

LASC # 09K08409  
**ORIGINAL FILED**

1 ARCHIE GARGA-RICHARDSON, et. al. pro per

2 [REDACTED]

3 [REDACTED]

MAY 29 2009

4  
5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
6 **COUNTY OF LOS ANGELES**  
7 **CENTRAL DIVISION-STANLEY MOSK COURTHOUSE**

**LOS ANGELES SUPERIOR COURT**

8	<b>Colocation America Corporation,</b>	)	Case No.: 09K08409
9	a Nevada Corporation,	)	DEFENDANT'S ANSWER TO COMPLAINT
10	Plaintiff, -	)	Pursuant to 431.30
11	vs.	)	[Limited Civil Action]
12	<b>Archie Garga-Richardson, Premier Financial</b>	)	Before the Honorable
13	<b>&amp; Accounting Services, LLC,</b>	)	<b>BARBARA A. MEIERS, Judge</b>
14	ScamFraudAlert.com; DOES 1 through 10	)	Department: 12
15	Defendants	)	Room: 636
		)	Date:
		)	Time:

16  
17 **TO ALL PARTIES AND ATTORNEY OF RECORD**

18 Pursuant to the provisions of Code of Civil Procedures 431.30, Defendant Archie Garga-  
19 Richardson denies each and every causes of action in the complaint. (See Attached)

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**DEFENDANT'S ANSWER TO PLAINTIFF COMPLAINT**

LASC # 09K08409

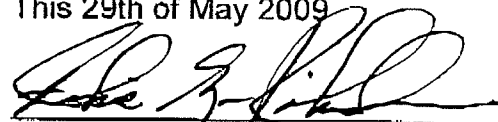
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**Defendant Prays**

Defendant requests that the court dismiss Plaintiff's complaint in its entirety with prejudice and without leave to amend.

Respectfully Submitted:

This 29th of May 2009



**ARCHIE GARGA-RICHARDSON**  
Defendant - In pro per

[Redacted contact information]

PLD-C-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): TELEPHONE: (866) 398-1178 Archie Garga-Richardson [REDACTED] [REDACTED] ATTORNEY FOR (NAME) Defendant pro per	FOR COURT USE ONLY
Insert name of court, judicial district or branch court, if any, and post office and street address: Superior Court of California - Los Angeles County 111 North Hill Street Los Angeles, CA 90012 Central District - Stanley Mosk Courthouse Branch 61	
PLAINTIFF Colocation America Corporation	
DEFENDANT Archie Garga-Richardson	
<p style="text-align: center;"><b>ANSWER—Contract</b></p> <input checked="" type="checkbox"/> TO COMPLAINT OF (name): Colocation America Corporation <input type="checkbox"/> TO CROSS-COMPLAINT (name):	CASE NUMBER: 09K08409

- 1 This pleading, including attachments and exhibits, consists of the following number of pages: \_\_\_\_\_
- 2 DEFENDANT (name): Archie Garga-Richardson, et. al.  
answers the complaint or cross-complaint as follows:
- 3 Check ONLY ONE of the next two boxes:
  - a.  Defendant generally denies each statement of the complaint or cross-complaint. (Do not check this box if the verified complaint or cross-complaint demands more than \$1,000.)
  - b.  Defendant admits that all of the statements of the complaint or cross-complaint are true EXCEPT:
    - (1) Defendant claims the following statements are false (use paragraph numbers or explain):  
 That the Defendant caused the Distributed-Denial-of-Service (Ddos) attacks against Plaintiff network page 2 lines 14 through 21  
  
 Defendant denies Causes of Actions 1,2,3 and 4

- (2)  Continued on Attachment 3.b.(1).  
 Defendant has no information or belief that the following statements are true, so defendant denies them (use paragraph numbers or explain):

Continued on Attachment 3.b.(2).

If this form is used to answer a cross-complaint, plaintiff means cross-complainant and defendant means cross defendant

PLD-C-010

SHORT TITLE Colo America vs. Garga-Richard, et. al.	CASE NUMBER 09K08409
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**ANSWER—Contract**

4  AFFIRMATIVE DEFENSES Defendant alleges the following additional reasons that plaintiff is not entitled to recover anything.

Plaintiff complaint is barred by the Statue of Fraud under California civil code Section 1624 and California Corporation Code [ Corp. c. 2105 & 2203].

Defendant believes that the contract subject to this lawsuit is invalid because Plaintiff committed "FRAUD" and "MISREPRESENTATION" by advertising online that "NO SET UP FEE" would be charge for hosting services.

Plaintiff assured Defendant that there would be no set up fees at the time contract was executed and later charged Defendant \$450.00 set up or installation fee which the Defendant paid in two installments. [Exhibit A]

Plaintiff need to explain to this court the difference between a set up fee or activation charge or service fee as stated in contract page 2 (1) I.1 [Exhibit B]

Continued on Attachment 4.

5  Other

In denying the allegations of the Complaint above, Defendant denies not only the specific numbers and amounts alleged by Plaintiff, but all other numbers and amounts claimed.

That this court should find the behavior of Plaintiff Albert Ahdout DBA Colocation America Corporation reprehensible for confiscating Defendant database and holding it hostage this long.

6 DEFENDANT PRAYS

a that plaintiff take nothing.

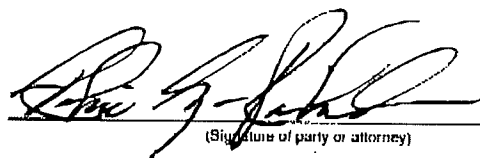
b  for costs of suit.

c  other (specify)

Loss of revenue from operating site and seek punitive damages as this court see fit.

Request that this court dismiss the Plaintiff complaint in its entirety with prejudice and without leave to amend.

