

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TODD J. HOLLIS,

Plaintiff,

vs.

TASHA C. JOSEPH, individually, and as owner
and operator of DONTDATEHIMGIRL.COM,
EMPRESS MOTION PICTURES, doing
business as THE CAVELLE COMPANY, INC.,
MERITT LATTIMORE DALLAS, ALESIA
ROSCOV, ANNA DOE, BARBARA DOE,
CATHERINE DOE, DEBORAH DOE, and
EMILY DOE,

Defendants.

) CIVIL DIVISION

) No. GD 06-12677

) Code: 008

) **BRIEF IN SUPPORT OF**
) **PRELIMINARY OBJECTIONS TO**
) **COMPLAINT (CORRECTED COPY)**

) Filed on behalf of Defendants Tasha C.
) Joseph, individually, and as owner and
) operator of DONTDATEHIMGIRL.COM,
) and EMPRESS MOTION PICTURES, doing
) business as THE CAVELLE COMPANY,
) INC.

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BRIEF IN SUPPORT OF PRELIMINARY OBJECTIONS TO COMPLAINT
(CORRECTED VERSION)

I. INTRODUCTION

Plaintiff Todd J. Hollis filed this defamation action to recover damages allegedly arising from anonymous postings on a website, <http://www.dontdatehimgirl.com>. Hollis contends that Defendants Tasha C. Joseph and The Cavelle Company, Inc. (collectively, "Website Operator") are liable for publishing the defamatory postings by others. The remaining individual Defendants, some of whom are sued under fictitious "Doe" names, allegedly made the postings about Hollis on the website.

Website Operator filed preliminary objections to the Complaint asserting that Pennsylvania lacks personal jurisdiction and, in the alternative, that the Website Operator is not liable as a publisher pursuant to a federal statute codified in pertinent part at 47 U.S.C. § 230. This Brief is in support those preliminary objections.

This case involves the Internet, and, more specifically, the World Wide Web. "The Internet is a vast, interactive medium consisting of a decentralized network of computers around the world." *American Library Ass'n v. United States*, 201 F. Supp. 2d 401, 416 (E.D. Pa. 2002), *rev'd on other grounds*, 539 U.S. 194 (2003). The World Wide Web is a part of the Internet that consists of a network of computers, called 'Web servers,' that host 'pages' of content accessible via the Hypertext Transfer Protocol or 'HTTP.'" *Id.* at 416-17. Anyone with a computer connected to the Internet can search for and retrieve information stored on Web servers located around the world.¹ *See id.* at 417.

¹ The results of a sample survey indicate that in 2004, statistically 134,440,000 adults would have engaged in some form of online/Internet usage during the 30 days prior to the survey. U.S. Census Bureau, Statistical Abstract of the United States: 2007 at 723 (Table 1137).

Users access the World Wide Web by running a program called a "browser" on their computers. The browser displays the various types of content found on the Web and lets the user follow the connections built into Web pages which are referred to as "hypertext links" or just "links." *See id.*

"A 'Web page' is one or more files a browser graphically assembles to make a viewable whole when a user requests content over the Internet." *Id.* Web pages may contain text, images, buttons, form fields that the user can fill in, and links to other Web pages. *See id.*

"Web site" is a term that can be used in several different ways:

[Web site] may refer to all of the pages and resources available on a particular Web server. It may also refer to all the pages and resources associated with a particular organization, company or person, even if these are located on different servers, or in a subdirectory on a single server shared with other, unrelated sites. Typically, a Web site has as an intended point of entry, a "home page," which includes links to other pages on the same Web site or to pages on other sites.

Id.

II. FACTUAL BACKGROUND

In his Complaint,² Plaintiff alleges that Defendant Tasha C. Joseph is the founder, owner and operator of a website known as DontDateHimGirl.com. (Complaint at paragraphs 2, 12). Plaintiff alleges that Defendant the Cavelle Company, Inc. is the registrant for the domain name "dontdatehimgirl.com" (Complaint at paragraph 52). DontDateHimGirl.com is a website

The results of a 2005 survey indicate that, for Internet users 18 or older, 64 percent of those surveyed had used the Internet in the past day and 30 percent had surfed the Web for fun in the past day. *See id.* at 725 (Table 1140).

² The facts set forth in this section are taken from the Complaint and are assumed to be true for purposes of this Brief only.

that permits women to make anonymous posting about men who have allegedly “cheated on them.” (Complaint at paragraph 15).

On or about May 24, 2006, a profile of Plaintiff appeared on the DontDateHimGirl.com website. (Complaint at paragraph 19). Subsequently, additional profiles of the Plaintiff were posted. (Complaint at paragraphs 25, 29 and 33).

Plaintiff alleges that profiles of him posted on DontDateHimGirl.com falsely state that: (a) he has multiple children; (b) he has herpes; (c) he has transmitted a STD to an anonymous poster; (d) he is gay or bisexual; and variously (e) his “crib is a dump,” he “wears dirty clothes,” and he “complains about paying child support for his kids.” (Complaint at paragraphs 40, 54). Plaintiff also alleges that these statements constitute “defamation per se.” (Complaint at paragraphs 41, 55).

Plaintiff does not claim that Website Operator submitted these profiles; instead, Plaintiff pleads that “anonymous posters” submitted these profiles. (Complaint at paragraphs 15, 20, 26, 30, and 34). Plaintiff asserts that Website Operator published the allegedly defamatory statements with knowledge of their falsity or with reckless disregard as to their truth (Complaint at paragraphs 42 and 56), and he seeks compensatory and punitive damages in excess of \$50,000, plus interest and the costs of the suit.

III. PENNSYLVANIA LACKS PERSONAL JURISDICTION OVER THE WEBSITE OPERATOR

A. The Basis for General *In Personam* Jurisdiction

Pennsylvania courts are able to exercise two types of *in personam* jurisdiction over non-resident defendants, general and specific. *Efford v. Jockey Club*, 796 A.2d 370, 373 (Pa. Super. 2002). Specific *in personam* jurisdiction is present “[w]hen a state exercises personal jurisdiction over a non-resident defendant in a suit arising out of or related to the defendant’s

contacts within the forum.” *Kubik v. Letteri*, 614 A.2d 1110, 1113 (Pa. 1992). Specific *in personam* jurisdiction is not at issue in this case because the alleged acts of the Website Operator giving rise to Plaintiff’s defamation claims did not occur within the Commonwealth of Pennsylvania. *See Efford*, 796 A.2d at 373.

General *in personam* jurisdiction is “founded upon a defendant’s general activities within the forum as evidenced by continuous and systematic contacts with the state.” *See id.* An important distinction between the two types of *in personam* jurisdiction is that a “plaintiff must show significantly more than mere minimum contacts to establish general jurisdiction.” *Molnlycke Health Care AB v. Dumex Med. Surgical Prods. Ltd.*, 64 F. Supp. 2d 448, 450 (E.D. Pa. 1999) (citing *Provident Nat’l Bank v. California Fed. S & L Ass’n*, 819 F.2d 434, 437 (3d Cir. 1987)).

The exercise of *in personam* jurisdiction must be tested against the due process clause of the Fourteenth Amendment of the United States Constitution, and the Pennsylvania long arm statute (42 Pa.C.S. § 5322). *Efford*, 796 A.2d at 373; *see also* 1 Standard Pennsylvania Practice 2d § 2:104. “In order to meet constitutional muster, a defendant’s contacts with the forum state must be such that the defendant could reasonably anticipate being called to defend itself in the forum.” *Efford*, 796 A.2d at 373.

B. Plaintiff has Failed to Meet His Burden of Proof in Support of an Argument that Website Operator is Subject to *In Personam* Jurisdiction in the Commonwealth of Pennsylvania.

Pa.R.C.P. 1028(a)(1) provides that preliminary objections may be filed by a party based upon a “lack of jurisdiction over the subject matter or the person of the defendant.” The Superior Court has held that the burden of proof is ultimately on the party asserting that there is support for a court’s exercise of *in personam* jurisdiction:

Once the movant has supported its jurisdictional objection, the burden shifts to the party asserting jurisdiction to prove that there is statutory and constitutional support for the trial court's exercise of *in personam* jurisdiction.

Efford, 796 A.2d at 373; see also *L & M Optical v. Hour Eyes Optometrists/R. Samit*, No. 6704 of 1993 (C.P. Allegheny Cty. Sept. 19, 1994) (Wettick, J.) (same).

Website Operator properly raised its preliminary objection to this Court's exercise of *in personam* jurisdiction pursuant to Pa.R.C.P. 1028(a)(1). Website Operator filed the "Affidavit of Tasha C. Joseph in Support of Preliminary Objection to Complaint Pursuant to Pa.R.C.P. 1028(a)(1)" and the "Affidavit of Google Inc. in Support of Preliminary Objection Pursuant to Pa.R.C.P. 1028(a)(1)." Website Operator also took the deposition of Google, Inc. on December 18, 2006 ("Google Deposition").

