

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

FILED by \_\_\_\_\_ D.C.  
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CLARENCE MADDOX  
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Case No. \_\_\_\_\_ - Civil Division (USDJ): \_\_\_\_\_

TODD J. HOLLIS,

Plaintiff,

07 23112

vs.

TASHA C. CUNNINGHAM, formerly known as  
TASHA C. JOSEPH, Individually, and as owner  
and operator of THE CAVELLE COMPANY,  
INC. dba DONTDATEHIMGIRL.COM,  
EMPRESS MOTION PICTURES, and TJC  
MEDIA GROUP,

CIV-ALTONAGA

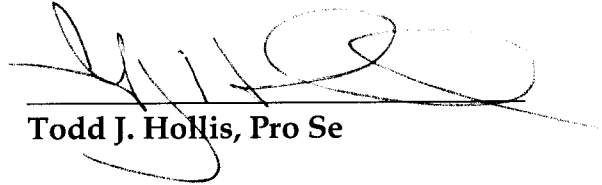
MAGISTRATE JUDGE  
TURNOFF

Defendants.

COMPLAINT IN CIVIL ACTION

Dated: November 26, 2007

Respectfully submitted,



Todd J. Hollis, Pro Se

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Filed: Pro Se on behalf of Plaintiff

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was served by  
Certified mail on 11/30/07 on all counsel or parties of record on the  
attached service list.



Todd J. Hollis, Pro Se

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. \_\_\_\_\_ - Civil Division (USDJ: \_\_\_\_\_)

TODD J. HOLLIS,

Plaintiff,

vs.

TASHA C. CUNNINGHAM, formerly  
known as TASHA C. JOSEPH, Individually,  
and as owner and operator of THE  
CAVELLE COMPANY,  
INC. dba DONTDATEHIMGIRL.COM,  
EMPRESS MOTION PICTURES, and TJC  
MEDIA GROUP,

Defendants.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**FLORIDA BAR ASSOCIATION  
651 E. JEFFERSON STREET  
TALLAHASSEE, FL 32399-2300**

**850/561-5600**

**Fax: 850/561-5827**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. \_\_\_\_\_

TODD J. HOLLIS,

Plaintiff,

vs.

TASHA C. CUNNINGHAM, formerly  
known as TASHA C. JOSEPH, Individually,  
and as owner and operator of THE  
CAVELLE COMPANY, INC. dba  
DONTDATEHIMGIRL.COM, EMPRESS  
MOTION PICTURES, and TJC MEDIA  
GROUP,

Defendants.

**COMPLAINT IN CIVIL ACTION**

The Plaintiff, Todd J. Hollis, sues the Defendants, Tasha C. Cunningham,  
formerly known as Tasha C. Joseph, The Cavelle Company, Inc. dba  
dontdatehimgirl.com, Empress Motion Pictures, and TJC Media Group, and  
states:

**The Parties**

1. The Plaintiff is Todd J. Hollis (Hollis), an adult individual residing at 715 N. Negley Avenue, Pittsburgh, Allegheny County, Pennsylvania 15206.
2. The Defendant, Tasha C. Cunningham (Cunningham), formerly known as Tasha C. Joseph, is an adult individual who resides at 10873 SW 59

Court, Pinecrest, Florida 33156-4155. Cunningham is being sued individually and as the owner and operator of a website known as dontdatehimgirl.com (DDHG) located in Miami, Florida and is published on the Worldwide Internet.

3. The Defendant, The Cavelle Company, Inc. (Cavelle), is a Florida Corporation with offices at 6703 N. Kendall Drive, Suite 410, Miami, Florida 33156. Cavelle is the "Registrant" for the domain name of dontdatehimgirl.com. Cavelle does business as Empress Motion Pictures and TJC Media Group.

4. At all times relevant hereto, Cavelle was acting through its duly authorized agents, including Defendant Cunningham.

5. Defendant Cunningham is the registered agent of DDHG and an officer and director of Defendant Cavelle.

#### **Jurisdiction**

6. This Honorable Court has jurisdiction over the within matter pursuant to 28 U.S.C. 1332, based upon diversity of citizenship. The amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.

#### **Background**

7. Defendant Cunningham is the founder, owner and operator of dontdatehimgirl.com, DDHG, a website published on the Worldwide Internet which was created on September 7, 2002.

**On or About May 24, 2006 DDHG Conspired with its (Women) Member Users to Defame Hollis And Others**

8. DDHG proclaims that its site was created by women with women in mind. To be used as a cost effective weapon in the war on dating (men). Cunningham has proclaimed in many advertisements and public statements that DDHG is the "most hated cheaters list" for men, and has likened it to the "FBI's most wanted list." According to Cunningham: "Any woman out there can post a picture and profile of a guy who's cheated on them and it goes into a massive search engine."

**Conspiracy: Point 1-On or About May 24, 2006:DDHG Solicits Defamatory Material From Its Female Member Users**

9. DDHG is a for profit, information content provider that conspires with its member users:

A. DDHG encourages member users to submit to its server's defamatory, private, tortious, copyrighted and other unlawful or unverified information through an electronic questionnaire form which requests the complete name, age, race, height, weight, city, country and picture of unwitting third party males.

B. Upon submittal, the entry is categorized by state or last name and is then transformed into a profile and published on the World Wide Internet with additional content not provided or inferred by the member user.

C. DDHG encourages other member users to forward the same defamatory profile by email to others on the World Wide Internet.

**Conspiracy: Point 2-On or About May 24, 2006: DDHG Provides Women with Complete Access to its Site And Limits The Access of Male Members**

10. Cunningham channels or limits access to her site based solely upon the sexual classification of its user.

A. The profile creator is given the ability to remove the profiles or amend them at their discretion. This process is not afforded to male member users.