Archie Garga-Richardson  
(Type or print name)

  
(Signature of party or attorney)

MC-025

SHORT TITLE Colocation America vs. Garga-Richardson, et. al	CASE NUMBER 09K08409
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ATTACHMENT (Number): PLD-C-010

Page 2 of 3

(This Attachment may be used with any Judicial Council form )

(Add pages as required)

3.b.1

Defendant categorically deny causing the Distributed Denial of Service (Ddos) attacks as alleged on page 2 line 15 of complaint. Defendant could not have caused these attacks since the very essence of the service purchased by Defendant was protection against Distributed-Denial-of-Service (Ddos) attacks sold by the Plaintiff's vendor protectpoint.com.

Defendant denies Plaintiff claims on page 2 line 18 through 26. Defendant states that Plaintiff sought to extort threats, coercion and demanded that Defendant perform the following in order to retrieve his database. [Exhibit C]

1. Pay February 2009 Service
2. Purchase Server that hosted Plaintiff database
3. Face possible lawsuits and legal expenses

FIRST CAUSE OF ACTION - Trade Libel

Defendant denies making disparaging statement regarding Plaintiff as stated on page 3 lines 11 through 20. Defendant believes all statements are true base on Defendant's hosting experienced with Albert Ahdoot aka Colocation America Corporation.

SECOND CAUSE OF ACTION - International Interference with Prospective Economic Advantage.

Defendant denies any attempts to disrupt and interfere with Plaintiff economic benefits and prospective economic relationships line 1 and 4. That Plaintiff past business practices and attempt to silence Defendant by requesting Defendant sign a release is in itself evident of Plaintiff business practices and relationships.

THIRD CAUSE OF ACTION - Negligent Interference.

Counsel states " The actions of Defendants were specifically intended to affect the prospective economic and capital requirement of Plaintiff." Harm to Plaintiff was high foreseeable line 18 (25)(a)(b).

Defendant categorically denies this and note that Plaintiff Albert Ahdoot should bare full responsibility for his actions. That public comments of Defendant to share his hosting experienced with Mr. Albert Ahdoot aka Colocation America Corporation is a direct result of Mr. Ahdoot past business practices and relationship. That there are published statements online about Plaintiff Albert Ahdoot that Counsel may see as harmful therefore Defendant is not publishing anything more harmful than already known. That the practice of Plaintiff to demand customers sign a release claim during separation is reprehensible

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

MC-025

SHORT TITLE

Colocation America vs. Archie Garga-Richardson, et. al

CASE NUMBER

09K08409

ATTACHMENT (Number): PLD-C-010

Page 3 of 3

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

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3.b.1

**BREACH OF CONTRACT**

Plaintiff asserts that Defendant is in breach by failing to satisfying twelve (12) months obligation and make payments.

Defendant denies the existence that a breach have occurred since the Plaintiff sold Defendant Distributed-Denial-of-Service (Ddos) protection and assured Defendant that such protection was adequate to withstand any attacks.

Defendant asserts the inability of Plaintiff to perform the service for which Plaintiff sold is in itself a breach of contract. Defendant request to move site to another hosting company because of Plaintiff inability to protect site is being hamper by Plaintiff demands and now legal maneuvering.

4. continued.

Plaintiff asserts that during the period of January 30, 2009 to February 6, 2009 the time Defendant experienced the Ddos attacks, that Plaintiff Albert Ahdoot (Colocation America Corporation) seized the opportunity to issue demands, threat of lawsuits, extortions and coercion. That Mr. Ahdoot requested Defendant purchased server that hosted Plaintiff database and pay for February 2009 service. Upon fulfilling those DEMANDS, that the last hurdle Defendant needed to do to take possession of his database or server was to sign a release prepared by Plaintiff Attorney stating that "Defendant will not bad mouthed" or post his hosting experience with Colocation America Corporation or Albert Ahdoot on any blogs, forums, or Defendant's forum ScamFraudAlert.com now ScamFraudAlert.WebBlog. In essence an attempt to silence the Defendant from exercising his First Amendment Rights protected under the Constitution of the United States and the State of California.

That Mr. Albert Ahdoot or Albert A. Ahdoot is the only known Principal of Colocation America Corporation.

Defendants states that this lawsuit is about cyber bullies, greed, and just plain hostility.

Defendant estimates that the loss of revenue now exceeds the statutory amount allow in small claim.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury )

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**Exhibits A**  
Advertisement & Assurance - No Set Up Fee  
Distributed-Denial-of-Service Service Provided Adequate  
Protectpoint As Provider

ColocationAmerica review.Is ColocationAmerica good host?... http://www.web-hosting-top.com/web-hosting/web-hosting...

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Exhibit A

WEB-HOSTING-TOP.com

ColocationAmerica review & Colocation America hosting reviews Web Hosting Reviews & Top 10 Web Hosting!



Search company

Web Hosting Reviews » ColocationAmerica review »

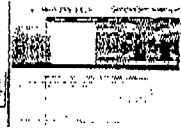
ColocationAmerica - www.colocationamerica.com

ColocationAmerica Hosting Rating. Company not reviewed. If you have a review, contact

Google

Ranking:

Page Rank 4



Top 10 Web Hosting

Webhosting Directory

Add Hosting Company

Web Hosting News

Web Hosting Coupons

Webmaster Tools

Top Web Hosting

Best Web Hosting

company overview Colocation America

Review ColocationAmerica

Testimonial ColocationAmerica

About ColocationAmerica

Founded in 2000 in Los Angeles, California and later incorporated under Colocation America Corporation with corporate office in Las Vegas, Nevada and Datacenters in Los Angeles, California and Las Vegas, Nevada by Sr System Engineers and Sr Network Engineers looking to provide the highest possible quality service with knowledgeable staff at lowest possible pricing.

The lack of a good service provider with all the qualities that are now available through Corp America Corporation was the primary motivation behind the group. Currently Colocation America Corporation employs the highest quality equipment and is staffed by the most qualified people in their field. Every team member has a minimum of five years of experience and is certified in their field.