Plaintiff has failed to meet his burden of proving "that there is statutory and constitutional support for the trial court's exercise of *in personam* jurisdiction." *Efford*, 796 A.2d at 373. Plaintiff has not submitted any evidence to this Court in support of his burden of proving that Website Operator is subject to *in personam* jurisdiction in the Commonwealth of Pennsylvania.³ Instead, the Plaintiff filed an untimely "Answer to Preliminary Objections Raising Questions of Fact."

³ On October 20, 2006, Judge Wettick directed that depositions regarding jurisdictional issues be taken in 60 days. Plaintiff scheduled Defendant Tasha C. Joseph's deposition for the 59th day of this 60 day period. Plaintiff's counsel also served discovery requests on Website Operator. These discovery requests were due Monday, December 18, 2006, the same day Ms. Joseph's deposition was scheduled. Website Operator nevertheless served its discovery responses on Friday December 15, 2006, three days before they were actually due. These discovery responses, attached under Tab "A", include objections to obviously overbroad requests that were not "reasonably calculated" to lead to the discovery of jurisdictional evidence. On the day that Ms. Joseph's deposition was scheduled, Plaintiff's counsel sent a fax, attached under Tab "B", unilaterally canceling Ms. Joseph's deposition.

C. The Legal Framework of *In Personam* Jurisdiction Issues Involving the Operation of Out-of-State Internet Websites.

In determining whether personal jurisdiction over an out-of-state Internet website is permissible, Pennsylvania courts have adopted the “sliding scale” analysis of *Zippo Mfg. Co. v. Zippo Dot Com., Inc.*, 952 F. Supp. 1119, 1124 (W.D. Pa. 1997). See, e.g., *Efford*, 796 A.2d at 374; *Mar-Eco, Inc. v. T & R & Sons Towing & Recovery Inc.*, 837 A.2d 512, 516-17 (Pa. Super. 2003). In *Zippo*, the court stated, “the likelihood that personal jurisdiction can be constitutionally exercised is directly proportionate to the nature and quality of commercial activity that an entity conducts over the Internet.” *Zippo Mfg.*, 952 F. Supp. at 1124. The “sliding scale” analysis has been applied to both general and specific personal jurisdiction issues. See *Molnlycke*, 64 F. Supp. 2d at 451; *Efford*, 796 A.2d at 374.

The *Zippo* court identified three levels of Internet activity and provided guidance regarding the corresponding likelihood of personal jurisdiction being asserted at each level. At one end of the spectrum, the exercise of personal jurisdiction is proper in cases where the “defendant clearly does business over the Internet.” *Zippo Mfg.*, 952 F. Supp. at 1124. These cases involve situations where “the defendant enters into contracts with residents of a foreign jurisdiction that involve the knowing and repeated transmission of computer files over the Internet.” *Id.* At the opposite end of the spectrum, the exercise of personal jurisdiction is not proper where the defendant is operating a passive website. *Id.* These cases involve situations “where a defendant has simply posted information on an Internet website which is accessible to users in foreign jurisdictions.” *Id.* The middle ground of this spectrum is comprised of interactive websites “where a user can exchange information with the host computer.” *Id.* “In these cases, the exercise of jurisdiction is determined by examining the level of interactivity and commercial nature of the exchange of information that occurs on the Web site.” *Id.*

Subsequent decisions analyzing general jurisdiction and the operation of foreign websites have focused on whether a defendant's website specifically "targets" Pennsylvanians in deciding if contacts with Pennsylvania were sufficient to establish *in personam* jurisdiction. *Molnlycke*, 64 F. Supp. 2d at 452; *Snyder v. Dolphin Encounters Ltd.*, 235 F. Supp. 2d 433, 440 (E.D. Pa. 2002). One such subsequent decision noted that "[t]he Third Circuit and its district courts have typically required a very high showing before exercising general jurisdiction, and the court sees no reason for the internet to change this approach." *Molnlycke*, 64 F. Supp. 2d at 451.

D. The Commercial Activity that DontDateHimGirl.com Conducts Over the Internet is Insufficient to Exercise *In Personam* Jurisdiction Over the Website Operator.

As set forth in *Zippo*, and as adopted by the Superior Court in *Efford*, the "likelihood that personal jurisdiction can be constitutionally exercised is directly proportionate to the nature and quality of commercial activity that an entity conducts over the Internet." *Zippo*, 952 F. Supp. at 1124; *Efford*, 796 A.2d at 374. Plaintiff has failed to carry his burden of establishing that the "nature and quality of commercial activity" that DontDateHimGirl.com conducts over the Internet is sufficient to subject the Website Operator to *in personam* jurisdiction in Pennsylvania.

1. The Website DontDateHimGirl.com is Substantially Non-Commercial in Nature.

The Cavelle Company, Inc. owns and operates the website DontDateHimGirl.com. (Joseph Affidavit at paragraph 7). DontDateHimGirl.com's server is located in the State of Florida, and all website operations take place in the State of Florida. (Joseph Affidavit at paragraph 8). The website DontDateHimGirl.com is plainly an Internet website that is "foreign" to the Commonwealth of Pennsylvania.

DontDateHimGirl.com is a minimally interactive website in that an individual posts information about men and that posted information appears in the form of a "profile,"

which may include pictures. (Preliminary Objection at paragraph 18; Answer to Preliminary Objection at paragraph 7). DontDateHimGirl.com does not specifically solicit residents of Pennsylvania to post profiles on the website. (Joseph Affidavit at paragraph 18).

The main activity that occurs on DontDateHimGirl.com is not commercial in nature. DontDateHimGirl.com provides a service allowing women to post information on the Internet concerning their experiences with certain men. This posted information appears on the website in the form of a "profile." (Complaint at paragraphs 14, 15).

Neither the interactivity nor the exchange of information relating to Pennsylvania that occurs on DontDateHimGirl.com is sufficient to provide the necessary level of support for the exercise of *in personam* jurisdiction based on the operation of the website.

2. DontDateHimGirl.com's Online Store and Advertising Do Not Produce a Sufficient Level of Commercial Activity for the Exercise of *In Personam* Jurisdiction.

The commercial activity that is conducted on DontDateHimGirl.com is insufficient to subject the Website Operator to *in personam* jurisdiction in Pennsylvania. DontDateHimGirl.com maintains on its server in Miami, Florida an online store where users of the website may purchase clothing and accessory items. The online store at DontDateHimGirl.com has sold approximately \$200.00 worth of merchandise to residents of Pennsylvania, which is less than 5% of the online store's total sales. (Joseph Affidavit at paragraph 19).

DontDateHimGirl's maintenance of an online store and the presence of advertising on the website do not rise to the level of commercial activity that is necessary to subject the Website Operator to *in personam* jurisdiction in Pennsylvania. Recent decisions from the United States District Court for the Eastern District of Pennsylvania provide guidance as to how to assess the effect of online product sales and website advertising as part of the process of

determining whether a court may exercise general *in personam* jurisdiction. See *Molnlycke*, 64 F. Supp. 2d at 448; *Snyder*, 235 F. Supp. 2d at 433; *Resnick v. Manfredy*, 52 F. Supp. 2d 462, 468 (E.D. Pa. 1999). As is stated above, in analyzing the quality of these contacts, a court should consider whether DontDateHimGirl.com's online store and advertising specifically "target" Pennsylvanians. *Molnlycke*, 64 F. Supp. 2d at 452; *Snyder*, 235 F. Supp. 2d at 440.

In relation to the sale of products online, the court in *Molnlycke* stated:

To hold that the possibility of ordering products from a website establishes general jurisdiction would effectively hold that any corporation with such a website is subject to general jurisdiction in every state. The court is not willing to take such a step.

Molnlycke, 64 F. Supp. 2d at 451. It is clear that the existence of DontDateHimGirl.com's online store, offering products for sale to anyone with access to the Internet, cannot establish "continuous and systematic" contacts with Pennsylvania.

Website Operator does not specifically "target" Pennsylvania residents through DontDateHimGirl.com's online store. DontDateHimGirl.com does not specifically solicit residents of Pennsylvania to purchase items from its online store. (Joseph Affidavit at paragraph 18). The sales of approximately \$200 worth of merchandise from this online store are clearly *de minimus* in nature and cannot constitute "continuous and systematic" business within Pennsylvania.

The United States District Court for the Eastern District of Pennsylvania has also recognized that:

Advertising on the Internet has been held to fall under the same rubric as advertising in a national magazine and it is well settled law in this Circuit that advertising in a national publication does not constitute the 'continuous and substantial contacts with the forum state' required to give rise to a finding of general jurisdiction.

Resnick, 52 F. Supp. 2d at 468; *see also Molnlycke*, 64 F. Supp. 2d at 451; *Gehling v. St. George's Sch. of Medicine, Ltd.*, 773 F.2d 539, 542 (3d Cir. 1985).

DontDateHimGirl.com's primary (although not exclusive) source of advertising revenue is the Google AdSense program. Moreover, none of the advertisers on DontDateHimGirl.com that are not associated with the Google AdSense program are Pennsylvania residents. (Joseph Affidavit at paragraphs 20, 21).

