



1 Garga-Richardson, Premier Financial Accounting Services, and Scam Fraud Alert appeared in  
2 propria persona.

3 Evidence having been introduced and considered by the Court and the Court now finds as  
4 follows:

5 1. Premier Financial entered into a colocation contract with Colocation America on  
6 October 28, 2008 by which Colocation America provided a server for the use of Premier Financial  
7 within its colocation facility. Premier Financial then uploaded by internet transfer its data onto  
8 the subject server.

9 2. Pursuant to the contract, Premier Financial agreed to operate within an  
10 incorporated Acceptable Use Policy, which specified that Premier Financial would not,  
11 "knowingly engage in any activities designed to harass, or that will  
12 cause a denial-of-service (e.g. synchronized number sequence attacks)  
13 to any other user whether on the Colocation America network or on  
14 another provider's network."

15 3. During the course of operation, Colocation gave Premier Financial notice that it  
16 had information that Premier Financial was acting in violation of the Acceptable Use Policy  
17 guidelines. Nevertheless, Premier Financial continued to engage in activities which violated the  
18 agreed upon policy.

19 4. On Friday, January 30, 2008 Premier Financial caused a synchronized number  
20 sequence denial-of-service attack by outside parties retaliating for network publications made by  
21 Premier Financial. The outside attack caused the destruction of Premier Financial's hard drive of  
22 the server provided by Colocation to Premier Financial, and prevented all operations of  
23 Colocation America and its upstream network providers for 1.5 hours.

24 5. As a result of the January 30, 2008 attack, Colocation America was left with no  
25 choice, but to shut down the operation of Premier Financial server, and to rescind its contract for  
26 violation of its Acceptable Use Policy.

27 6. Colocation America indicated during trial that in view of the economic condition  
28 of Premier Financial, and its principal Archie Garga-Richardson, plaintiff agreed to waive all

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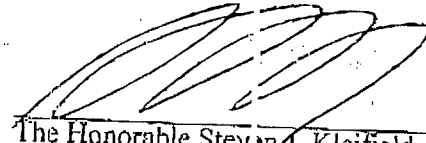
damages other than an nominal award.

From these findings the Court concludes that:

- (a) Premier Financial breached the agreed upon Acceptable Use Policy and thereby breached its agreement with Colocation America. By Colocation America's waiver of other than nominal damage, it is awarded \$1.00; and,
- (b) On the Cross-complaint, the Court rules in favor of Colocation America and that Archie Garga-Richardson, Premier Financial & Accounting Services take nothing by way of their complaint against Albert Alldoot dba Colocation America;

Let Judgment be entered accordingly.

Dated: FEB. 9, 2010



The Honorable Steven J. Kleinfeld  
Judge of the Superior Court