The primary Datacenter located on the world famous One Wilshire building in downtown Los Angeles, California allows for maximum scalability as major fiber carriers run directly down what is known as the "Wilshire Corridor" allowing us to easily connect to virtually any backbone provider and scale our internet connectivity to meet clients needs. Additionally our Network is directly connected via Fiber Optic lines to the meet-me-room of the "One Wilshire building"

Contact ColocationAmerica

9630 West Flamingo Rd Suite 170 Las Vegas NV 89147

Sales Hotline: 800-298-8915 Tech Helpline: 800-298-8915

Promotions Colocation America coupon code colocationamerica.com promo code

No web hosting coupon code announced!

Looking to get a great deal using coupon code? Checkout our current web hosting coupons list!

55 colocationamerica.com HOSTING PLANS colocationamerica.com Hosting Plans

Hosting Plan Name [ Linux/Shared Hosting]	Price/mo	Web Space	Transfer	Date update	Setup fee	Original plan
Super Micro Dual Xeon Blow out	\$149.00	74000 mb	3250 gb	2008-10-27	free	Original plan
Hosting Plan Name [ Windows/Colocation Hosting]	Price/mo	Web Space	Transfer	Date update	Setup fee	Original plan
Colocation America	\$49.00	unlimited	unmetered	2008-10-27	free	Original plan
Colocation America	\$49.00	unlimited	3200 gb	2008-10-27	free	Original plan

Stats Web services Colocation America ( colocationamerica.com ColocationAmerica )

(provided by paid service from Alexa Web Information Service)

Contact Information for Colocation America | Company management controlled by albert(at)colocationamerica(dot)com

Owner Colocation America Site Title Colocation America Site Description Colocation America provides connectivity and colocation services for all kinds of customers. We have 3 colocation facilities in Los Angeles (OneWilshire building) and a big presence in Las Vegas. We will beat any quote from any companies out there as we ar

Colocation America is web hosting company targeted for countries: United States

Statistics for www.colocationamerica.com

Site in business since 29 Mar 2006 Links to the site 650 Popularity Rank (1 best) 616974 Site language en

Website details www.colocationamerica.com

Exhibit A



OKO- 409

Exhibit A



Archie ScamFraudAlert <scamfraudalert@gmail.com>

Managed Hosting -

Albert (Colocation America) <albert@colocationamerica.com>

Wed, Oct 15, 2008 at 11:30 AM

To: ScamFraudAlert <scamfraudalert@gmail.com>

Dear Archie,

\$600 for the DDOS and \$150 for us.  
I can not tell him how much to charge you for his services.  
\$750 total.  
I have already discounted you \$50 a month and no setup fee.  
Let me know how you would want to move forward.

Best,  
Albert

----- Original Message -----

From: ScamFraudAlert <scamfraudalert@gmail.com>

To: Albert (Colocation America) <albert@colocationamerica.com>

[Quoted text hidden]

Exhibit A

09K08409

Exhibit A

Colocation America Inc.

9360 W. Flamingo Rd.

Suite 110-178

Las Vegas, NV 89147

# Invoice

Date	Invoice #
11/10/2008	1315

<b>Bill To</b>
Premier Financial & Accounting Services Archie Richardson P.O. Box 10294 Glendale, CA 91209

<b>Ship To</b>

<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>FOB</b>
Upon Receipt	AAA		

Description	Amount
Setup fee of NSA \$10 (2008 Standard) - 3 - Port Single Seg - IDS	450.00
<p>Our Corporate address is:</p> <p>Colocation America Inc www.ColocationAmerica.com 9360 W. Flamingo Rd. Suite 110-178 Las Vegas, NV 89147 Tel: (800) 296-8915</p> <p>Our Bank Information:</p> <p>Wells Fargo 3300 W. Sahara Ave Las Vegas, Nevada 89102 [REDACTED]</p> <p>Pay your bills online at: <a href="https://www.intuitbillpay.com/colocationamericainc">https://www.intuitbillpay.com/colocationamericainc</a></p>	
<b>Total</b>	\$450.00

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
1-800-296-8915	206-203-2465	billing@ColocationAmerica.com	http://www.ColocationAmerica.com

Exhibit A

Gmail · DDOS protection for Scam Fraud Alert

https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...

09K0849

Exhibit A

Gmail

Archie ScamFraudAlert <scamfraudalert@gmail.com>

# DDOS protection for Scam Fraud Alert

Albert (Colocation America) <albert@colocationamerica.com>

Thu, Oct 2, 2008 at 6:20 PM

To: scamfraudalert@gmail.com

Cc: sprovard@protectpoint.com

Dear Steve,

Hope all is well with you.

Mr. Archie Richardson (██████████) is looking to hire your firm to protect his company

([www.ScamFraudAlert.com](http://www.ScamFraudAlert.com)) from

DDOS attacks. Please contact him to see what he can do as a customer of our (colocation Client) to avoid and protect any attacks to his site.

Steven Provard

ProtectPoint Security, Inc.

Office: 843-903-0938

Cell: 843-902-5364

Fax: 954-351-0996

E-mail: [sprovard@protectpoint.com](mailto:sprovard@protectpoint.com)

Online: [www.protectpoint.com](http://www.protectpoint.com)

Thank you so much to both.

Best,

Albert

Albert Sig CLA.htm  
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Exhibit A

Gmail - Managed Hosting -

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https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...

Exhibit A



Archie ScamFraudAlert <scamfraudalert@gmail.com>

## Managed Hosting -

Albert (Colocation America) <albert@colocationamerica.com>

Wed, Oct 15, 2008 at 10:15 AM

To: ScamFraudAlert <scamfraudalert@gmail.com>

Dear Archie,

We can provide you with a dedicated server and you have to purchase the other server from the DDOS protection place we introduced you to in order to protect your system. Once you have their server, you have all the protection you need.

Let me know what you want to do.

Best,  
Albert

[Quoted text hidden]

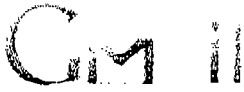
Exhibit A

Gmail - ProtectPoint's Network Security as a Service

https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...