The Google AdSense program controls which advertisements are viewed by users of DontDateHimGirl.com. (Affidavit of Google Inc. at paragraphs 3, 4). The Google AdSense advertising program is a program that allows owners of websites to place computer code on their websites that will allow Google to display ads to users who view those websites (Google Deposition 8:15-22).

Ads that are displayed as part of the Google AdSense program can be identified by the Google "branding." Ads that are viewed by users of DontDateHimGirl.com which originate with the Google AdSense advertising program are identified by branding "Ads by Google," with 2 or more o's in Google, above or beneath the advertisement.⁴ (Affidavit of Google Inc. at paragraph 6; Google Deposition 22:3-23:2).

These ads are owned by Google and AdSense participants have no part in selecting the text of the Google ads. (Google Deposition 12:2-20; 18:16-19:5). AdSense participants also have no part in determining which website a user will be connected to when he or she "clicks" on a "link" that is part of a Google ad; this is determined by the advertiser. (Google Deposition 17:15-18:18).

⁴ This Google branding appears below the advertisements that Plaintiff alleges are targeted toward Pennsylvanians in Exhibits 3A through 3G of Plaintiff's "Answer to Preliminary Objections Raising Questions of Fact."

Ads that Google displays to users of websites that participate in the AdSense program are drawn from the AdWords program. (*See id.*) AdWords is Google's program for advertisers. (Google Deposition 8:23-12). Participants in the AdWords program have the option to target their ads to users located in particular geographic areas. (Google Deposition 33:5-16).

To a typical Internet user, Google ads may appear to be a part of the website which is a participant in the AdSense program (that is why Google ads are commonly referred to as being "on" the website—to the user, they appear as part of the particular Web page he or she is viewing). However, in fact, the Google ads exist on and are being served from a computer which is controlled by Google. (Google Deposition 11:5-12:5; 15:17-23). If a user "clicks" on a "link" that is part of a Google ad, that "click" is recorded on the Google servers. (Google Deposition 55:17-56:1).

The Google AdSense advertising program places advertisements on pages of DontDateHimGirl.com automatically, without any human interface or direction, but pursuant to automatic placement algorithms from Google. (Affidavit of Google Inc. at paragraph 5). The Google AdSense advertising program analyzes the textual content of specific pages of DontDateHimGirl.com and then automatically delivers advertisements that are relevant to the specific pages. (Affidavit of Google Inc. at paragraph 7; Google Deposition 13:7-14:4; 16:1-17:7).

Website Operator does not specifically "target" Pennsylvania residents through the advertising that appears on DontDateHimGirl.com; for Google ads, the Google AdSense advertising program controls which advertisements "appear on" DontDateHimGirl.com. Aside from choosing to block an advertisement from appearing on DontDateHimGirl.com based on the uniform resource locator ("URL") associated with the advertisement, no person or entity

associated with the website DontDateHimGirl.com can affect what Google advertising is viewed by users of the DontDateHimGirl.com website. (Affidavit of Google, Inc. at paragraph 10). Participants in the AdSense program cannot preview the actual ads that Google will supply to users of the AdSense participant's website, so, in practice, even this ability to block individual ads is extremely limited. (Google Deposition 61:10-62:3; 62:23-63:13).

The advertising associated with DontDateHimGirl.com, whether provided through the Google AdSense advertising program or otherwise, constitutes general advertising which Website Operator in no way purposely directs toward Pennsylvania. To the extent that there is any "geo-targeting" of Google ads, this is part of Google's arrangements with the advertisers who are part of Google's AdWords, the Google program for advertisers that includes potential "geo-targeting." The Website Operator, as a participant in the AdSense program, has only the most limited ability to influence which ads Google sends to viewers of the DontDateHimGirl.com.

Not only does Website Operator have absolutely no ability to "geo-target" Google ads, Website Operator has no way of knowing for certain which ads Google will display to users who access DontDateHimGirl.com. It is obvious that participation in the Google AdSense program cannot, standing alone, amount to purposeful behavior directed toward any particular state.

Moreover, the advertising associated with the site is *entirely* incidental to the website's primary purpose, which is not commercial in nature—i.e., to provide a forum for women to discuss their experiences with men. The presence of advertising on the site that is unrelated to Pennsylvania, the website's participation in the Google AdSense program, and the less than \$200 worth of sales from DontDateHimGirl.com's online store simply do not combine

to produce the level of commercial activity necessary for personal jurisdiction to be constitutionally exercised over Website Operator.

IV. IN THE ALTERNATIVE, THE COMPLAINT IS LEGALLY INSUFFICIENT BECAUSE A FEDERAL STATUTE PROVIDES THAT A WEBSITE OPERATOR CANNOT BE SUBJECTED TO LIABILITY UNDER STATE LAW AS A PUBLISHER

The Communications Decency Act (the “CDA”) of 1996, codified in pertinent part at 47 U.S.C. § 230, bars Plaintiff’s defamation claims against the Website Operator. Section 230 provides:

Treatment of publisher or speaker. No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

47 U.S.C. § 230(c)(1). Section 230 of the CDA explicitly preempts state law in providing, “[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with this section.” 47 U.S.C. § 230(e)(3).

A. Express Congressional Intent Underlying 47 U.S.C. § 230

At the outset of 47 U.S.C. § 230, Congress states its findings and policy regarding Section 230. 47 U.S.C. § 230(a)(3) states that Congress has found that “[t]he Internet and other interactive computer services offer a forum for a true diversity of political discourse, unique opportunities for cultural development, and myriad avenues for intellectual activity.” 47 U.S.C. § 230(b)(2) states that it is the policy of Congress “to preserve the vibrant and competitive free market that presently exists for the Internet and other interactive computer services, unfettered by Federal or State regulation.”

B. Case Law Interpreting the Effect and Application of 47 U.S.C. § 230

The United States Court of Appeals for the Third Circuit addressed whether a provider of an interactive computer service was liable for causes of action arising from third

party content as an issue of first impression in *Green v. America Online Inc.*, 318 F.3d 465, 468 (3d Cir. 2003). The Court in that case summarized the preemptive effect of the CDA:

The provision [47 U.S.C. § 230] 'precludes courts from entertaining claims that would place a computer service provider in a publisher's role,' and therefore bars 'lawsuits seeking to hold a service provider liable for its exercise of a publisher's traditional editorial functions - - such as deciding whether to publish, withdraw, postpone, or alter content.'

Green, 318 F.3d at 471 (quoting *Zeran v. American Online, Inc.*, 129 F.3d 327, 330 (4th Cir. 1997)).

In a subsequent case, the United States District Court for the Eastern District of Pennsylvania commented on the purpose of 47 U.S.C. § 230(c)(1):

The specter of tort liability in an area of such prolific speech would have an obvious chilling effect. It would be impossible for service providers to screen each of their millions of postings for possible problems. Faced with potential liability for each message republished by their services, interactive service providers might choose to severely restrict the number and type of messages posted. In other words, absent federal statutory protection, interactive computer services would essentially have two choices: (1) employ an army of highly trained monitors to patrol (in real time) each chatroom, message board, and blog to screen any message that one could label defamatory, or (2) simply avoid such a massive headache and shut down these for a. Either option would profoundly chill Internet speech.

DiMeo v. Max, 433 F. Supp. 2d 523, 529 (E.D. Pa. 2006) (emphasis added) (citing *Zeran*, 129 F.3d at 330).

Both *Green* and *DiMeo* rely upon the Fourth Circuit Court of Appeals' decision in *Zeran v. America Online, Inc.* 129 F.3d 327 (4th Cir. 1997). The plaintiff in *Zeran* sued America Online for unreasonable delay in removing allegedly defamatory bulletin board messages (including a message instructing people to call the plaintiff's home to purchase t-shirts with offensive slogans regarding the Oklahoma City bombing), refusing to post retractions, and failing to screen for similar posts. *See Zeran*, 129 F.3d at 328-29. The Fourth Circuit affirmed

the lower court's grant of judgment on the pleadings in favor of the defendant based upon the protections afforded by § 230. *See id.* at 330.

The Third Circuit and Eastern District of Pennsylvania's reliance on *Zeran* in *Green* and *DiMeo* is consistent with authority from across the country. For example, *Chicago Lawyers' Committee for Civil Rights Under Law, Inc. v. Craigslist, Inc.*, ____ F. Supp. 2d ____, 2006 WL 3307439, at *7 n.6 (N.D. Ill. Nov. 14, 2006), contains a footnote with a long string cite of court opinions that follow *Zeran*. Similarly, *Barrett v. Rosenthal*, 40 Cal. 4th 33, 46 n.9, 146 P.3d 510 (Cal. 2006) contains a footnote with a similar, albeit smaller, string cite of cases following *Zeran*.

One of the most recent cases applying the *Zeran* analysis is the California Supreme Court's decision in *Barrett v. Rosenthal*, 40 Cal. 4th 33, 146 P.3d 510 (Cal. 2006). In *Barrett*, the operators of websites devoted to exposing health frauds brought a libel claim against an Internet discussion group operator and others, alleging that the defendants maliciously distributed defamatory statements in e-mails and Internet postings, which allegedly impugned plaintiffs' character and competence and disparaged their efforts to combat fraud.