B. Men are not permitted to post profiles or pictures in the same manner afforded women.

11. DDHG proclaims that the sole subject to be discussed on its site concerns the bad dating experiences women have had with men.

**Conspiracy: Point 3- On or About May 24, 2006: DDHG Creates Anonymity For Female Member Users Only**

12. DDHG is not a passive conduit of information. Cunningham has conspired with her female member users to restrict the flow of information by constructing a virtual two-way mirror similar to a police interview room.

A. Female member users are given anonymity while unwitting third party males that are the subject of the defamatory posting are identified in complete detail.

B. Cunningham arbitrarily edits the content of certain profiles when requested by 3<sup>rd</sup> party women.

C. Cunningham has made numerous public statements that she would refuse to reveal the identity of the female member users of her site if compelled.

**Conspiracy: Point 4- On or About May 24, 2006: Female Member Users Are Allowed To Post Instantly Male Member Users Are Not.**

13. DDHG transforms and limits access to the sites services.

A. Cunningham creates a secondary barrier to the sites services for male member users. They require men who choose to respond to any defamatory statement to send an email to DDHG or its representative agent.

B. The email is reviewed by DDHG for publishing approval.

C. Upon approval DDHG agrees to post it within 48 hours of its submission.

D. As compared to women users who post instantly without any review process by DDHG.

**Conspiracy: Point 5-On or About May 24, 2006: DDHG Solicits Offensive Material Designed to Offend Male Member Users Only**

14. DDHG through its owner and agent Tasha Cunningham by act or agreement conspired with women member users to harass, annoy, degrade and alarm unwitting third party males.

A. Which is symbolically exemplified by a "male character" placed along side the male user profile.

B. The “male character” symbolically typifies the average male’s response to profiles published by Cunningham and other anonymous member users.

C. It shows him pulling his hair out in frustration after reviewing the malicious, defamatory profile placed on its site.

D. The site then places a note next to the “character male” which states: “send us an email, tell us what happened. We’ll post it next to your profile.”

**Conspiracy: Point 6-On or About May 24, 2006: DDHG Created its Site To Prevent Male Member Users From Participating In The Posting Process**

15. Cunningham further typifies its conspiratorial agreement with female member users by forbidding men to create profiles.

16. DDHG boasts that its servers contain profiles of more than 3,000 men around the world, receives more than 1000 new submissions per day and averages more than 1,000,000 visits per day, and continues to grow.

**Conspiracy: Point 7-On or About May 24, 2006: DDHG Reviews the Rebuttals Of The Male Users Prior To Publication**

17. The DDHG website solicits women to create anonymous profiles about men and their dating experiences with women.

A. Cunningham candidly admits that the website does nothing to independently verify the accuracy of the information received from anonymous women members.



B. In fact, Plaintiff believes Cunningham actively encourages member users to submit false and derogatory information to the website, for the purpose of providing additional "titillation" for the readers of the profiles.

C. Cunningham actively participates with DDHG's member users in the writing and preparation of the blog postings and profiles which appear on the website.

18. In addition, Defendant Cunningham retained and exercised editorial and publishing control of the blog postings and profiles on the website, as well as the ability to remove, or to refuse to remove such postings or blogs.

#### **The Defamatory Postings**

19. The Plaintiff, Hollis, is a well-known and highly respected criminal defense attorney who practices in the greater Pittsburgh, Pennsylvania area.

20. Hollis has handled a number of high-profile cases in the local area and has also performed significant work in his local community. Hollis' good reputation is essential to his occupation.

21. Hollis has an excellent reputation for honesty and integrity in both his business and personal affairs.

#### **1<sup>st</sup> Profile: May 24, 2006- Exhibit "A"**

22. On or about May 24, 2006, DDHG conspired with various member users both known and unknown to create four profiles. Exhibit "A" is the first mentioned "profile" concerning Hollis. A true and correct copy of the "profile" is attached hereto as Exhibit "A."

23. DDHG conspired with Meritt Lattimore Dallas (Dallas) a member user of DDHG to create the subject profile which included a copyrighted picture of Hollis participating in an athletic event in Panama City, Florida. Among other things, the "profile" falsely accused Hollis to be an "alleged cheater" and to have Herpes.

24. Hollis has filed a Complaint in Civil Action against Dallas which is pending before the Court of Common Pleas of Allegheny County at No. GD06-12677.

25. In accordance with its customary practice, the DDHG website did nothing to independently verify the false information contained in the profile prior to publishing it.

26. In addition, Hollis believes Defendant Cunningham actively participated in the writing and preparation of the profile attached as Exhibit "A," based upon information submitted by Meritt Lattimore Dallas.

27. Upon learning of the posting, Hollis personally and through his attorney, requested Defendant Cunningham to remove it from the website. Despite several requests by Hollis and his attorney, Cunningham adamantly refused to remove the defamatory statement from the website and made numerous public comments that Hollis made no attempts to contact her or the sites agents prior to filing suit.

28. Hollis later learned that Dallas voluntarily removed the profile approximately 36 hours after it was published by DDHG.

**2<sup>nd</sup> Profile: May 30, 2006- Exhibit "B"**

29. On May 30, 2006, the DDHG website conspired with Alesia Roscov to publish a second "profile" concerning Hollis. A true and correct copy of the "profile" is attached hereto as Exhibit "B."

30. Among other things, the "profile" falsely asserted that Hollis is an "alleged cheater" and that the member "heard that Hollis was "gay," and "I'm quite sure that he is bi."

31. Hollis has filed a Complaint in Civil Action against Roscov which is pending before the Court of Common Pleas of Allegheny County at No. GD06-12677.

32. In accordance with its customary practice, the DDHG website did nothing to independently verify the false information contained in the profile prior to publishing it.