09K08409

Exhibit A



Archie ScamFraudAlert <scamfraudalert@gmail.com>

## ProtectPoint's Network Security as a Service

Albert (Colocation America) <albert@colocationamerica.com>  
To: ScamFraudAlert <scamfraudalert@gmail.com>

Thu, Oct 9, 2008 at 11:19 AM

Archie:

These guys are the BEST in the industry  
Is this the last price they gave you.  
I can reduce our price, if you like to match your budget.  
Let me know your thoughts.

Best,  
Albert

----- Original Message -----

From: ScamFraudAlert <scamfraudalert@gmail.com>  
To: [albert@colocationamerica.com](mailto:albert@colocationamerica.com)  
Sent: Thursday, October 9, 2008 10:33:35 AM  
Subject: Fwd: ProtectPoint's Network Security as a Service

Albert:

Talk to these guys. This is just a bit 2 steep a price for service.

Thanks.

Archie

----- Forwarded message -----

From: **Steve Provard** <[SProvard@protectpoint.com](mailto:SProvard@protectpoint.com)>  
Date: Thu, Oct 9, 2008 at 10:27 AM  
Subject: RE: ProtectPoint's Network Security as a Service  
To: ScamFraudAlert <[scamfraudalert@gmail.com](mailto:scamfraudalert@gmail.com)>

[Quoted text hidden]

Exhibit A

Gmail · ProtectPoint's Network Security as a Service

https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...

09K08409

Exhibit A



Archie ScamFraudAlert <scamfraudalert@gmail.com>

## ProtectPoint's Network Security as a Service

Steve Provard <SProvard@protectpoint.com>  
To: ScamFraudAlert <scamfraudalert@gmail.com>

Thu, Oct 9, 2008 at 11:01 AM

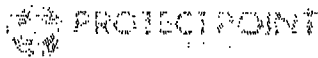
Sorry – must have missed the attachment.

I understand the challenge you're facing. I don't know what Managed Security Services your ISP includes in their \$600 price but I am sure it's as comprehensive as the security services we provide. We are security experts – and that's all we do. Beyond protecting your network, we also become your security team. Our Analysts are a phone call away to answer any questions or work with you on issues – around the clock.

Hope this helps you.

**Steven Provard**

Director of Sales



Phone: 843-902-5364

Email: [SProvard@ProtectPoint.com](mailto:SProvard@ProtectPoint.com)

Web Site: [www.protectpoint.com](http://www.protectpoint.com)

**From:** ScamFraudAlert [mailto:[scamfraudalert@gmail.com](mailto:scamfraudalert@gmail.com)]  
**Sent:** Thursday, October 09, 2008 1:46 PM  
**To:** Steve Provard  
**Subject:** Re: ProtectPoint's Network Security as a Service

Steve, there are no attachments. \$600.00 is what I am currently paying monthly to an ISP for hosting site. I was hoping that migrating to a colocation and a server of mine would reduce cost.

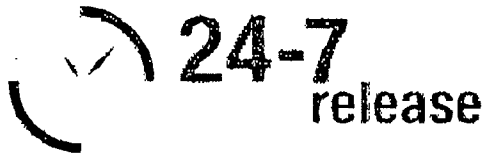
Archie

OK08409

Exhibit A

3/30/2009

Press Release Distribution from 24-7P...



January 17, 2009

## Colocation America to Offer Comprehensive Managed Security Service

-- Partnership Enhances Colocation America's Cost Effective Suite of Managed Security Services for Small and Mid-Sized Businesses --

Colocation America Inc.

**Colocation America**

It's All About Connections...

Colocation America Inc.

LOS ANGELES, CA, January 17, 2009 /24-7PressRelease/ – Colocation America of Los Angeles, California, a highly respected provider of Internet transit, network transport, colocation and Voice-over-IP (VoIP) services, has now added the premier Managed Security Solution from ProtectPoint Security, Inc. of Fort Lauderdale, Florida to its Managed Services Division.

Colocation America, is a highly respected provider of Internet transit, network transport, colocation and VoIP services, with data centers in Los Angeles, San Francisco and New York. Colocation America has been offering Internet related services since 2000 and is privately owned and cash flow positive. Colocation America's IP Services allow clients direct or managed connections to majority of backbone providers across the universe at substantial discounts. The aggressive pricing is achieved by leveraging the large commitment by current clients to providers and strategic partnerships with large volume resellers.

Steve Harris, CEO for ProtectPoint, added, "We are very excited about our partnership with Colocation America. Their strategic business vision is a perfect fit for our Premier Managed Security Services. By adding the ProtectPoint solution to their Managed Services Division, we are confident ColocationAmerica.com can now provide a much needed value-add for their clients. We look forward to Colocation America joining our ProtectPoint Channel Alliance and certainly expect for this to be an extremely successful relationship for both organizations."

About ColocationAmerica.com

The primary Data center located on the world famous "One Wilshire" building in Los Angeles (West Coast Hub) and 60 Hudson (East Coast Hub) in New York allows for maximum scalability as major fiber carriers run directly allowing us to easily connect to virtually any backbone provider and scale our internet connectivity to meet client's needs. Additionally our Network is directly connected via Fiber Optic lines to the meet-me-room of the "One Wilshire" building allowing direct access to over 240 bandwidth providers in the world. For more information contact Colocation America at 1-800-296-8915, email [Sales@ColocationAmerica.com](mailto:Sales@ColocationAmerica.com), and visit <http://www.ColocationAmerica.com>

Managed Services provide clients with a complete and low cost solution to the complex world of network management, Colocation America's Managed Services is the only one of its kind with the client's corporate interest in mind and fully branded. Processes such as IP acquisitions, equipment, bandwidth purchases and client contacts

24-7pressrelease.com/view\_press\_rel...

Exhibit A 1/3

3/30/2009

Press Release Distribution from 24-7P...

in mind and fully branded. Processes such as IP acquisitions, equipment, bandwidth purchases and client contacts are performed with the client's corporate name and are maintained under the client's ownership. Increasing capabilities and reliability of services offered by clients at a fraction of the cost makes Colocation America's Managed Services ideal for small to mid-size businesses. Additional information about Colocation America is available on its website located at [http //www.ColocationAmerica.com](http://www.ColocationAmerica.com)

About ProtectPoint Security, Inc.