The California Court of Appeal had diverged from the prevailing interpretation of § 230 in deciding that common law "distributor" liability survived the congressional grant of immunity, so that Internet service providers and users are exposed to liability if they republish a statement with notice of its defamatory character. *See id.* at 39. The California Supreme Court reversed, holding that § 230 prohibits "distributor" liability for Internet publications and further that § 230(c)(1) immunizes individual "users" of interactive computer services, with no practical or principled distinction being drawn between active and passive use. *See id.* at 39-40.

In *Barrett*, the California Supreme Court discussed both the *Zeran* holding and rationale and the Court of Appeal's contrary analysis. *See id.* at 41.⁵ In disputing the *Zeran* holding, the California Court of Appeal focused on three factors: (1) the court's interpretation of the statutory term "published"; (2) the legislative history of § 230; and (3) the practical implications of notice liability in the Internet environment. *See id.* at 47. While the California Supreme Court rejected the Court of Appeal's analysis on each of these three points, it concludes the *Barrett* opinion by stating that it shared the concerns of those

who have expressed reservations about the *Zeran* court's broad interpretation of section 230 immunity. The prospect of blanket immunity for those who intentionally redistribute defamatory statements on the Internet has disturbing implications. Nevertheless, by its terms section 230 exempts Internet intermediaries from defamation liability for republication. The statutory immunity serves to protect online freedom of expression and to encourage self-regulation, as Congress intended. Section 230 has been interpreted literally. It does not permit Internet service providers or users to be sued as "distributors," nor does it expose "active users" to liability.

Plaintiffs are free under section 230 to pursue the originator of a defamatory Internet publication. Any further expansion of liability must await Congressional action.

Id. at 62-63.

Very recently, a federal district court has departed from the *Zeran* analysis, but in a manner that still compels dismissal of Plaintiff's claims against Website Operator.

Specifically, in *Chicago Lawyers' Committee for Civil Rights Under Law, Inc. v. Craigslist, Inc.*,

____ F. Supp. 2d _____, 2006 WL 3307439, at *1 (N.D. Ill. Nov. 14, 2006), plaintiffs filed suit

⁵ Interestingly, the defendant seeking § 230 immunity in *Barrett* was not a service provider, at least with respect to the newsgroups where she posted the allegedly defamatory article. Thus, the California Supreme Court concluded that *Barrett* "appear[d] to be the first published case in which section 230 immunity ha[d] been invoked by an individual who had no supervisory role in the operation of the Internet site where allegedly defamatory material appeared, and who thus was clearly not a provider of an 'interactive computer service' under the broad definition provided in the CDA." *Id.* at 43.

under the Fair Housing Act alleging that Craigslist publishes notices, statements, or advertisements with respect to the sale or rental of dwellings that indicate (1) a preference, limitation, or discrimination on the basis of race, color, religion, sex, familial status, or national origin; and (2) an intention to make a preference, limitation, or discrimination on the basis of race, color, religion, sex, familial status, or national origin. *See id.* at *4.

The United States District Court for the Northern District of Illinois began its analysis in *Craigslist* by noting that “[n]ear-unanimous case law holds that Section 230(c) affords immunity to [interactive computer services] against suits that seek to hold an [interactive computer service] liable for third-party content” and further that “[t]he fountainhead of this uniform authority is *Zeran v. America Online, Inc.* 129 F.3d 327, 330 (4th Cir. 1997), the first case to address Section 230(c)(1)'s scope.” *Id.* at *6. Despite this acknowledgement, in *Craigslist* the court declined to follow *Zeran* and instead engaged in an alternative analysis centering on the its own interpretation of § 230(c)(1)'s statutory text. *Id.* at *12.

Section 230(c)(1) states that “[n]o provider . . . of an interactive computer service shall be treated as a publisher for information provided by another information content provider.” The court in *Craigslist* suggested that while this “language does not grant immunity *per se* . . . it does prohibit treatment as a publisher, which, quite plainly, would bar any cause of action that requires, to establish liability, a finding that an [interactive computer service] published third-party content.” *Id.* at 120. The court then suggested, “*defamation* law would be a good example of such liability.” *Id.* (emphasis added). Because this is a defamation action, Plaintiff’s claims would be barred even under this recent alternative analysis of § 230.

C. Application of 47 U.S.C. § 230 to Counts I and II of Plaintiff’s Complaint.

Under either the majority *Zeran* approach or the alternative analysis set forth by the court in *Craigslist*, to successfully assert that 47 U.S.C. § 230(c)(1) bars Plaintiff’s

defamation claim, Website Operator must prove that: (1) it is a provider or user of an “interactive computer service” as defined in 47 U.S.C. § 230(f)(2); (2) the information at issue was “provided by another information content provider”; and (3) the asserted claims treat the defendant as a publisher or speaker of information. *See Green*, 318 F.3d at 470; *DiMeo*, 433 F. Supp. 2d at 529; *Craigslist*, ___ F. Supp. 2d ___, 2006 WL 3307437, at *13.

Under the facts that Plaintiff alleges in the Complaint, Tasha C. Joseph and The Cavelle Company, Inc. are the operators and providers of the website DontDateHimGirl.com. (See Complaint at paragraphs 38, 52). DontDateHimGirl.com is the provider of an “interactive computer service.” An “interactive computer service” means “any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet . . .” 47 U.S.C. § 230(f)(2). The first element required for asserting a defense under 47 U.S.C. § 230 is met because the website DontDateHimGirl.com falls squarely within this statutory definition of provider of an “interactive computer service.” DontDateHimGirl.com provides or enables computer access by its multiple users to its computer server located in Miami, Florida. Thousands of users of DontDateHimGirl.com are able to access the website’s database maintained on its server. (Complaint at paragraphs 12, 14, and 15).

Providers of an “interactive computer service” are not limited to Internet service providers such as America Online. In *DiMeo v. Max*, the court found that a website that is used to “post anecdotes about [the website operator’s] life” and that “hosts a number of message boards” to be a provider of an interactive computer service. *DiMeo*, 433 F. Supp. 2d at 526, 529. The court in *DiMeo* also noted,

In any event, for [defendant’s] Web site to exist, it must access the Internet through some form of interactive computer service; otherwise, the public could

not view it. Thus, [defendant's] Web site is also the 'user' of an interactive computer service.

DiMeo, 433 F. Supp. 2d at 530.

The second element of immunity under 47 U.S.C. § 230(c)(1) requires that the information at issue be "provided by another information content provider." "Information content provider" means "any person or entity that is responsible, in whole or in part, for the creation or development of information provided through the Internet or any other interactive computer service." 47 U.S.C. § 230(f)(3). This element is satisfied because DontDateHimGirl.com did not create or develop any of the allegedly defamatory statements that appear on DontDateHimGirl.com. Plaintiff alleges in paragraphs 20 through 35 of the Complaint that the alleged defamatory statements were provided by the other defendants named in this lawsuit (Merrit Lattimore Dallas, Alesia Roscov, Anna Doe, Barbara Doe, Catherine Doe, Deborah Doe, and Emily Doe). DontDateHimGirl.com is simply the medium through which these women posted information on the Internet.

The third element required under 47 U.S.C. § 230(c)(1) is satisfied because Counts I and II Plaintiff's Complaint treat Website Operator as the publisher of the allegedly defamatory statements. Plaintiff's defamation claims against the Website Operator attempts to hold the Website Operator—i.e., Tasha C. Joseph and Defendant The Cavelle Company, Inc.—liable as the publisher of the allegedly defamatory statements. Specifically, Plaintiff alleges that Ms. Joseph is the publisher of the allegedly defamatory statements in Paragraphs 39, 42, 44, and 46 of his Complaint. Plaintiff alleges that The Cavelle Company, Inc. is the publisher of the allegedly defamatory statements in Paragraphs 53, 56, 58 and 60 of his Complaint.

The three elements required under 47 U.S.C. § 230(c)(1) are clearly satisfied based upon the facts as pled in Counts I and II of Plaintiff's Complaint. The causes of action asserted in Counts I and II are preempted and legally insufficient under the CDA.

V. THE WEBSITE OPERATORS' CDA DEFENSE IS PROPERLY RAISED BY PRELIMINARY OBJECTION.

Plaintiff alleges that Website Operator's attempt to raise an immunity defense by means of a demurrer is improper because immunity from suit is an affirmative defense which may only be raised in New Matter. (Preliminary Objections to Preliminary Objections at paragraphs 11, 12).