33. In addition, Hollis believes Defendant Cunningham actively participated in the writing and preparation of the profile attached as Exhibit "B," based upon the information submitted by Roscov.

**3<sup>rd</sup> Profile: May 31, 2006- Exhibit "C"**

34. On or about May 31, 2006, DDHG conspired with another member user to publish a third "profile" concerning Hollis. A true and correct copy of the "profile" is attached hereto as Exhibit "C."

35. Among other things the "profile" falsely stated Hollis is an "alleged cheater", and "gave me an STD."

36. Hollis does not currently know the identity of the member user who conspired with Cunningham to publish Exhibit "C."

However, Hollis intends to learn the identity of this anonymous individual during the discovery of this case.

37. In accordance with its customary practice, the DDHG website did nothing to independently verify the false information contained in the profile prior to re-publishing it.

38. In addition, Hollis believes Defendant Cunningham actively participated in the writing and preparation of the profile attached as Exhibit "C," based upon the information submitted by the anonymous member.

**4<sup>th</sup> Profile: Exhibit "D"**

39. Shortly thereafter, DDHG conspired with another anonymous member user to publish a fourth "profile" concerning Hollis. A true and correct copy of the "profile" is attached hereto as Exhibit "D."

40. In part the "profile" falsely asserts Hollis' is an "alleged cheater," his "crib is a dump," he "wears dirty clothes," and "complains about paying child support for his kids."

41. Hollis does not currently know the identity of the individual who published Exhibit "D." However, Hollis intends to learn the identity of this anonymous member user during the discovery in this case.

42. In accordance with its customary practice, the DDHG website did nothing to independently verify the false information contained in the profile prior to publishing it.

43. In addition, Hollis believes Defendant Cunningham actively participated in the writing and preparation of the profile attached as Exhibit "D," based upon the information submitted by the anonymous member.

### **Count I**

#### **Hollis v. Cunningham: Defamation [Libel]**

44. Plaintiff hereby incorporates paragraphs 1 through 43 above as if set forth in their entirety.

45. As the owner and operator of the DDHG website, according to its customary business practice Cunningham solicits defamatory, tortious, private or otherwise illegal information contained in her website about unwitting third party men.

46. As set forth above, Hollis believes Cunningham actively participated in the writing, preparation and re-publication of the defamatory profiles which appeared on the DDHG website. Cunningham uses this information to harass, annoy, humiliate or otherwise injure the reputations of unknowing third party men.

47. In addition, Defendant Cunningham has retained the ability to edit the profiles on the website, as well as the ability to remove them, or to refuse to remove them.

48. As set forth above, Cunningham solicited and published false and defamatory statements designed and intended to damage the character and reputation of Hollis.

49. Among other things Cunningham falsely stated:

- A. Hollis is an alleged cheater
- B. Hollis has multiple children;
- C. Hollis has herpes;
- D. Hollis had transmitted an STD to an anonymous poster;
- E. Hollis is gay and or bisexual; and
- F. Hollis' "crib is a dump," he "wears dirty clothes," and

he "complains about paying child support for his kids."

50. These statements constituted "defamation per se" under the law.

51. Cunningham published and encouraged member users to re-publish the defamatory statements by email to other third parties with knowledge of the falsity of the statements and/or with reckless disregard as to the truth of the statements.

52. Cunningham failed to properly investigate the subject matter of the defamatory statements prior to publishing them and encouraging others to re-publish them.

53. By publishing defamatory statements with knowledge of their falsity or with reckless disregard as to their truth, Cunningham acted with actual malice.

54. Defendant Cunningham has edited the site and has removed other profiles.

55. Cunningham refused to remove the defamatory statements concerning Hollis from her website even after being notified the statements were false, thus further demonstrating her malice in this case.

56. Cunningham abused any and all conditional privileges which she might have been entitled to assert, by failing to use reasonable care and diligence to ascertain the truth, before publishing the false communications and by acting with actual malice.

57. As a direct and proximate result of Cunningham's conduct, Hollis has suffered embarrassment, humiliation and emotional distress which may be permanent in nature.

58. As a direct and proximate result of Cunningham's conduct, Hollis has suffered damage to his reputation, which may be permanent in nature.

59. As a direct and proximate result of Cunningham's conduct, Hollis' earning capacity has been impaired and/or may be impaired in the future.

60. Cunningham has intentionally and maliciously defamed Hollis. Such conduct was extreme and outrageous in character, entitling Hollis to punitive damages.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count II**

**Hollis v. Cunningham: Intentional and/or Negligent**

**Infliction of Emotional Distress**

61. Plaintiff hereby incorporates paragraphs 1 through 60 above as if set forth in their entirety.

62. As set forth above, the Plaintiff believes Cunningham actively encourages posters to submit false and derogatory information to the website, for the purpose of providing additional "titillation" for the readers of the profiles posted on the website.

63. Upon discovery of the defamatory postings, Hollis, personally and through his attorney, notified Cunningham the information posted about him referred to his sexual orientation and that such information was false, inaccurate, abusive and obscene.

**Exhibit "E": May 24, 2006: Demand Letter Requesting Removal Of  
Profiles From DDHG**

64. As set forth above, Hollis, personally and through his attorney, requested Cunningham to remove the defamatory statements from the website, but Cunningham unreasonably refused. A true and correct copy is attached hereto as Exhibit "E".

65. Cunningham actively encourages "scorned" women to post false, derogatory, malicious statements about Hollis and other men.



66. Cunningham's conduct of encouraging "scorned" women to post false and derogatory statements about Hollis in an anonymous fashion is outrageous.

67. Hollis believes Cunningham operates her website with the intention of causing emotional distress to Hollis and other men by creating and publishing defamatory profiles on the website. In the alternative, Cunningham acts with reckless disregard to the fact that her conduct causes emotional distress to Hollis and others.