As a leading Managed Security Services Provider (MSSP), ProtectPoint Security, Inc. has developed a suite of innovative managed security solutions to cost effectively monitor and respond to internal and external network threats in real-time 24/7/365. By employing best practices combined with proprietary methodologies ProtectPoint identifies security events before systems are compromised, eliminating time-consuming and costly security incidents. ProtectPoint offers a comprehensive set of security services: Intrusion Detection/Prevention Service, Managed Firewall Service, Managed VPN Service, Content Filtering, Traffic Analyzer, Virus scanning, Spam Eradication and Vulnerability Scanning. ProtectPoint Security, Inc. is headquartered in Fort Lauderdale, Florida. Additional information about ProtectPoint is available at <http://www.ProtectPoint.com>

###

Read more Press Releases from Michelle S Roberts:

- IPsmarx Technology and Colocation America Partner to Offer Calling Card Business Start Up Package

**Other Press Release Headlines:**

- Providers Still Searching for a Complete Cardiology IT System
- NextUpCareers.com Reliability and Predictive Maintenance Career Portal Announced
- Drive Safe Campaign From Cellhut Begins in April With Cell Phone Discounts
- Subside Sports Retain The Little Search Company As Search Agency
- New 2009 Brasher Boots Are Best Seller For Fitness Footwear
- Dallas Data Center Helps Companies Save Money With Its No Term Commitment, Low-Cost Dedicated Server Solution
- Planet Protect Sportswear and EarthShare Oregon to Launch Series of T-shirts
- Emergency Responders Rely on Xirus for Wi-Fi Communications
- EASY Software to Showcase Leading Archiving and Document Management Solutions at AIIM International Exposition
- Logo Design Works Gets New CEO, Brad Kopelson, For It's New Branch Opening In Utah!

**Press Release Contact Information:**

Michelle S Roberts

Colocation America Inc.

Administrative

624 S Grand Ave

[24-7pressrelease.com/view\\_press\\_rel...](http://24-7pressrelease.com/view_press_rel...)

Exhibit A



3/30/2009

Press Release Distribution from 24-7P...

Los Angeles, ca

United States 90017

Voice: 800-296-8915

E-Mail: Email us Here

Website: Visit Our Website

**Disclaimer:**

If you have any questions regarding information in this press release, please contact the person listed in the contact module of this page. Please do not attempt to contact 24-7 Press Release. We are unable to assist you with any information regarding this release. 24-7 Press Release disclaims any content contained in this press release. Please see our complete Terms of Use disclaimer for more information.

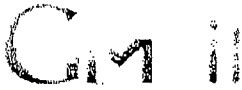
This News Release can be viewed online at: <http://www.24-7pressrelease.com>

Exhibit A

Gmail - Managed Hosting -

<https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...>

Exhibit A



Archie ScamFraudAlert <scamfraudalert@gmail.com>

## Managed Hosting -

ScamFraudAlert <scamfraudalert@gmail.com>

Wed, Oct 15, 2008 at 10:56 AM

To: "Albert (Colocation America)" <albert@colocationamerica.com>

Hey Albert.

This is what Steve has quoted me. This is totally unreasonable. Too high of a price. I like to keep this including having a dedicated server within \$500.00 budget.

Archie.

I review everything with my staff and unfortunately we cannot reduce the charges. The \$600 per month includes full Firewall Management and a Fully-managed Intrusion Detection Prevention services – 24x7x365. It also includes all hardware (along with maintenance) along with any upgrades and updates that are necessary. I've attached a document that explains more about our service and I hope helps justify our charges

Thanks.

Archie

[Quoted text hidden]

Exhibit A

1/25/09 09:15 AM

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# Exhibits B

## Contract

# Colocation America

It's All About Connections.

9630 West Flamingo Rd. Suite #110-178

Las Vegas, NV 89147

O: (800) 296-8915 F: (206)-984-1344

## Colocation Agreement

Please read this Colocation Agreement (this "Agreement") carefully before signing, since by signing this Agreement, you consent to all of its terms and conditions. This Agreement is made by and between Colocation America Inc. Corporation ("Colocation America Inc.") and Customer. This Agreement is effective upon Colocation America's acceptance as indicated by its signature below on the Effective Date as indicated (the "Effective Date"). This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

**Company Name:**  
Premier Financial & Accounting Services, LLC.

**Customer ID#: PFAS-AR**

**Contact Name:**  
Archie Richardson

**Contract No.:**

**Effective Date:** 10-28-08

**Company Address:**  
[Redacted]

**Representative:** AAA

**City, State, Zip:**  
[Redacted]

**Representative Signature:**

**Phone:**  
[Redacted]  
[Redacted]

**Today's Date:** 10-28-08

**Fax:**

**Email:**  
[scamfraudalert@gmail.com](mailto:scamfraudalert@gmail.com)

[www.ScamFraudAlert.com](http://www.ScamFraudAlert.com)

**Customer Signature:**

**Printed Name:**

Thank you for choosing Colocation America Inc. to provide your Colocation services. As used in this Agreement, the term "you" and "Customer" refers to the above-named corporation, partnership or other business entity that enters into this Agreement. The initial Order Form is attached to this Agreement as Exhibit A. Colocation America Inc. and Customer may enter into subsequent Order Forms, which may supercede or complement prior Order Forms. As used in this Agreement, the term "Customer Equipment" refers to any and all computer equipment, software, networking hardware or other materials placed by or for Customer in the Colocation America Inc. Datacenter(s), other than Colocation America Inc. Equipment.

Colocation America Inc. will begin installation, initiation and service after it receives and accepts: (1) your Order Form; (2) a copy of this Agreement signed by your authorized representative and (3) payment of amounts due under Section 1.1 below, detailed on your Order Form.

**1. Fees and Billing.** Customer agrees to pay the Activation Charges, Monthly Fees and other fees indicated on the Order Form (collectively, "Service Fees").