The characterization of the Alternative Preliminary Objection Pursuant to Pa.R.C.P. 1028(a)(4) ("Alternative Preliminary Objection to Complaint") as an affirmative defense of immunity misstates the true nature of the defense based upon the CDA and its interpretive case law.⁶ As is stated paragraphs 32 and 33 of Website Operators' Preliminary Objection to Complaint, the CDA provides in relevant part:

Treatment of publisher or speaker. No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

47 U.S.C. § 230(c)(1).⁷

⁶ Website Operator recognizes that the terms "immunity" and "immune" are used in paragraphs 33 and 39 of the Alternative Preliminary Objection to Complaint. Website Operator did not assert the terms "immunity" and "immune" as "terms of art", and the use of these terms was not intended to assert immunity as an affirmative defense.

⁷ *Cf. Craigslist*, ___ F. Supp. 2d ___, 2006 U.S. Dist. LEXIS 82973, at *44 n.17 (suggesting that § 203(c)(1) could be construed as a definitional clause, and stating that court was not holding that § 203(c)(1) was *only* a definitional clause nor that it was *only* a threshold to receiving immunity under § 230(c)(2)).

No cause of action may be brought and no liability imposed under any State or local law that is inconsistent with this section.

47 U.S.C. § 230(e)(3).

These sections of the CDA plainly provide that a cause of action for defamation cannot be sustained under state law against a “provider or user of an interactive computer service” when the allegedly defamatory material was provided by a third party. Pennsylvania federal courts have, in several cases, considered motions to dismiss under Fed.R.Civ.P. 12(b)(6) (“failure to state a claim upon which relief can be granted”) that have been based on 47 U.S.C. § 230(c)(1) and 47 U.S.C. § 230(e)(3). *See, e.g., DiMeo v. Max*, 433 F. Supp. 2d (E.D. Pa. 2006); *Parker v. Google*, 422 F. Supp. 2d 492 (E.D. Pa. 2006); *Green v. America Online*, 318 F.3d 465 (3d Cir. 2003).⁸ These cases are clearly instructive:

In Pennsylvania state practice, a demurrer is the procedural device by which the court determines the legal sufficiency of a claim. *See* Pa.R.Civ.P. 1028(a)(4). An objection in the nature of a demurrer is analogous to a motion to dismiss brought pursuant to *Federal Rule of Civil Procedure 12(b)(6)*.

Charles Shaid of Pennsylvania, Inc. v. George Hyman Constr. Co., 947 F. Supp. 844, 853 (E.D. Pa. 1996). It is clear that a challenge to a complaint based upon 47 U.S.C. § 230(c)(1) and 47 U.S.C. § 230(e)(3) is properly cast as a challenge to “the legal sufficiency” of a complaint.

Even assuming *arguendo* that the protections afforded under § 230 were properly characterized as an immunity defense—which Website Operator asserts would be improper—it remains permissible for a defendant to raise an affirmative defense through preliminary

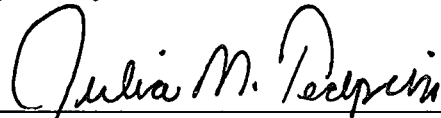
⁸ These cases addressed the defense based upon the CDA under Fed.R.Civ.P. 12(b)(6) (“failure to state a claim upon which relief can be granted”) while also utilizing some form of the term “immunity” in describing this defense.

objections when the existence of the defense is apparent from the complaint itself. *See, e.g., Logan v. Lillie*, 728 A.2d 995, 998 n.1 (Pa. Commw. 1999); *Phillips v. Selig*, 2001 Phila. Ct. Com. Pl. LEXIS 52, at *14 (C.P. September 19, 2001) (stating, in context of a claim of Noerr-Pennington immunity, that “[b]ecause immunity raises fact issues, a court cannot sustain a preliminary objection asserting immunity *unless immunity is clear from the face of the pleadings*” (emphasis)). This exception applies here as all the elements of a § 230 defense are apparent from the Plaintiff’s Complaint.

VI. CONCLUSION

Website Operator respectfully requests that this Court dismiss with prejudice Counts I and II of Complaint for lack of jurisdiction. In the alternative, Website Operator asks that this Court dismiss Counts I and II of the Complaint because the claims stated therein are legally insufficient.

Respectfully submitted,



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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TODD J. HOLLIS,

Plaintiff,

vs.

TASHA C. JOSEPH, individually, and as owner
and operator of DONTDATEHIMGIRL.COM,
EMPRESS MOTION PICTURES, doing
business as THE CAVELLE COMPANY, INC.,
MERITT LATTIMORE DALLAS, ALESIA
ROSCOV, ANNA DOE, BARBARA DOE,
CATHERINE DOE, DEBORAH DOE, and
EMILY DOE,

Defendants.

) CIVIL DIVISION

) No. GD 06-12677

) Code: 008

) **RESPONSES AND OBJECTIONS TO**
) **PLAINTIFF'S DISCOVERY**
) **REQUESTS**

) Defendants Tasha C. Joseph, individually,
) and as owner and operator of
) DONTDATEHIMGIRL.COM, and
) EMPRESS MOTION PICTURES, doing
) business as THE CAVELLE COMPANY,
) INC.

) Counsel of Record for These Parties:

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RESPONSES AND OBJECTIONS TO PLAINTIFF'S DISCOVERY REQUESTS

GENERAL OBJECTION

Defendants Tasha C. Joseph and The Cavelle Company, Inc. (collectively, "Website Operator") have filed a preliminary objection based upon the absence of personal jurisdiction. On October 20, 2006, Administrative Judge Wettick directed that depositions on jurisdictional issues be completed in 60 days. Many of Plaintiff's discovery requests, served November 16, 2006, go beyond, or are not reasonably related to, the personal jurisdiction issues. Some requests are so broad as to be objectionable even if this case were to proceed to the merits.

The Website Operator objects to providing any discovery that is not relevant to the personal jurisdictional issue currently before the Court. The Website Operator also objects to providing information generated or reflecting activities after June 29, 2006—i.e., the date Plaintiff filed the Complaint in this action, because post-Complaint information or activities are irrelevant to establishing personal jurisdiction at the time Plaintiff commenced this action. The Website Operator further objects to providing any discovery relating to the merits until the Court disposes of the preliminary objection based upon a lack of personal jurisdiction and the alternative preliminary objection based upon Plaintiff's failure to state any claim upon which relief can be granted in light of the provisions of 47 U.S.C. §§ 230(c)(1) and 230(e)(3).

Request for Admission number 1:

1. Do you admit that the document attached hereto as Exhibit "1" is a true, correct and genuine copy of the E-Mail that you sent to Paul A. Ellis, Jr., Esquire on or about May 24, 2006?

RESPONSE: See General Objection, above. Although not relevant to personal jurisdiction, Website Operator admits that Exhibit "1" is an email sent by Defendant Tasha

Joseph in the course and within the scope of her employment with and for the Website Operator, with the exception of the facsimile headers, the America Online footers, and the page numbers appearing on the exhibit. Ms. Joseph sent the email to the email address that is reflected on the exhibit in reply to an email that Ms. Joseph had received from that same email address.

However, Website Operator does not admit that the email was, in fact, sent to Paul A. Ellis, Jr., Esquire, because Website Operator does not know him, or anything about him and Website Operator does not know the true identity of the individual who was using this email address at the relevant time.

Request for Admission number 2:

2. Do you admit that the document attached hereto as Exhibit "2" is a true, correct and genuine copy of the E-Mail that you sent to Merritt Lattimore Dallas at ttirem3@aol.com on or about May 26, 2006?

RESPONSE: See General Objection, above. Although not relevant to personal jurisdiction, Website Operator admits that Exhibit "2" is an email sent by Defendant Tasha Joseph in the course and within the scope of her employment with and for the Website Operator, with the exception of the header "Stanko, Cheryl K." and the bates number appearing at the top of the page. Ms. Joseph sent the email to the email address that is reflected on the exhibit. However, Website Operator does not admit that the email was, in fact, sent to Merritt Lattimore Dallas because Website Operator does not know her, or anything about her and Website Operator does not know the true identity of the individual who was using this email address at the relevant time.

Request for Admission number 3:

3. Do you admit that the document attached hereto as Exhibit "3" is a true, correct and genuine copy of the E-Mail that you received from Merritt Lattimore Dallas as TTIREM3@aol.com on or about May 26, 2006?

RESPONSE: See General Objection, above. Although not relevant to personal jurisdiction, Website Operator admits that Exhibit "3" is an email received by Defendant Tasha Joseph in the course and within the scope of her employment with and for the Website Operator, with the exception of the of the header "Stanko, Cheryl K.", the bates number and the page number appearing at the top of the page. The email was sent by an individual showing the email address that is reflected on the exhibit; however, Website Operator does not admit that the email was, in fact, sent by Merritt Lattimore Dallas because the Website Operator does not know her or anything about her and does not know the true identity of the individual who was using this email address at the relevant time.

Request for Admission number 4:

4. Do you admit that the document attached hereto as Exhibit "4" is a true, correct and genuine copy of the E-Mail that you sent to Merritt Lattimore Dallas at TTIREM3@aol.com on or about May 26, 2006?