68. Hollis has suffered severe and extreme emotional distress as the result of Cunningham's wrongful conduct.

69. Cunningham intended to harass Hollis. The emotional distress he suffers is an actual, foreseeable and proximate result of Cunningham's wrongful conduct.

70. Cunningham's conduct, as described above, was extreme, unreasonable, malicious and outrageous.

71. As a proximate result of such conduct, Hollis has suffered severe emotional distress, pain and suffering, fear, anxiety, embarrassment and humiliation.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

### Count III

#### **Hollis v. Cunningham: Invasion of Privacy/False Light**

72. Plaintiff hereby incorporates paragraphs 1 through 71 above as if set forth in their entirety.

73. Cunningham plays a significant role in the development, creation and transformation of information submitted to her site. DDHG maintains and has exercised subjective editorial control of the content in the profiles posted to its website. In addition, Hollis believes Cunningham actively participates in the writing and preparation of the blog postings and profiles, which appear on the website, based upon the information submitted by the anonymous members.

73. Cunningham arbitrarily removes profiles or the names and identifying details of women who are posted to the site, but unreasonably refuses to remove the names, pictures, addresses or other identifying details of the men who are posted to the site, including Hollis.

74. The false information posted on the site relating to Hollis was posted with malice and with the intention to cast a negative image of Hollis to the users of the website.

75. As a result, Hollis' image and reputation were placed in a false light. The postings made sarcastic reference to a kidney donation to Hollis' mother, his having fathered multiple children, having a sexually transmitted disease, and being gay or bi-sexual, all of which is highly offensive and repugnant to the reputation of a reasonable person.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count IV**

**Hollis v. Cunningham: Defamation [Slander]**

77. Plaintiff hereby incorporates paragraphs 1 through 76 above as if set forth in their entirety.

78. On July 9, 2006, Cunningham and Hollis appeared together via satellite for an interview on "The Big Story Prime Time Edition" a nationally syndicated Fox television talk show hosted by Julie Banderas.

79. The show was aired to millions of viewers Cunningham responded to Hollis's filing of a Pennsylvania Human Relations Complaint against her by stating maliciously:

*'The discrimination angle is an obvious attempt for him to extort money from me'.*

80. Slander is a false unprivileged publication, oral utterance which charges any person with a crime, or with having been indicted, convicted or punished for a crime.

81. Hollis has never been charged in any Jurisdiction for extortion. Ms. Cunningham's reference to a criminal action was designed to defame and damage his character and good reputation.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count V**

**Hollis v. Cavelle, Empress Motion Pictures (EMP) and TJC Media  
Group (TMG): Defamation**

82. Plaintiff hereby incorporates paragraphs 1 through 81 above as if set forth in their entirety.

83. As set forth above, Cavelle, EMP and/or TJC is the registrant for the domain name of dontdatehimgirl.com. As such, they are responsible for the information contained on the website.

84. Hollis believes that Cavelle, EMP and/or TJC, through its agent Cunningham, actively participated in the writing and preparation of the defamatory profiles which appeared on the website.

85. In addition, Cavelle, EMP and/or TJC has ability to edit the blog postings and profiles on the website, as well as the ability to remove postings, or to refuse to remove postings.

86. Cavelle, EMP and/or TJC published false and defamatory statements regarding Hollis.

87. Among other things they falsely stated:

- A. Hollis Is an Alleged Cheater
- B. Hollis has multiple children;

- C. Hollis has herpes;
- D. Hollis had transmitted an STD to an anonymous poster.
- E. Hollis was gay and or bisexual; and
- F. Hollis' "crib is a dump," he "wears dirty clothes," and

he "complains about paying child support for his kids."

88. These statements constituted "defamation per se" under the law.

89. They collectively published the defamatory statements with knowledge of the falsity of the statements and/or with reckless disregard as to the truth of the statements.

90. They collectively failed to properly investigate the subject matter of the defamatory statements prior to re-publishing them and encouraged other user members to re-publish the information.

91. By publishing the defamatory statements with knowledge of their falsity or with reckless disregard as to their truth, they acted with actual malice.

92. Defendant(s) Cavelle, EMP and/or TJC have edited the site and removed other profiles.

93. They refused to remove the defamatory statements concerning Hollis from its website even after being notified that the statements were false, thus further demonstrating its malice in this case.

94. They abused any and all conditional privileges which it might have been entitled to assert, by failing to use reasonable care and diligence to ascertain

the truth, before re-publishing the false communications and by acting with actual malice.

95. As a direct, foreseeable and proximate result of Cavelle's, EMP's and/or TJC's conduct Hollis has suffered embarrassment, humiliation and emotional distress which may be permanent in nature.

96. As a direct, proximate and foreseeable result of Cavelle's, EMP's and/or TJC's conduct, Hollis has suffered damage to his reputation, which may be permanent in nature.

97. As a direct, proximate and foreseeable result of Cavelle's, EMP's and/or TJC's conduct, Hollis' earning capacity has been impaired and/or may be impaired in the future.

98. Collectively they have intentionally and maliciously defamed Hollis. Such conduct was extreme and outrageous in character, entitling Hollis to punitive damages.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant(s) for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count VI**

**Hollis v. Cavelle, Empress Motion Pictures (EMP) and TJC Media  
Group (TMG): Intentional and/or Negligent  
Infliction of Emotional Distress**

99. Plaintiff hereby incorporates paragraphs 1 through 98 above as if set forth in their entirety.

100. Hollis believes Cavelle, EMP and/or TJC actively encourages member users to submit false and derogatory information to the website, for the purpose of providing additional "titillation" for the readers of the profiles posted on the website.