**1.1 Activation Charges.** Colocation America Inc. will bill Customer for all Installation Charges and first month recurring Service Fees (the "Activation Charges") (as specified on the Order Form) upon Colocation America Inc. acceptance of this Agreement and the Order Form. Colocation America Inc. will not commence installation, initiation and Service unless and until it has received payment in full of all Charges due.

**1.2 Recurring Service Fees.** Colocation America Inc. will begin billing for Recurring Service Fees on the date that is the earlier of: (a) the Installation Date specified on the Order Form; or (b) the date that Customer places Customer Equipment in Colocation America's premises. Colocation America Inc. will bill Customer for services to be provided in the current month. The prices for services provided under this agreement shall be guaranteed for the initial term of the agreement and may be subsequently modified by Colocation America Inc. provided there is a 30 day prior notice to the customer.

**1.3 Payment.** All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Colocation America Inc. Invoice. Late payments will accrue interest at a rate of **Fifteen percent (15%)** per month, or the highest rate allowed by applicable law, whichever is lower. If in its judgment Colocation America Inc. determines that Customer lacks financial resources, Colocation America Inc. may, upon written notice to Customer, modify the payment terms to secure Customer's payment obligations before providing Services. Colocation America Inc., using its sole judgment, reserves the right to determine whether to charge interest to a late paying customer, or to consider the customer as having breached this contract as specified in Section 11 of this agreement.

**1.4 Term.** The term of this Agreement is specified in the Order Form. This Agreement shall automatically renew as defined in section 1.6 unless either party provides written notice of non renewal within twenty nine (29) days of the end of the term.

**1.6 Renewal Term.** 1 Year

**1.6.1 Renewal Option.** Subject to the conditions stated in this Section 1.6.1, Customer shall have the option to extend this agreement for up to 12 Terms, each term consisting of 1 month. Each such Renewal Term shall commence the day following expiration of, as applicable, the initial Term or the preceding Renewal Term, and shall be for a Base Rent determined pursuant to section 1.6.2, and otherwise on and subject to all of the terms and conditions set forth in this Agreement. Customer may exercise the option granted hereby by written notice to Colocation America Inc., but only if, all of the following conditions are satisfied:

- (a) Customer shall have given such notice not less than 29 days before the last day of the initial Term or Renewal Term to be extended;
- (b) During the Term preceding delivery of such notice, Customer shall not have defaulted in any of its obligations hereunder, or Colocation America Inc. shall, for purposes of this Section 1.6.1 only, waived the absence of any such default as a condition precedent to Customer's

right to exercise the option:

- (c) At the time that Customer gives such notice, and continuing until the first day of the Renewal Term, there shall not exist hereunder any default of Customer nor any event or circumstance that, with notice, the passage of time, or both, could ripen into a default.
- (d) Customer is operating in the Premises in a manner consistent with the Building and Land.

Subsequent references to the "Term" of this agreement shall include the Term and the Renewal Term(s), if any, for which Customer effectively exercises the foregoing option. If all of the conditions stated to efficacy of the foregoing option are not timely satisfied, then this agreement shall expire on the last day of, as applicable, the expiring initial Term or Renewal Term. As of the date each Renewal Term begins, this agreement shall be deemed modified in the manner set forth above, without the necessity of any further agreement or document; provided, however that either party to this agreement shall, upon request of the other party, execute, acknowledge, and deliver an instrument evidencing such renewal and modification of this agreement.

**1.6.2 Renewal Term Base Rent.** Base Rent for the Premises shall be increased on the first (1<sup>st</sup>) day of the 12th Renewal Term (one year anniversary) to an amount equal to the "fair market rental value" of the Premises (which fair market rental value determination may include increases in Base Rent during the Renewal Term). Fair market value shall be determined by Colocation America Inc. in its sole but reasonable discretion, after evaluating, among other things, the rents at similar buildings in the same geographic area. Within ten (10) days after Colocation America's receipt of Customer's written notice of the exercise of the Renewal Option as set forth in section 1.6.1, Colocation America Inc. shall provide Customer with Colocation America's determination of fair market rental value. Upon Colocation America's written notice of fair market rental value to Customer, Customer shall have ten (10) business days to accept or reject such Base Rent in writing. Should Customer reject such Base Rent, Customer shall have no further additional right to renew or extend the agreement term, and Customer shall vacate the Premises at the end of agreement term. Customer's failure to deliver written notice to Colocation America Inc. accepting or rejecting such Base Rent within said ten (10) business day period shall be deemed Customer's acceptance of the same.

## 2. Colocation.

**2.1 Installation.** Colocation America Inc. grants you the right to operate Customer Equipment at the Colocation Space, as defined on your Order Form. The Colocation Space is provided on an "AS-IS" basis, and you may use the Colocation Space only for the purposes intended. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from Colocation America Inc. to access Colocation America's Premises. Colocation America's Premises include all Colocation America Inc. owned or leased property including Customer Colocation Space. Customer will remove and be solely responsible for all packaging of Customer Equipment. Customer may ship equipment to Colocation America Inc. and request Colocation America Inc. to install and/or configure additional software/hardware which may be billed separately at an hourly rate unless defined in the attached order form. Customer is Solely Responsible for insuring Customer Equipment and agrees not to hold Colocation America Inc. liable in the event of damage to Customer Equipment.

**2.2 Access.** You will have access to the Colocation Space on a 24-hour basis. You may access the Colocation Space only in accordance with Colocation America's Security and Access Policies, a copy of which is available by sending your request to [Support@ColocationAmerica.com](mailto:Support@ColocationAmerica.com). Customer is responsible for any and all actions of Customer representatives and any escorted persons. No unescorted persons may enter the Colocation space under any circumstances.