RESPONSE: See General Objection, above. Although not relevant to personal jurisdiction, Website Operator admits that Exhibit "4" is an email Defendant Tasha Joseph sent, in the course and within the scope of her employment with and for the Website Operator, with the exception of the of the header "Stanko, Cheryl K.", the bates number appearing at the top of the page and the section of the page beginning "Original Message" and the five lines appearing immediately after. Ms. Joseph sent the email to the email address that is reflected on the exhibit in reply to an email that Ms. Joseph had received from that same email address. However,

Website Operator does not admit the email was, in fact, sent to Merritt Lattimore Dallas because Website Operator does not know her, or anything about her and Website Operator does not know the true identity of the individual who was using this email address at the relevant time.

Request for Admission number 5:

5. Do you admit that the document attached hereto as Exhibit "5" is a true, correct and genuine copy of the E-Mail that you received from Merritt Lattimore Dallas at TTIREM3@aol.com on or about May 26, 2006?

RESPONSE: See General Objection, above. Although not relevant to personal jurisdiction, Website Operator admits that Exhibit "5" is an email received by Defendant Tasha Joseph in the course and within the scope of her employment with and for the Website Operator, with the exception of the of the header "Stanko, Cheryl K.", the bates number and the page number appearing at the top of the page and the date appearing in the lower left corner of the page. The email was sent by an individual showing the email address that is reflected on the exhibit; however, Website Operator does not admit that the email was, in fact, sent to Merritt Lattimore Dallas because the Website Operator does not know her, or anything about her, and the Website Operators does not know the identity of the individual who was using this email address at the relevant time.

Request for Production of Documents number 1:

1. Please produce copies of all E-Mails which you have sent to Pennsylvania residents from the E-Mail address of tasha@dontdatehimgirl.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not limited in time or subject matter, and therefore is unduly broad and overly burdensome. In addition, the request is not relevant to jurisdiction and is not

reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator does not know the state of residence of each individual with whom there has been correspondence from the E-Mail address of tasha@dontdatehimgirl.com and such information is not readily obtainable. Email messages and email addresses typically do not indicate a state of residence. Website Operator therefore objects to this request as unduly burdensome. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 2:

2. Please produce copies of all E-Mails which you have received from Pennsylvania residents at the E-Mail address of tasha@dontdatehimgirl.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not limited in time or subject matter, and therefore is unduly broad and overly burdensome. In addition, the request is not relevant to jurisdiction and is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator does not know the state of residence of each individual who has sent correspondence to the E-Mail address of tasha@dontdatehimgirl.com and such information is not readily obtainable. Email messages and email addresses do not typically indicate a state of residence. Website Operator therefore objects to this request as unduly burdensome. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 3:

3. Please produce copies of all E-Mails regarding the Plaintiff, Todd J. Hollis, which you have sent from the E-Mail address of tasha@dontdatehimgirl.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not relevant to jurisdiction and because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator further objects to this request because it seeks documents protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 4:

4. Please produce copies of all E-Mails regarding the Plaintiff, Todd J. Hollis, which you have received at the E-Mail address of tasha@dontdatehimgirl.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not relevant to jurisdiction and because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator further objects to this request because it seeks documents protected by the attorney-client privilege and the attorney work product exemption.

Request for Admission number 6:

6. Do you admit that you also maintain an E-Mail address identified as tashajc@aol.com?

RESPONSE: See General Objection, above. Website Operator admits that Defendant Tasha Joseph maintains the above-identified E-Mail address for use by Ms. Joseph in connection with her work for Website Operator as well as for her personal use.

Request for Production of Documents number 5:

5. Please produce copies of all E-Mails which you have sent to Pennsylvania residents from the E-Mail address of tashajc@aol.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not limited in time or subject matter, and therefore is unduly broad and overly burdensome. In addition, the request is not relevant to jurisdiction and is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator does not know the state of residence of each individual who has received email from the E-Mail address of tashajc@aol.com and such information is not readily obtainable. Email messages and email addresses do not typically indicate a state of residence. Website Operator therefore objects to this request as unduly burdensome. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 6:

6. Please produce copies of all E-Mails which you have received from Pennsylvania residents at the E-Mail address of tashajc@aol.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not limited in time or subject matter, and therefore is unduly broad and overly burdensome. In addition, the request is not relevant to jurisdiction and is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator does not know the state of residence of each individual who has sent email to

the E-Mail address of tashajc@aol.com and such information is not readily obtainable. Email messages and email addresses do not typically indicate a state of residence. Website Operator therefore objects to this request as unduly burdensome. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 7:

7. Please produce copies of all E-Mails regarding the Plaintiff, Todd J. Hollis, which you have sent from the E-Mail address of tashajc@aol.com.

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not relevant to jurisdiction and because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Production of Documents number 8:

8. Please produce copies of all E-Mails regarding the Plaintiff, Todd J. Hollis, which you have received at the E-Mail address of tashajc@aol.com

RESPONSE: See General Objection, above. Website Operator objects to this request for production because it is not relevant to jurisdiction and because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Website Operator further objects to this request because it calls for the production of material protected by the attorney-client privilege and the attorney work product exemption.

Request for Admission number 7:

7. Do you admit that the document attached hereto as Exhibit "7" is a true, correct and genuine copy of the advertisement for Michael S. Eisenberg, DDS which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 7 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 7 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, pages 2 and 3 of Exhibit 7 appear to be from the website a SuperiorDentalCare.com. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction. See General Objection, above.

Request for Admission number 8:

8. Do you admit that the document attached hereto as Exhibit "8" is a true, correct and genuine copy of the advertisement for Smart Mortgage USA which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of

Exhibit 8 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 8 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, pages 2 and 3 of Exhibit 8 appear to be from the website cb.adprofile.net. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction. See General Objection, above.

Request for Admission number 9:

9. Do you admit that the document attached hereto as Exhibit "9" is a true, correct and genuine copy of the advertisement for International Academy of Design & Technology which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 9 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 9 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, pages 2, 3 and 4 of Exhibit 9 appear to be from the website computertrainingschools.com. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to

jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction.

Request for Admission number 10:

10. Do you admit that the document attached hereto as Exhibit "10" is a true, correct and genuine copy of the advertisement for Radon Reduction Services of Pittsburgh, PA which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 10 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 10 shows that this ad is in the designated space on the page where ads that Google transmits appear to a person viewing a page on the website. Furthermore, page 2 of Exhibit 10 appears to be from the website <http://64.23.8.83/radonpittsburgh/>. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction. See General Objection, above.

Request for Admission Number 11:

11. Do you admit that the document attached hereto as Exhibit "11" is a true, correct and genuine copy of the advertisement for VCA Animal Hospitals which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 11 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 11 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, page 2 of Exhibit 11 appears to be from the website www.vcapets.com. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction. See General Objection, above.

Request for Admission number 12:

12. Do you admit that the document attached hereto as Exhibit "12" is a true, correct and genuine copy of the advertisement for Health Quest Chiropractic which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person who viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 12 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 12 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, page 2 of Exhibit 12

appears to be from the website www.dcdactor.com. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction. See General Objection, above.

Request for Admission number 13:

13. Do you admit that the document attached hereto as Exhibit "13" is a true, correct and genuine copy of the advertisement for "Stub Hub!" which appeared on the dontdatehimgirl.com website on or about August 11, 2006?

RESPONSE: Denied. The advertisement appearing on page 1 of the Exhibit was transmitted by Google, Inc., through its AdSense advertising program, to the computer of the person viewed a page on the website dontdatehimgirl.com. A cursory review of page 1 of Exhibit 13 indicates that it is merely a "screen shot" of what the page viewer saw and is not an advertisement which appeared on the dontdatehimgirl.com website. Further review of page 1 of Exhibit 13 shows that this ad is in the designated space on the page where ads that Goggle transmits appear to a person viewing a page on the website. Furthermore, pages 2 and 3 of Exhibit 13 appear to be from the website www.stubhub.com. Website Operator objects to this request because August 11, 2006 is after the date when the Complaint in this action was filed and, even assuming arguendo that Google AdSense ads are otherwise relevant to jurisdictional issues (which Website Operator denies), ads appearing after the date when the Complaint was filed are not relevant to the issue of jurisdiction.

Interrogatory number 1:

1. In addition to the advertisements identified as Exhibits 7 through 13 above, please identify all advertisements placed by Pennsylvania residents on the dontdatehimgirl.com website from the inception of the website to the present date.

RESPONSE: See General Objection, above and see objections relating to Exhibits 7 through 13 which are incorporated by reference. Without waiving any objection and as explained in more detail above, the advertisements identified as Exhibits 7 through 13 did not appear on the website dontgatehimgirl.com. No Pennsylvania resident has ever advertised on the website dontdatehimgirl.com.

Interrogatory number 2:

2. Please set forth the amount of revenue which you have received from Pennsylvania residents for advertisements placed on the dontdatehimgirl.com website from the inception of the website to the present date.

RESPONSE: See General Objection, above. Please also see responses to Interrogatory number 1 and Request for Production numbers 11 and 12. Without waiving any objection, Website Operator responds that there is no such revenue other than the revenue from the Google AdSense program referred to in the response to Request for Production number 11. Please note that the number referenced in the response to Request number 11 is an aggregate revenue number; Google does not provide the Website Operator with a breakdown of revenues by the state of residence of the individual or entity placing the ad through the AdSense/AdWords program.

