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2 INTERNET ATTORNEY
3 407 South California
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8 Attorney for Plaintiff
9 Daniel L. Balsam

(ENDORSED)
FILED
FEB 07 2005

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY
ROWENA A. WALTON

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SANTA CLARA - UNLIMITED JURISDICTION

12 DANIEL L. BALSAM, an individual,
13
14 Plaintiff,

15 vs.

16 ULTIMATE CORNER, et al.,
17
18 Defendants.

CASE NO. 1-04-CV-020000

STIPULATION TO ENTRY OF JUDGMENT

**Cal. Bus. & Prof. Code § 17200 et seq.
Cal. Bus. & Prof. Code § 17500 et seq.**

STIPULATION TO ENTRY OF JUDGMENT

19 For the purpose of settling and compromising a dispute, DANIEL L. BALSAM (hereinafter
20 "Mr. Balsam") and ULTIMATE CORNER LLC (hereinafter "Ultimate Corner") hereby
21 stipulate and agree as follows:

22 1. Ultimate Corner sent Mr. Balsam 80 unsolicited commercial email messages between
23 May 19 and December 9, 2003.

24 2. Mr. Balsam had no pre-existing relationship, business or personal, with Ultimate Corner
25 or any of its employees. Mr. Balsam never requested email from Ultimate Corner. None of the
26 commercial email messages' subject lines began with "ADV:" or had opt-out instructions as the
27 first text in the body of the email and in the same font size as the majority of the text of the
28 email.

2. After the first email from Ultimate Corner, Mr. Balsam sent an email to
optout@ultimateoffers.net and admin@ultimatesports.info, subject line: "LEGAL WARNING."
This email advised Ultimate Corner its email to a California resident was in violation of
California law, requested that Ultimate Corner stop sending unlawful email, and warned

1 Ultimate Corner that Mr. Balsam would take legal action if Ultimate Corner continued to send
2 unlawful email.

3 3. Ultimate Corner did not stop sending commercial email to Mr. Balsam, so, on August 3,
4 2003, Mr. Balsam clicked the "Unsubscribe" hyperlink, which launched his Internet browser
5 and displayed a web page from a web site operated by Ultimate Corner. This web page stated,
6 "Your unsubscribe request for email address [REDACTED] has been successfully
7 received. Please allow 3-5 business days for your email to be completely removed from the
8 system."

9 4. Ultimate Corner did not stop sending email to Plaintiff, instead increasing the rate to
10 more than two per day.

11 5. Mr. Balsam has made claims for damages and equitable relief.

12 6. Ultimate Corner has agreed to pay Mr. Balsam [REDACTED].

13 7. Ultimate Corner has agreed to provide the requested equitable relief by hereafter
14 complying with all laws and regulations pertaining to Internet advertising.

15 8. This Stipulated Judgment is an injunction for purposes of the Unfair Business Practices
16 Act and the Unfair Advertising Practices Act.

17 9. In accordance with the terms of the offer and acceptance and to secure the performance
18 thereof, Mr. Balsam, by and through his attorney, and Ultimate Corner, by and through its
19 attorney, hereby enter in to this stipulation to be filed in the above-identified action for the
20 purpose of causing a final judgment to be entered against Ultimate Corner in accordance with
21 the terms set forth in paragraphs 7 and 8 above.

22 10. The parties have agreed to bear their own costs and attorneys' fees.

23 DATED this ____ day of January, 2005.

24 Presented by:

25 INTERNET ATTORNEY

26 _____
27 Timothy Walton
28 Attorney for Daniel L. Balsam

ROBERT B. COFFIN, A.P.C.

Robert Coffin
Attorney for Ultimate Corner LLC

ITS IS SO ORDERED

Judge of the Superior Court

1 Timothy J. Walton, Esq. (State Bar No. 184292)
 2 INTERNET ATTORNEY
 3 407 South California
 4 Suites 8
 5 Palo Alto, CA 94306
 6 Phone (650) 566-8500
 7 Fax (650) 618-8687
 8 Attorney for Plaintiff
 9 Daniel L. Balsam

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23 DATED this 31 day of January, 2005.

24 Presented by:

25 INTERNET ATTORNEY

26 

27 Timothy Walton
28 Attorney for Daniel L. Balsam

29 ROBERT B. COFFIN, A.P.C.

30 
31 Robert Coffin
32 Attorney for Ultimate Corner LLC

33 ITS IS SO ORDERED

34 FEB 07 2005

35 JACK KOMAR

36 Judge of the Superior Court