101. Upon discovery of the defamatory profiles, Hollis, personally and through his attorney, notified Cavelle, EMP and/or TJC and her Attorney Marlon A. Hill that the information posted about him referred to his sexual orientation and that such information was false, inaccurate, abusive and obscene. A true and correct copy is attached hereto as Exhibit "E."

102. As set forth above, Hollis, personally and through his attorney, requested Cavelle, EMP and/or TJC to remove the defamatory statements from the website, but they unreasonably refused to remove them.

103. They collectively encourage "scorned" women to post false and derogatory statements about Hollis and other men.

104. Cavelle's, EMP's and/or TJC's conduct of encouraging "scorned" women to post false and derogatory statements about Hollis in an anonymous fashion is outrageous.

105. Hollis believes Cavelle, EMP and/or TJC operates its website with the intention of causing emotional distress to Hollis and other men who are the subjects of the defamatory profiles on the website. In the alternative, they act

with reckless disregard to the fact that their conduct causes emotional distress to Hollis and others.

106. Hollis has suffered severe and extreme emotional distress as the result of Cavelle's, EMP's and/or TJC's wrongful conduct.

107. Hollis' emotional distress is an actual, foreseeable and proximate result of Cavelle's, EMP's and/or TJC's wrongful conduct.

108. Cavelle's conduct, as described above, was extreme, unreasonable, malicious and outrageous.

109. As a proximate result of such conduct, Hollis has suffered severe emotional distress, pain and suffering, fear, anxiety, embarrassment and humiliation.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant(s) for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count VII**

**Hollis v. Cavelle, Empress Motion Pictures (EMP) and TJC Media**

**Group (TMG): Invasion of Privacy/False Light**

110. Plaintiff hereby incorporates paragraphs 1 through 109 above as if set forth in their entirety.

111. Cavelle, EMP and/or TMG and its staff maintain editorial control of the content posted to the DDHG website. In addition, Hollis believes they actively participate in the writing and preparation of the blog postings and



profiles which appear on the website, based upon the information submitted by anonymous members.

112. Cavelle, EMP and/or TMG arbitrarily removes profiles or names and other identifying details of women who provide profiles to the site, but unreasonably refuse to remove the names, pictures, addresses or other identifying details of men who are submitted to the site, including Hollis.

113. The false information profiled on the site relating to Hollis was posted with malice and with the intent to cast a negative image of Hollis to the users of the website.

114. As a result, Hollis' image and reputation were placed in a false light. The postings made sarcastic references to a kidney donation to Hollis' mother, his having fathered multiple children, having a sexually transmitted disease, and being gay or bi-sexual, all of which is highly offensive and repugnant to the reputation of a reasonable person.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendants for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

### **Count VIII**

#### **Hollis v. Cavelle, Empress Motion Pictures (EMP) and TJC Media Group (TMG): Invasion of Privacy/False Light**

115. Plaintiff hereby incorporates paragraphs 1 through 114 above as if set forth in their entirety.

116. The Defendants, Cunningham, Cavelle, TJC and TMG acted in concert and conspiracy with Merritt Lattimore Dallas, Alesia Roscov and other anonymous members to intentionally defame Hollis and to destroy his good name and reputation.

117. The Defendants Cunningham, Cavelle, TJC and TMG, acted in concert and conspired with Merritt Lattimore Dallas, Alesia Roscov and other anonymous members to intentionally and/or negligently inflict emotional distress upon Hollis.

118. The Defendants Cunningham, Cavelle, TJC and TMG acted in concert and conspired with Merritt Lattimore Dallas, Alesia Roscov and other anonymous members to invade Hollis' privacy and to falsely cast him in a false light.

**DDHG Created Illusory Terms Of Use Policy**

119. The "terms and conditions of use" for the DDHG website are attached hereto as Exhibit "F." Such terms specifically state:

"You will not post on the service, or transmit to other registered users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material, or any material that infringes or violates another party's rights (including but not limited to, intellectual property rights, and rights of privacy and publicity)."

A. Such terms and conditions of use policy was simply an illusory understanding between DDHG and its member users. Cunningham,

Cavelle, TJC and TMG collectively made numerous public statements that none of the information submitted to its servers would be examined for accuracy.

B. Cunningham, Cavelle, TJC, TMG and DDHG conspired with its member user's to knowingly, collectively and routinely violate its own "terms of use" policy and/or negligently fail to act to enforce such terms.

120. Defendants continued to maliciously post blogs and defamatory profiles concerning Hollis even when Defendants were made aware the profiles about Hollis were defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing and, racially offensive.

121. Defendants, after being made aware the postings about Hollis were defamatory, continued to suggest that others republish the defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing and racially offensive statements, when Defendants knew or should have known such postings were false.

122. As a result of the Defendants' wrongful conspiracy, Hollis has sustained the damages as set forth in Counts I through VIII above.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against Defendant for compensatory damages in excess of \$75,000.00, as well as for punitive damages, interest and costs of suit.

**Count IX**

**Hollis v. Cavelle, Empress Motion Pictures (EMP) and TJC Media Group  
(TMG): Equitable Relief**

123. Plaintiff hereby incorporates paragraphs 1 through 122 above as if set forth in their entirety.

124. Hollis, personally and through his attorney requested Defendants to remove the defamatory profiles attached hereto as Exhibits "A" through "D" from the dontdatehimgirl.com website.

125. Despite several requests by Hollis and his attorney, Defendants have adamantly refused to remove the defamatory statements from the website.

126. Hollis is entitled to equitable relief to force the Defendants to remove the defamatory profiles from the website and to enjoin Defendants from posting any additional information concerning Hollis.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order requiring the Defendants to remove the defamatory profiles from the website, enjoining Defendants from posting any additional information concerning Hollis, and to grant such other relief that is equitable and just.