Request for Production of Documents number 9:

9. Please produce copies of all documents relating to your response to Interrogatory number 2 above.

RESPONSE: Website Operator objects to this interrogatory because as drafted, it calls for disclosure of attorney work product. Without waiving any objection, Website Operator responds as follows: None.

Request for Admission number 14:

14. Do you admit that the document attached hereto as Exhibit "14" is a true, correct and genuine copy of the Affidavit of Goggle, Inc. which was filed on your behalf in the within case?

RESPONSE: Admitted.

Request for Production of Documents number 10:

10. Please produce copies of any written contracts with Goggle, Inc. for the placement of advertising on the dontdatehimgirl.com website through the "Goggle AdSense advertising program."

RESPONSE: See General Objection, above. Without waiving any objection, Website Operator responds as follows: Google's AdSense Program Policies, including Terms and Conditions, are available at <https://www.google.com/adsense/support/>.

Request for Production of Documents number 11:

11. Please produce copies of all correspondence with Goggle, Inc. relating to the placement of advertising on the dontdatehimgirl.com website through the "Goggle AdSense advertising program."

RESPONSE: See General Objection, above. Without waiving any objection, Website Operator notes that "correspondence" is not a defined term; however, "correspondence" is considered in its usual sense to refer to letters, memoranda, or emails. Without waiving any objection the only potentially responsive items would be broadcast emails which Google

disseminates to all of its AdSense customers. However, Website Operator does not have a policy of retaining such emails and, in fact, they are not relevant.

Without waiving any objection and by way of further response, Website Operator states that it manages its AdSense account online in a password protected environment. Although pursuant to its agreement with Google, Website Operator cannot disclose confidential information regarding the AdSense program without Google's prior written consent, Website Operator can disclose the amount of Google's gross payments pursuant to the program. See Google AdSense Online Standard Terms and Conditions, <https://www.google.com/adsense/terms>, at ¶ 7. Website Operator's gross revenues from the Google AdSense program for the period of October 14, 2005 (when the website was first eligible for the program) to December 13, 2006 were \$50,908.34.

Request for Production of Documents number 12:

12. Please produce copies of all documents relating to revenue received from Goggle, Inc. for the placement of advertising on the dontdatehimgirl.com website through the "Goggle AdSense advertising program."

RESPONSE: See General Objection, above. In addition, Website Operator objects to this interrogatory because a request for "all documents relating to revenue" is overly broad and unduly burdensome. This request for production is not relevant to jurisdiction because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Furthermore, even assuming that such revenue information was relevant to the jurisdictional issues, which Website Operator contends it is not, said information is confidential, proprietary and trade secret and production would thus create an unreasonable burden to Website Operator.

Google does not provide the Website Operator with any breakdown of revenues generated by either the state of the residence of the individual or entity placing the ad through the AdSense/AdWords program or the state of the residence of individuals who have viewed or clicked on AdSense ads, nor is such information readily obtainable. Pursuant to its agreement with Google, Website Operator cannot disclose confidential information regarding the AdSense program without Google's prior written consent.

Request for Admission number 15:

15. Do you admit that the document attached hereto as Exhibit "15" is a true, correct and genuine copy of the Affidavit of Tasha C. Joseph which was filed on your behalf in the within case?

RESPONSE: Admitted.

Interrogatory number 3:

3. Please identify all the profiles which have been posed on the dontdatehimgirl.com website which "have originated from residents of Pennsylvania," as stated in Paragraph 17 of Exhibit "15".

RESPONSE: See General Objection, above. Website Operator cannot determine which profiles have originated from residents of Pennsylvania. Information regarding a posting individual's state of residence is not and has never been requested as part of the process of posting a profile. To clarify the language used in the Paragraph 17 of Exhibit 15, while profiles on the site include geographic locations associated with the profiled individual, the inclusion of such geographic information is made not by Website Operator, but by the third party poster of the information. The reference to "Pennsylvania" in Paragraph 17 of Exhibit 15 is intended to refer to the use by third party posters of "Pennsylvania" in the geographic location of the profiled

individuals. Website Operator states that profiles indicating that multiple locations or states are associated with the profiled individual. Furthermore, the geographic location of the profiled individual does not necessarily indicate the state of residence of the individual posting the profile.

Request for Production of Documents number 13:

13. Please produce copies of all documents relating to your RESPONSE to Interrogatory number 3 above.

RESPONSE: See General Objection, above. Please also see response to Interrogatory No. 3. Website Operator further objects to this interrogatory because a request for all documents relating to the response to Interrogatory No. 3 is overly broad, and as drafted, calls for the disclosure of attorney work product.

Interrogatory number 4:

4. Please identify all residents of Pennsylvania who have purchased merchandise from the online store at the dontdatehimgirl.com website, as stated in Paragraph 19 of Exhibit "15."

RESPONSE: See General Objection, above. In addition, Website Operator objects to this interrogatory because it seeks information that is confidential, proprietary and trade secret in that it seeks the names and addresses of individuals who have purchased merchandise from an online store at the dontdatehimgirl.com website. The identity of Website Operator's customers is not relevant to jurisdiction and because it is not reasonably calculated to lead to the discovery of admissible evidence with respect to either jurisdiction or, in the event the Court overrules the pending preliminary objections, to the merits. Without waiving any objection and by way of further response, since dontdatehimgirl.com's inception on September 21, 2005, there have been

six orders for merchandise from individuals who provided a Pennsylvania address as part of their order information.

Interrogatory number 5:

5. Please set forth the amount of revenue which you have received from Pennsylvania residents for purchases of merchandise from the online store at the dontdatehimgirl.com website from the inception of the website to the present date.

RESPONSE: See General Objection, above. Without waiving any objection, Website Operator responds by stating that since the dontdatehimgirl.com's inception on September 21, 2005 to present, Website Operator has received \$167.53 for purchases of merchandise from Pennsylvania residents, out of total revenues for purchase of merchandise of over \$15,000.

Request for Production of Documents number 14:

14. Please produce copies of all documents relating to your RESPONSE to Interrogatory number 5 above.

RESPONSE: See General Objection, above. In addition, Website Operator objects to this request because it seeks documents that are confidential, proprietary and trade secret. In addition, in light of the de-minimus monetary amount at issue, requiring the production of said documents is harassing and unduly burdensome. Without waiving any objection and by way of further response, all such transactions occurred online using PayPal. Website Operator is providing redacted copies of printouts reflecting PayPal transactions associated with the six purchases referenced in Website Operator's response to Interrogatory number 5 at Bates Range DDHG 01 to DDHG 12.

Interrogatory number 6:

6. Please identify the entity who hosts the dontdatehimgirl.com website.

RESPONSE: See General Objection, above. Without waiving any objections and by way of further response, the company that hosts the site dontdatehimgirl.com website is Inasite Multimedia, Inc., P.O. Box 1115, Miami, Florida.

Request for Production of Documents number 15:

15. Please produce copies of all documents relating to your **RESPONSE** to Interrogatory number 6 above, including but not limited to any written contracts with the host of the website.

RESPONSE: See General Objection, above. In addition, Website Operator objects to this request because a request for all documents relating to the response to Interrogatory No. 6 is overly broad, harassing and unduly burdensome in that it seeks documents that are confidential, proprietary and trade secret, and which are completely irrelevant to issues of jurisdiction and are not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any objection, Website Operator responds as follows: None.

Interrogatory number 7:

7. Please identify each individual who posted a profile relating to the Plaintiff, Todd J. Hollis, on the dontdatehimgirl.com website.

RESPONSE: See General Objection, above. In addition, Website Operator objects to the interrogatory because it seeks information that is confidential and proprietary. Moreover, this information is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence with respect to the question of personal jurisdiction.

Request for Production of Documents number 16:

16. Please produce copies of all documents relating to your **RESPONSE** to Interrogatory number 7 above.

RESPONSE: The Website Operator objects to this request for production for the same reason as stated in objection to interrogatory number 7.

AS TO OBJECTIONS ONLY,

By: Julia M. Tedjeske

Robert L. Byer
Pa. I.D. No. 25447
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December 15, 2006

Attorneys for Defendants Tasha C. Joseph, individually, and as owner and operator of DONTDATEHIMGIRL.COM, and EMPRESS MOTION PICTURES, doing business as THE CAVELLE COMPANY, INC.