**2.3 Removal of Customer Equipment.** Customer will provide Colocation America Inc. with written notification two (2) days before Customer wishes to remove a significant piece of Customer Equipment. (This does not include replacing a piece of equipment with a similar piece of equipment). Before authorizing the removal of any significant Customer Equipment, Colocation America's accounting department will verify that Customer has no payments due to Colocation America Inc.. Once Colocation America Inc. authorizes removal of Customer Equipment, Customer will remove such Customer Equipment, and will be solely responsible to leave area in good operating condition at its own expense. Optionally Customer may request Colocation America Inc. to ship Customer Equipment to Customer in which case Customer will incur freight

cost and any other delivery fees involved in shipping the Equipment to Customer. In the Customer is Solely Responsible for insuring the Equipment and Customer agrees not to hold Colocation America Inc. liable in the event of damage to Customer Equipment.

**2.4 Remote Hands and Support.** At the request of Customer, Colocation America Inc. may assist Customer in performing light duties or correcting minor problems which may include:

- a. Rebooting of equipment.
- b. Pressing of reset or other readily accessible buttons or switches.
- c. Reconfiguration of non-restricted cables with push-on type connectors.
- d. Following Customer Instructions in attempt to bring a system online where customer can access it remotely if possible.

Remote Hands service is provided Free of Charge as a courtesy to Customer. Remote Hands service is limited to 30 minutes per month and will be confined to assisting Customer execute tasks when remote execution of such task is not possible. After 30 minutes the Customer must request support from Colocation America Inc. System and/or Network Engineers.

Customer may request additional support from Colocation America Inc. System and/or Network Engineers in which case Customer shall pay Colocation America Inc. a fee of \$100.00 per hour for a minimum of one (1) hour for each occurrence in which assistance is required.

Support Fees are waived if problem is solely due to Colocation America Inc. Network or Datacenter facility and if it is found the Customer Equipment were not cause or reason for existence of the problem. Colocation America Inc. provides Network and Connectivity Guarantees outlined in Colocation America Inc. SLA (Service Level Agreement) which is available to you by sending request to [Support@ColocationAmerica.com](mailto:Support@ColocationAmerica.com), no other Guarantees or Warrantees are provided or promised to Customer. The SLA outlines the only remedy provided to Customer in the event of any outage.

**2.5 Relocation of Customer Equipment.** Colocation America Inc. shall not arbitrarily or capriciously require Customer to relocate Customer Equipment without prior notice; however, upon seven (7) day notice or, in the event of any emergency, Colocation America Inc. may require Customer to relocate Customer Equipment. In the event that Colocation America Inc. requires Customer to relocate Customer Equipment, all costs shall be borne by Colocation America Inc. and Colocation America Inc. may perform relocation if requested by Customer or in the event of emergency.

**3. Security.** Colocation America Inc. does not guarantee security of Customer Equipment or of the Colocation Space. Colocation America Inc. requires that you and your employees comply with all Colocation Security Procedures as defined on Colocation America's Security and Access Policies (a copy of which is available to you by sending request to [Support@ColocationAmerica.com](mailto:Support@ColocationAmerica.com)) in order to maximize the security of the Colocation America Inc. premises. Only individuals whom you have identified as "Customer Representatives" (and persons escorted by Customer Representatives) listed on the Order Form will be permitted to enter the Colocation Space. Only Customer Representatives will be permitted to request Services on your behalf or to request any support services with respect to Customer Equipment. For good cause, Colocation America Inc. may suspend the right of any Customer Representative or other person to visit the Colocation America Inc. premises and/or the Colocation Space. Colocation America Inc. will assist in security breach detection and identification, but shall not be liable for any inability, failure or mistake in doing so.

**4. Internet, Local and Long Distance Services.** Colocation America Inc. Datacenter is carrier neutral and customers may request services other than those provided by Colocation America Inc. from other providers in which case Customer is responsible for ordering all Internet, local and long-distance lines from carriers and ordering any and all necessary cross connects from Colocation America Inc.. Colocation America Inc. Recurring Service Fees for such cross connects are as indicated on the Order Form. The carriers will install such circuits in Customer's name. Customer will be solely responsible for such circuits and for all payments due to the carriers. Customer will notify the carrier directly when Customer wishes to terminate or modify such circuit. Customer understands that Colocation America

Inc. does not own or control these services and that Colocation America Inc. is not responsible or liable for performance (or non performance) of such services. Customer also agrees to cover all cost incurred by Colocation America Inc. in order to facilitate Customer request. Colocation America Inc. reserves the right to refuse access to any carrier at its sole discretion.

5. **Resale.** Should Customer resell any portion of the Service to any other party, Customer assumes all liabilities arising out of or related to such third party sites and communication. Customer agrees to enter into written agreements with any and all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and as protective of Colocation America's rights as the terms and conditions of this Agreement, including without limitation, Sections 2,3,3,4,6,7,8,9, and 10.
6. **Acceptable Use Guidelines.** Customer must at all times conform its use of and comply with all state and federal laws with respect to its operations in the Colocation Space. If Colocation America Inc. is informed by government authorities or other parties of illegal use of Colocation America's facilities and/or Network or Colocation America Inc. otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Colocation America Inc. or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in Breach (defined below) of this Agreement and Colocation America Inc. may immediately suspend Customer's Service. Customer agrees to comply with all of Colocation America's Policy or Policies governing use of its Datacenter, Colocation Space and/or Network. Customer also agrees that due to the evolving nature of the Internet these policies may be amended or modified by Colocation America Inc. without prior notice as long as they are posted on Colocation America's website and made available to Customer in writing upon request. Customer agrees to be bound by all such governing policies posted at <http://www.ColocationAmerica.com/legal.html> including but not limited to Acceptable Use Policy (AUP) and Terms and Conditions of Colocation America Inc. Network and Services utilized by Customer in addition to Colocation Service.
7. **Insurance.** Customer will keep in full force and effect during the term of this Agreement: (i) business loss and interruption insurance in an amount not less than that necessary to compensate Customer and its customers for complete failure of Service; (ii) comprehensive generally liability insurance; (iii) employer's liability insurance; and (iv) worker's compensation insurance. Customer agrees that Customer and its agents and representative shall not pursue any claims against Colocation America Inc. for any liability Colocation America Inc. may have under or relating to this Agreement.