**A JURY TRIAL DEMANDED**

Respectfully submitted,

By: 

Todd J. Hollis, Pro Se  
Lawyers Building 25<sup>th</sup> Floor  
Pittsburgh, Pennsylvania 15219  
412. 281.3180  
412.232.0813 Facsimile  
[toddhollis@juno.com](mailto:toddhollis@juno.com)



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Free to Join. 1000's of pictures & video's of Beautiful Ebony Singles  
Ads by Goooooogle

**Steelers Super Bowl frame**  
Purchase a framed display featuring all 5 Steeler Championships

Advertise on this site

- HOME
- ABOUT US
- MEMBER DONORS
- SEARCH PROFILES
- DDHG PODCAST
- CONTACT US

**ALLEGED CHEATER**

Todd Hollis



This guy is a trip. In fact, screw trip, he's a DOG. He dated one of my friends....that was before she found out that he had dated half of Pittsburgh. Generally only dates light skinned women. This one is an attorney, ladies. He seems professional and smooth and will hit you with how he gave his mother his kidney (\*its true, he did--you can find it on the post gazette along with mention of yet another girlfriend). He frequents clubs and tries to fly under the radar because he's got such a bad rap. He has a kid (or kids--who knows). Often dresses shabbily for a lawyer--probably part of his disguise. He's in his 30s; AND he is believed to have HERPES. Stay away!

Age NA  
 Race Black  
 Height NA  
 Weight NA  
 City NA  
 Country

**SEND THIS PROFILE TO A FRIEND**

your Name

your Email

Friends Name

Friend Email

Your Message

[REDACTED]

[REDACTED]

[REDACTED]

Forgot a Member  
Forgot Password  
Make a Profile

[REDACTED]

**SHOPPING**

[REDACTED]

CHECK OUT OUR NEW E-STORE

[REDACTED]

**DDHG NEWSLETTER**

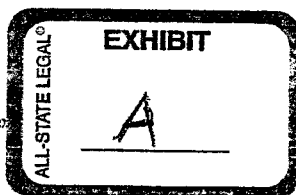
EMAIL

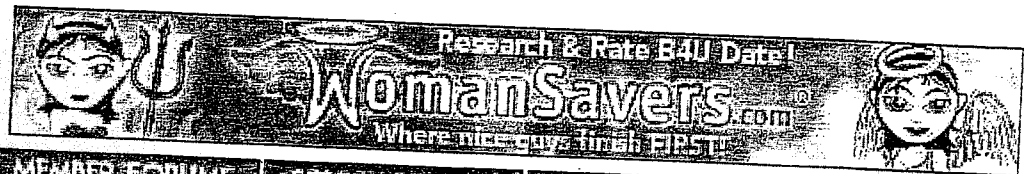
**MEN TELL US YOUR SIDE OF THE STORY**



Send us an email, tell us what happened. We'll post it next to your profile

< return





- HOME
- ABOUT US
- MEMBER FORUMS
- SEARCH PROFILES
- DPHG PODCAST
- CONTACT US

**ALLEGED CHEATER**

Todd Hollis

I used to date this guy and heard he was gay, i'm quite sure he is bi. I remember his father George asking him if he was.

Age 38  
 Race Black  
 Height 6 ft 1 in  
 Weight 175  
 City NA  
 Country

**SEND THIS PROFILE TO A FRIEND**

your Name

your Email

Friends Name

Friend Email

Your Message

Send

LOGON

become a member  
 forget password  
 post a profile

SHOP DPHG



CHECK OUT OUR NEW E-STORE

DPHG NEWSLETTER

EMAIL

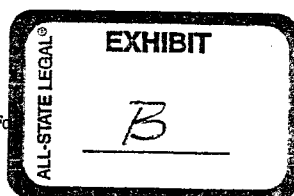
SUBMIT

**MEN TELL US YOUR SIDE OF THE STORY**



Send us an email, tell us what happened. We'll post it next to your profile

< return





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Thousands of singles in your area. Find your match for free now!

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- SEARCH PROFILES
- DDHG PODCAST
- CONTACT US

**ALLEGED CHEATER**

Todd Hollis

Do NOT DATE HIM. He gave me an STD and dated 2 people at a time.

Age 37  
 Race Black  
 Height 6 ft 2 in  
 Weight NA  
 City NA  
 Country

**SEND THIS PROFILE TO A FRIEND**

your Name

your Email

Friends Name

Friend Email

Your Message

SEARCH FOR FRIENDS  
SEARCH FOR PROFILES  
SEARCH FOR PROFILES

**DDHG PODCAST**



**CHECK OUT THE NEW E STORE**

**DDHG NEWSLETTER**

EMAIL

< return

**MEN TELL US YOUR SIDE OF THE STORY**



Send us an email, tell us what happened. We'll post it next to your profile





- HOME
- ABOUT US
- MEMBER FORUMS
- SEARCH PROFILES
- DDHG PODCAST
- CONTACT US

**ALLEGED CHEATER**

todd hollis

Dark and handsome ladies, he looks like a chocolate dream. Until you get to know him. His crib is a dump. He wears dirty clothes all the time. He's an attorney but you would never think so cause he complains about paying child support for his kids. He got hook-ups in every zipcode in the USA. He's hot....DON'T LET HIM FOOL YOU GIRL!

Age 37  
 Race Black  
 Height 6 ft 2 in  
 Weight 175  
 City NA  
 Country

**SEND THIS PROFILE TO A FRIEND**

your Name

your Email

Friends Name

Friend Email

Your Message

become a member  
 forgot password  
 post a profile

**SHOP DDHG**



**CHECK OUT OUR NEW E-STORE**

**DDHG NEWSLETTER**

EMAIL

**MEN TELL US YOUR SIDE OF THE STORY**



Send us an email, tell us what happened. We'll post it next to your profile

< return





Subj: **URGENT LEGAL MATTER REGARDING CONTENT OF POSTING ON WEBSITE**  
 Date: 5/24/2006 5:20:01 P.M. Eastern Daylight Time  
 From:  
 To:  
 CC:

Hi Paul,  
 You have a right to send in a rebuttal to your profile. Should you chose to do so, please send it via e-mail to [rebuttals@dontdatehimgirl.com](mailto:rebuttals@dontdatehimgirl.com).