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Transaction Details

Shopping Cart Payment Received (ID #

REDACTED)

Name:

REDACTED

(The sender of this payment is Unregistered)

Email:

Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - BABY DOLL Item # DDHG 2003	Size: M Color: white/pink	\$19.99 USD
Amount			\$19.99 USD

Order Description: Shopping Cart

Item Total: \$19.99 USD

Shipping: \$0.00 USD

Handling: \$7.80 USD

Total Amount: \$27.79 USD

Fee Amount: -\$1.11 USD

Net Amount: \$26.68 USD

Date: Sep. 28, 2006

Time: 07:00:25 PDT

Status: Completed

Seller Protection Policy: Ineligible

Redacted

DDHG 01

Shipping Address:

REDACTED

Pittsburgh, PA 15222
United States
Unconfirmed

Payment Type: Instant

[[Launch PayPal MultiOrder Shipping](#) | [Print Shipping Label](#) | [Print Packing Slip](#) | [Add Tracking Info](#) | [Remove Shipping Button/Link](#)]

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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Transaction Details

Shopping Cart Payment Received (ID: **REDACTED**)

Name: **REDACTED** (The sender of this payment is Unverified)

Email: **REDACTED**@yahoo.com

Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - BABY DOLL Item # DDHG 2003	Size: XL Color: white/pink	\$19.99 USD
1	DDHG LOGO - T-SHIRT Item # DDHG 2002	Size: XL Color: black	\$19.99 USD
Amount			\$39.98 USD

Order Description: Shopping Cart

Item Total: \$39.98 USD

Shipping: \$0.00 USD

Handling: \$4.95 USD

Total Amount: \$44.93 USD

Fee Amount: -\$1.60 USD

Net Amount: \$43.33 USD

Date: Nov. 21, 2005

Time: 10:25:58 PST


Status: Completed

Seller Protection Policy: Ineligible

DDHG 03

Shipping Address:

REDACTED

Hatboro, PA 19040
United States
Unconfirmed 

Payment Type: Instant

[[Print Packing Slip](#)] 

This transaction is subject to a Buyer Complaint or a chargeback. Go to the [Resolution Center](#) to learn more on resolving this issue.

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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Transaction Details

Shopping Cart Payment Received (ID: **REDACTED**)
 Name: **REDACTED** (The sender of this payment is Unregistered)
 Email: | @adelphia.net
 Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - BABY DOLL Item # DDHG 2003	Size: XL Color: white/pink	\$19.99 USD
Amount			\$19.99 USD

Order Description: Shopping Cart
Item Total: \$19.99 USD
Shipping: \$0.00 USD
Handling: \$4.95 USD

Total Amount: \$24.94 USD
Fee Amount: -\$1.02 USD
Net Amount: \$23.92 USD

Date: Feb. 19, 2006

Time: 11:19:49 PST

Status: Completed

Seller Protection Policy: Eligible

Attn. Sellers: You must ship to the address shown below to be protected under [PayPal's Seller Protection Policy](#).

DDHG 05

Shipping Address:

REDACTED

Pittston, PA 18640
United States
Confirmed

Payment Type: Instant

[[Print Packing Slip](#) | [Add Tracking Info](#)]

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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Transaction Details

Shopping Cart Payment Received (ID: **REDACTED**)

REDACTED (The sender of this payment is Unverified)
@yahoo.com

Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - T-SHIRT Item # DDHG 2002	Size: M Color: white	\$19.99 USD
Amount			\$19.99 USD

Order Description: Shopping Cart

Item Total: \$19.99 USD
 Shipping: \$0.00 USD
 Handling: \$4.95 USD

Total Amount: \$24.94 USD
 Fee Amount: -\$1.02 USD
 Net Amount: \$23.92 USD

Date: Mar, 8, 2006

Time: 14:13:31 PST

Status: Completed

Seller Protection Policy: Eligible

Attn. Sellers: You must ship to the address shown below to be protected under [PayPal's Seller Protection Policy](#).

DDHG 07

Shipping Address:

REDACTED

Lancaster, PA 17601
United States
Confirmed

Payment Type: Instant

[[Print Packing Slip](#) | [Add Tracking Info](#)]

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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Transaction Details

Shopping Cart Payment Received (ID: **REDACTED**)

Name: **REDACTED** (The sender of this payment is Unverified)
 Email: **REDACTED**

Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - T-SHIRT Item # DDHG 2002	Size: M Color: black	\$19.99 USD
Amount			\$19.99 USD

Order Description: Shopping Cart

Item Total: \$19.99 USD

Shipping: \$0.00 USD

Handling: \$4.95 USD

Total Amount: \$24.94 USD

Fee Amount: -\$1.02 USD

Net Amount: \$23.92 USD

Date: Mar. 17, 2006
 Time: 07:12:21 PST

Status: Completed

Seller Protection Policy: Eligible

Attn. Sellers: You must ship to the address shown below to be protected under [PayPal's Seller Protection Policy](#).

DDHG 09

REDACTED

Shipping Address:

Rosemont, PA 19010
United States
Confirmed

Payment Type: Instant

[[Print Packing Slip](#) | [Add Tracking Info](#)]

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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Transaction Details

Shopping Cart Payment Received (REDACTED)

Name: REDACTED (The sender of this payment is Unregistered)
Email: REDACTED@Gsk.com

Payment Sent to: tashajc@aol.com

Shopping Cart Contents

Qty	Item	Options	Price
1	DDHG LOGO - BABY DOLL Item # DDHG 2003	Size: M Color: white/pink	\$19.99 USD
Amount			\$19.99 USD

Order Description: Shopping Cart

Item Total: \$19.99 USD

Shipping: \$0.00 USD

Handling: \$4.95 USD

Total Amount: \$24.94 USD

Fee Amount: -\$1.02 USD

Net Amount: \$23.92 USD

Date: Nov. 10, 2005

Time: 10:02:23 PST

Status: Completed

Seller Protection Policy: Ineligible

Redacted

DDHG 11

Redacted

REDACTED

Shipping Address:

Phila, PA 19135
United States
Unconfirmed

Payment Type: Instant

[[Print Packing Slip](#) | [Add Tracking Info](#)]

Description: Shopping Cart

Refund Information: To refund this payment in part or full for any reason, please use the Send Money tab. The Refund Payment option is available for 60 days after a payment was sent.

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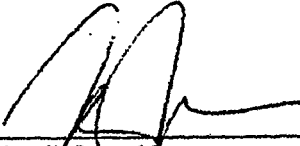
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VERIFICATION

I, Defendant Tasha C. Joseph, have read the foregoing Responses and Objections to Plaintiff's Discovery Requests. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

As owner and operator of DONTDATEHIMGIRL.COM, and Empress Motion Pictures, doing business as The Cavelle Company, I am authorized to make this verification on behalf of these entities.



Tasha C. Joseph

December 14, 2006

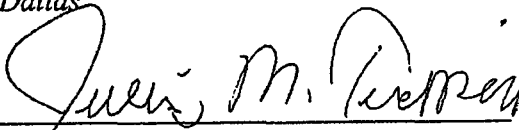
CERTIFICATE OF SERVICE

I certify that the foregoing Responses and Objections to Plaintiff's Discovery Requests were served today by first-class U.S. mail upon the following:

John R. Orie, Jr., Esquire
Orie & Zivic
25th Floor, Lawyers Building
Pittsburgh, PA 15219
Counsel to Plaintiff Todd J. Hollis
(also served via hand delivery)

Daniel P. Biesler, Esquire
1001 Ardmore Boulevard
Suite 100
Pittsburgh, PA 15221
Counsel to Defendant Alescia Roskov
(also served via fax 412-241-2713)

Laurene Beckie Kane, Esquire
Sinclair Kelly Jackson Reinhart & Hayden, LLC
501 Corporate Drive, Suite 200
Canonsburg, PA 15317
Counsel to Defendant Meritt Lattimore Dallas
(also served via fax 724-873-8650)



Julia M. Tedjeske

December 15, 2006

ORIE & ZIVIC
ATTORNEYS AT LAW

JOHN R. ORIE, JR.

25th FLOOR LAWYERS BUILDING
428 FORBES AVENUE
PITTSBURGH, PA 15219

(412)281-3180
FAX (412)232-0813

DATE: December 18, 2007

TO: Robbie Byer

RE: Tasha Joseph

Robbie

As I wrote you I need info requests & object to by you - I am postponing Tasha's deposits until we get a Motion to Compel Answers & Decent file & hardy Jd Wetzel

I expect to be kind of crap from ya.

JCR

FROM: JA ORIE

TIME: _____

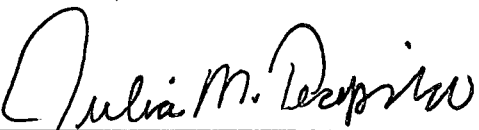
CERTIFICATE OF SERVICE

I certify that I am serving the foregoing **BRIEF IN SUPPORT OF
PRELIMINARY OBJECTIONS TO COMPLAINT (CORRECTED COPY)** today via first
class mail:

John R. Orie, Jr., Esquire
Orie & Zivic
25th Floor, Lawyers Building
Pittsburgh, PA 15219
Counsel to Plaintiff Todd J. Hollis

Daniel P. Biesler, Esquire
1001 Ardmore Boulevard
Suite 100
Pittsburgh, PA 15221
Counsel to Defendant Alescia Roskov

Laurene Beckie Kane, Esquire
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Counsel to Defendant Meritt Lattimore Dallas



Julia M. Tedjeske

December 28, 2006