

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MAY 15 2006

JAMES H. LARSEN, CLERK
RICHLAND, WASHINGTON DEPUTY

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT
OF WASHINGTON AT RICHLAND

James S. Gordon, Jr., Plaintiff,

v.

Impulse Marketing Group, Inc.,
Defendant

Impulse Marketing Group, Inc.,

Jeffrey P. Goldstein, Gregory
Greenstein, Kenneth Adamson, Phillip
Huston, and John Doe spammers 1-50,
Third-Party Plaintiffs,

v.

Robert L. Pritchett, Third-Party
Defendant

TO: Clerk of the Court

AND TO: Floyd E. Ivey, Attorney for Third-Party Plaintiff

AND TO: Peter J. Glantz and Sean A. Moynihan

Case No.: CV-04-5125-FVS
RESPONSE TO IMPULSE'S MEMO
OF LAW IN SUPPORT OF MOTION
TO DISMISS THIRD PARTY
DEFENDANT'S AMENDED
COUNTERCLAIMS

1 **Introduction**

2 Mr. Ivey has made it clear that he will not contact Plaintiff, even though Mr.
3 McKinley and Mr. Siegel have provided him with written permission to do so. As I
4 am representing myself, there is no reason or excuse for him to refuse to contact or
5 conference with me.

6 In the normal course of events when both sides are represented by counsel,
7 disputes can be resolved wholly or in part via communication between the parties.
8 Impulse's attorneys have refused to communicate with third parties. A letter or two
9 threatening me with sanctions are the only communications that I have received.
10 This strident posturing is difficult to decipher as the seemingly altruistic notion of
11 precluding sanctions is couched in terms which include allegations of wrongdoing
12 on my part.

13 Thus there is no justification for expending scores of hours on "research",
14 etc. when a simple phone call and email or a letter can reduce the need for the
15 waste of Court resources and its client's resources. If Impulse were really
16 concerned with my welfare it would extend me the courtesy or opportunity to
17 discuss my claims with it. Impulse's refusal to bargain in good faith negates any
18 entitlement to sanctions as its assertion to same coupled with its refusal to dialog
19 with us are designed only to harm third parties.

20 **Clarifications Regarding Amended Counterclaims**

21 The undersigned is withdrawing each counterclaim which is properly
22 invoked by the state rather than a private citizen. However, I re-assert my
23 counterclaim regarding the intentional infliction of emotional distress and reserve
24 the right to re-introduce new claims after consultations with the district attorney
25 and police department.

Response to Memorandum by Impulse

1
2 As I have never had an opt-in address at “gordonworks.com”, Impulse has
3 sued the wrong person. Impulse has yet to offer any link from me to the alleged
4 conspiracy other than conjecture. There is no email address at “gordonworks.com”
5 with my name as with the other third parties. I have not sought or opted into free
6 prize offers from Impulse or its affiliates. There is no connection between me and
7 any scheme or conspiracy. Just as Richland Police Officer, Lew Reed was painted
8 by Impulse as being a co-conspirator – its allegation against me is likewise without
9 merit or support by any facts proffered by Impulse.

10
11 **Response to XV...Permanent Injunction**

12 My experience with this lawsuit gives me pause regarding assuming the role
13 of Chief Technology Officer with Omni Innovations, LLC in this limited manner, I
14 would like to see the harassment of Plaintiff (and third parties) ended before we
15 begin to use email addresses at Omni.

16 This lawsuit has taught me that companies like Impulse operate outside of
17 the law. If one challenges its right to spam, one will be vilified by its management
18 and attorneys. As a result of this lesson learned, I request that this Court enjoin
19 Impulse from spamming parties that do not want its email. The
20 “gordonworks.com” domain is a test case of sorts to determine whether an
21 individual or organization can re-claim its intellectual property once the identity
22 thieves and spammers appropriate it. As an officer of Omni, I wish to take every
23 precaution against using an Omni email address on the Internet or in
24 communications with any spammers. Such a “disclosure” gives spammers a
25 valuable commodity which they have no compunction about selling and re-selling
for profit – even when the owner of the email says no to them.