I am forwarding this e-mail to my attorney Marlon A. Hill. His phone number is (786) 777-0184. Should you chose to initiate legal action, you may contact him directly.

Best,  
 Tasha

----- Original Message -----  
 From: Paellisjresq@aol.com  
 Date: Wed, 24 May 2006 17:14:48 EDT

Good afternoon, Ms. Joseph. My name is Paul A. Ellis, Jr., and I represent a gentleman by the name of Todd Hollis. Both myself and Mr. Hollis are African-American Attorneys residing in Pittsburgh, Pennsylvania, Allegheny County. Mr. Hollis is a well-known and highly respected criminal defense lawyer in Pittsburgh, and is highly visible, in part due to the number of high-profile cases he's handled, and in light of his work in the community. Earlier today, it came to our attention that one of your subscribers posted information on your website concerning Mr. Todd Hollis in clear violation of the terms of use posted on your site, specifically under Section 1.b. which states that "You will not post on the service, or transmit to other Registered Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectually property rights, and rights of privacy and publicity).

The subscriber in this case, makes sarcastic reference to a kidney donation that my client has transplanted into his mother. This information clearly violates my client's (and his mother's) rights in that it is protected by a variety of public policy and privacy laws (including the Pennsylvania Mental Health Procedures Act), and is clearly extremely offensive, as are the references to my client possible having multiple children. In addition, the subscriber makes reference to my client having a sexually transmitted disease (Herpes) which he does not have and can easily be proven. This information is defamatory, inaccurate, and also clearly highly offensive.

We respect the fact that you are trying to establish and maintain a business, and we have no particular desire to involve you or your business in litigation, but my client is resolved to taking legal action against the individual subscriber. Accordingly, I am requesting the following actions to be taken with all due diligence. 1) The REMOVAL OF MY CLIENT'S NAME, PICTURE, AND ANY IDENTIFYING INFORMATION BY 12:00P.M. TOMORROW, MAY 25, 2006., and 2) the name, address, phone number, and IP address of the subscriber that posted the defamatory information, as well as the date and time of the posting.

You are well within your rights to provide this information to us. Under your terms of use, you put subscribers on clear notice as it clearly states that you can provide "personally identifying information to other companies or individuals....in any of the following limited circumstances: "We conclude that we are required by law of have a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property, or safety of [www.dontdatehimgirl.com](http://www.dontdatehimgirl.com) (<http://www.dontdatehimgirl.com>), its users or the public."

It goes without saying that providing us with the personally identifying

EXHIBIT  
 "E"

information so that we may proceed with legal action against the individual subscriber instead of instituting a civil action in federal court against the actual site, and utilizing subpoena power and discovery tools, not to mention avoiding the cost of litigation and needless negative publicity, and protecting the integrity of the site and the faith of its users, is all in the best interest of the rights, property, and safety of your website.

Please be advised that my client is highly upset about this illegal posting, and is deeply resolved to remedying this situation and taking appropriate legal action. Please contact me at your earliest convenience at phone number (412) 512-4457. My address is P.O. Box 53105, Pittsburgh, PA 15219. You may also fax me the requested information at (412) 281-2568, as well as confirming that the defamatory posting has been removed. Thank you. Very truly yours, Paul A. Ellis, Jr., Esquire, Attorney for Todd Hollis, Esquire

---

Sent via the WebMail system at [dontdatehimgirl.com](http://dontdatehimgirl.com)



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#### TERMS OF USE

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b. You will not post on the Service, or transmit to other Registered Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

c. You will use the Service in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Membership in, and use of, the Service is void where prohibited.

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f. You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

g. You are solely responsible for your interactions with other Registered Users. You agree to take normal precautions when meeting individuals through the Service. You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service.

i. You will promptly report to the Company any violation of the Terms of this Agreement by other Registered Users.

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Exhibit  
"F"

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**8. Jurisdiction.** This Web site is hosted on servers located in the United States and is intended to be viewed by residents of the United States . In the event of any dispute arising out of or relating to this site, you agree that the exclusive venue for litigating disputes shall be in state or federal court in Miami , Florida .

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### Privacy Policy

At [www.DontDateHimGirl.com](http://www.DontDateHimGirl.com), we strive to provide an easy-to-use, hassle-free service for our users. We recognize that privacy is an important issue, so we design and operate our services with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we gather when you use

our services, as well as some of the steps we take to safeguard it.

The following principles apply to the personally identifying information we ask for and that you provide. "Personally identifying information" is information that individually identifies you, such as your name, physical address or email address. You can find more details about the data we collect on particular services by clicking the links on the side of this page.

### **Data collection**

- www.DontDateHimGirl.com collects limited non-personally identifying information your browser makes available whenever you visit a website. This log information includes your Internet Protocol address, browser type, browser language, the date and time of your query and one or more cookies that may uniquely identify your browser. We use this information to operate, develop and improve our services.
- Some of our services require you to register for an account. www.DontDateHimGirl.com asks you for some personal information in order to create an account (typically your name, email address and a password for your account) and we will use that information to provide the service. For certain services, such as our advertising programs, we may request credit card or other payment information which we maintain in encrypted form on secure servers.
- When we require personally identifying information, we will inform you about the types of information we collect and how we use it. We hope this will help you make an informed decision about sharing your personal information with us.

