(SPECULATIVE DAMAGES)

21. Stecroft is informed and believes, and based thereon alleges, that the damages claimed by Plaintiff are speculative.

TWENTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE

(NO NEGLIGENT OR WILLFUL CONDUCT)

22. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred, in whole or in part, because Stecroft acted in accordance with its responsibilities under all applicable laws and did not engage in willful and/or negligent conduct with respect to Plaintiff or in any other conduct that would subject Stecroft to liability or damages to Plaintiff.

TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE

(FAILURE TO JOIN INDISPENSABLE PARTY)

23. Stecroft is informed and believes, and based thereon alleges, that the damages of which Plaintiff complains were caused, in whole or in part, by non-parties whom Plaintiff has failed to join in this action.

TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

(APPORTIONMENT)

24. Without admitting that any damages were suffered by Plaintiff, if damages were suffered by Plaintiff as alleged in the Third Amended Complaint, those damages were proximately caused by and/or contributed to by entities or persons other than Stecroft. The liability of all defendants or responsible parties, named or unnamed, should be apportioned

according to the relative degrees of fault, and the liability of Stecroft should be reduced accordingly.

TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

(PRIVILEGE)

25. Stecroft is informed and believes, and based thereon alleges, that Stecroft was privileged in doing any or all of the acts alleged in the Third Amended Complaint.

TWENTY-SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

(JUSTIFICATION)

26. Stecroft is informed and believes, and based thereon alleges, that Stecroft was justified in doing any or all of the acts alleged in the Third Amended Complaint.

TWENTY-SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

(THIRD PARTY INDEPENDENT CONTRACTORS)

27. Stecroft is informed and believes, and based thereon alleges, that the acts and/or omissions alleged in the Third Amended Complaint were committed by independent third parties for which Stecroft has no responsibility.

TWENTY-EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

(DEPRIVATION OF PROPERTY WITHOUT DUE PROCESS OF LAW)

28. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's alleged statutory damages are so grossly disproportionate to any actual damages, if any, suffered by Plaintiff as to constitute a deprivation of property without due process of law.

TWENTY-NINTH SEPARATE AND AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

29. Stecroft is informed and believes, and based thereon alleges, that Plaintiff's claims are barred by the unclean hands doctrine.

THIRTIETH SEPARATE AND AFFIRMATIVE DEFENSE

(WAIVER)

30. Stecroft is informed and believes, and based thereon alleges, that Plaintiff has waived his rights, if any, to bring this action.

THIRTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE

(VIOLATION OF FIRST AMENDMENT)

31. Stecroft is informed and believes, and based thereon alleges, that some and/or all of the conduct that is alleged to be unlawful or improper in the Third Amended Complaint is protected by the free speech provisions of the First Amendment to the United States Constitution.

THIRTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE

(LACK OF PERSONAL JURISDICTION)

32. Stecroft is informed and believes, and based thereon alleges, that this Court lacks personal jurisdiction over this matter because Stecroft does not have sufficient minimum contacts with the state of Oklahoma.

THIRTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE

(IMPROPER VENUE)

33. Stecroft is informed and believes, and based thereon alleges, that the venue for this action is improper.

THIRTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

(RESERVATION OF DEFENSES)

34. Stecroft presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Stecroft reserves the right to assert further affirmative defenses in the event that discovery indicates that additional defenses are appropriate.

RELIEF REQUESTED

Defendant Stecroft Holdings, Inc. requests judgment as follows:

- A.** That Plaintiff takes nothing by the Third Amended Complaint;

- B.** That the Third Amended Complaint be dismissed with prejudice;
- C.** That the Court award Stecroft expenses and costs, including attorneys' fees to the extent allowed by law in this action;
- D.** That the Court grant Stecroft such further relief to which Stecroft may now or hereafter be entitled.

Dated: October 27, 2006

Respectfully submitted,

**FELLERS, SNIDER, BLANKENSHIP,
BAILEY & TIPPENS, P.C.**

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CERTIFICATE OF SERVICE

This is to certify that on the 27th day of October, 2006, the attached document "Defendant Stecroft Holdings, Inc.'s Answer to Plaintiff's Third Amended Complaint," was electronically transmitted to the Clerk of the Court for the Western District of Oklahoma via the ECF System for filing. The Clerk of the Court will electronically transmit a Notice of Electronic Filing to the following ECF registered parties:

5:04-cv-1013 Notice will be electronically mailed to:

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5:04-cv-1013 Notice will be delivered by other means to:

Nick Hetcher
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Marinette, WI 54143

/s/ Steven J. Adams