### **Cookies**

- Upon your first visit to www.DontDateHimGirl.com, a cookie is sent to your computer that uniquely identifies your browser. A "cookie" is a small file containing a string of characters that is sent to your computer when you visit a website. We use cookies to improve the quality of our service and to better understand how people interact with us. www.DontDateHimGirl.com does this by storing user preferences in cookies and by tracking user trends and patterns of how people use our service. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some www.DontDateHimGirl.com features or services may not function properly without cookies.

### **Information sharing**

- We do not rent or sell your personally identifying information to other companies or individuals, unless we have your consent. We may share such information in any of the following limited circumstances:
  - We have your consent.
  - We provide such information to trusted businesses or persons for the sole purpose of processing personally identifying information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Privacy Policy and appropriate confidentiality and security measures.
  - We conclude that we are required by law or have a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of www.DontDateHimGirl.com, its users or the public.
- If you have an account, we may share the information submitted under your account among all of our services in order to provide you with a seamless experience and to improve the quality of our services. We will not disclose your account information to other people or non-affiliated companies, except in the limited circumstances described in this Policy or with your consent.
- We may store and process personal information collected on our site in the United States or any other country in which www.DontDateHimGirl.com or its agents maintain facilities. By using our services, you consent to the transfer of your information among these facilities, including those located outside your country.
- In the event of a transfer of ownership of www.DontDateHimGirl.com, such as acquisition by or merger with another company, we will provide notice before any personally identifying information is transferred and becomes subject to a different privacy policy.
- We may share aggregated information with others such as how many users clicked on a particular advertisement.

### **Information security**

- We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data.
- We restrict access to your personally identifying information to employees who need to know that information in order to operate, develop or improve our services.

**Updating your information**

- We provide mechanisms for updating and correcting your personally identifying information for many of our services. For more information, please see the help pages for each service.

**Links**

- The sites displayed as search results or linked to by www.DontDateHimGirl.com services are developed by people over whom www.DontDateHimGirl.com exercises no control. These other sites may place their own cookies on your computer, collect data or solicit personal information.
- www.DontDateHimGirl.com may present links in a format that enables us to understand whether they have been followed. We use this information to understand and improve the quality of our service.

**Changes to this Policy**

Please note this Privacy Policy will change from time to time. We expect most such changes to be minor, but there may be changes that are more significant. Regardless, we will post those changes on this page and, if the changes are significant, we will also provide a more prominent notice. If you have any additional questions, please feel free to contact us any time at [web@dontdatehimgirl.com](mailto:web@dontdatehimgirl.com)

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Step One:

Please choose a username of up to 16 characters (Numbers, Letters and  
or underscores) in length

Please enter a password that you will remember

confirm the password

Enter a valid email address. You will receive confirmation of your  
membership at this address

I have read and I understand the [Terms of Use](#)

**Submit**

your ip address will be logged as 209.195.179.171

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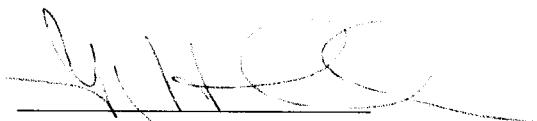
Search

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**VERIFICATION**

I verify that the facts set forth in this Complaint In Civil Action are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/28/07

  
\_\_\_\_\_  
Todd J. Hollis  
Pro Se Petitioner

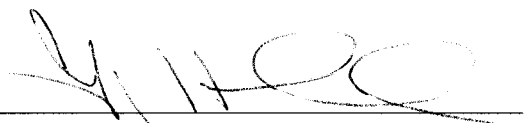


**CERTIFICATE OF SERVICE**

I, Todd J. Hollis, Pro Se, hereby certify that the within Complaint in Civil Action was served this 30<sup>th</sup> of November, 2007 on all interested parties in the manner set forth below, and addressed as follows:

Robert L. Byer, Esquire  
Duane Morris LLP  
600 Grant Street, Suite 5010  
Pittsburgh, Pennsylvania 15219

Lida Rodriguez-Taseff  
Duane Morris LLP  
200 South Biscayne Boulevard, Suite 3400  
Miami, Florida 33131-2397



---

Todd J. Hollis, Pro Se Petitioner

JS 44 (Rev. 11/05)

**CIVIL COVER SHEET**

07 23112  
 FILED by [ ] D.C.  
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 Dade County

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

**I. (a) PLAINTIFFS**  
 Todd J. Hollis, Pro Se

**(b) County of Residence of First Listed Plaintiff** Allegheny  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorney's (Firm Name, Address, and Telephone Number)**  
 25th Floor Lawyers Bldg  
 Pittsburgh PA 15219  
 412.281.3180  
 412.232.0813 Fax Dade 07-2312 CIV Attorney TWCT

**DEFENDANTS**  
 Tasha C. Cunningham

**County of Residence of First Listed Defendant** Dade County  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

**Attorneys (If Known)** Lida Rodriguez-Tasseff  
Robert L. Byer

**(d) Check County Where Action Arose:**  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE HIGHLANDS

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff  3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant  4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Re-filed (see VI below)  4 Reinstated or Reopened  5 Transferred from another district (specify)  6 Multidistrict Litigation  7 Appeal to District Judge from Magistrate Judgment

**VI. RELATED/RE-FILED CASE(S).** (See instructions second page):

a) Re-filed Case  YES  NO b) Related Cases  YES  NO

JUDGE Wetrick DOCKET NUMBER GD 06-12677

**VII. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): U.S. Civil Statute: 28 USC § 1332  
Description: Diversity Jurisdiction

LENGTH OF TRIAL via 7-10 days estimated (for both sides to try entire case)

**VIII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  DEMAND \$ Available Relief - 10 million plus damages

CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD: [Signature] DATE: 11/28/07

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