## 8. Limitations of Liability.

- 8.1 **Personal Injury.** Each Customer Representative and any other persons visiting Colocation America Inc. facilities does so at his or her own risk and Colocation America Inc. shall not be liable for any harm to such persons resulting from any cause other than Colocation America's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit. Customer also understands that Colocation Space will be occupied by equipment and tools required in the operations of Datacenter which may be hazardous when operated by inexperienced operators, the Customer is solely responsible for any harm to Customer Representatives due to operation or in relation to use of these equipment and/or tools in Colocation America Inc. facilities.
- 8.2 **Damage to Customer Business.** In no event shall Colocation America Inc. be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer's business, Customer's customers or clients, Customer Representative's activities at Colocation America Inc. or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or service, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 8.3 **Damage to Customer Equipment.** Colocation America Inc. assumes no liability for any damage



to, or loss of, any Customer Equipment resulting from any cause other than Colocation America's gross negligence or willful misconduct. In no event will Colocation America Inc. be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer Equipment of any lost revenue, lost profits, replacement good, loss of technology, rights or services incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Customer Equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

#### **9. Defense of Third Party Claims and Indemnification.**

**9.1 Defense.** Customer will defend Colocation America Inc., its director, officer, employees, affiliate and customers (collectively, the "Covered Entities") from and against any and all claims, actions or demand brought by or against Colocation America Inc. and/or any of the Covered Entities alleging: (a) with respect to the Customer's business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive harassing or illegal conduct or violation of the Acceptable Use Guidelines or Anti-Spam Policy; (b) any damage or destruction to the Colocation Space, Colocation America Inc. premises, Colocation America Inc. Equipment or to any other Colocation America Inc. customer which damage is caused by or otherwise results from acts or omissions by Customer, Customer representative or Customer's designees; (c) any personal injury or property damage to any Customer employee, Customer Representative or other Customer designee arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by Colocation America's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business (collectively, the "Covered Claims"). In the event of any claim under this paragraph, Colocation America Inc. may select its own counsel.

**9.2 Indemnification.** Customer hereby agrees to indemnify Colocation America Inc. and each Covered Entity from and against all damages, costs, and fees awarded in favor of third parties in each Covered Claim, and Customer will indemnify and hold harmless Colocation America Inc. and each Covered Entity from and against all claims, demand, liabilities, losses, damages, expenses and costs (including reasonable attorney fees) (collectively, "Losses") suffered by Colocation America Inc. and each Covered Entity which Losses result from or arise out of a Covered Claim.

**9.3 Notification.** Customer will provide Colocation America Inc. with prompt written notice of each Covered Claim of which Customer becomes aware, and, at Colocation America's sole option, Colocation America Inc. may elect to participate in the defense and settlement of an Covered Claim, provided that such participation shall not relieve Customer of any of its obligation under this Section.

**10. Reliance on Disclaimer, Liability Limitations and Indemnification Obligations.** Customer acknowledges that Colocation America Inc. has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

**11. Conditions of Breach.** Breach of this Agreement will occur if either party does not fulfill its obligations under this Agreement and such Breach is not cured within **ten (10)** days of written notice by the other party. Specifically relating to payment of Recurring Service Fees, the Customer will be in Breach of this Agreement if Customer has not paid its invoice within **ten (10)** days of the invoice due date.

**12. Remedies for Breach.** If Customer is in Breach of this Agreement, Colocation America Inc. may (a) discontinue all Services to Customer; (b) disconnect Customer from its Internet, power and telecommunications services; (c) remove Customer Equipment from Colocation Space and place in

storage; and (d) order Customer to pay any and all amounts due to the date that the Customer Equipment was removed and order Customer to buy out the remaining term of the Agreement as specified in the Order Form ("Early Buy Out"). If Colocation America Inc. is in Breach of the Agreement, Customer has the right to withhold recurring Service Fees for the time period from which the Breach occurred to the date that the Breach was cured.

- 13. Early Buy Out.** If Customer wishes to terminate this Agreement prior to the date specified on the Order Form, it may elect an Early Buy Out. If the Customer is in Breach of this Agreement, Colocation America Inc. may order the Customer to purchase an Early Buy Out. The amount due in an early buyout shall be the remaining portion of the renewal term.

#### **14. Miscellaneous Provisions.**

- 14.1 Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
- 14.2 No Lease.** This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Customer acknowledges and agrees that Customer has not been granted any real property interest in the Colocation Space or other Colocation America Inc. premises, and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances.
- 14.3 Government Regulations.** Customer will not export, re export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.
- 14.4 Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party that should not be unreasonably withheld, except to a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- 14.5 Notices.** Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated above, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.
- 14.6 Relationship of Parties.** Colocation America Inc. and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Colocation America Inc. and Customer. Neither Colocation America Inc. nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- 14.7 Choice of Law and Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any

award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

**14.9 Changes Prior to Execution.** Customer represent and warrants that it made no changes to this Agreement prior to providing this Agreement to Colocation America Inc. for its acceptance and execution, and that Colocation America Inc. alone incorporated any and all changes negotiated between, and accepted by, Customer and Colocation America Inc. into this Agreement or into an addendum executed by both parties.

**14.10 Entire Agreement.** This Agreement, together with the Order Form and Colocation America Inc. policies referred to in this Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears above is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. In the case of international, federal, state or local provisions to the contrary on the face of this purchase order, attachments to this purchase order, or on the reverse side of this purchase order, this purchase order is being used for administrative purposes only, and this purchase order is placed under the subject solely to the terms and conditions of this Agreement executed between Customer and Colocation America Inc..

**END OF COLOCATION AMERICA INC. COLOCATION AGREEMENT**

**Exhibit A to the Colocation America Inc. Colocation Agreement**

Contract #

\_\_\_\_\_

Customer

Premier Financial & Accounting Services, LLC.

Define Services:

- Super Micro, Dual Xeon 2.4, 2G Ram, 2x73GB Scuzzy Hard drives, \$149 per month
- 1Mb bandwidth included
- /29 Ips included

\_\_\_\_\_

**Installation Date**

\_\_\_\_\_

**Activation Charges**

Installation Fees:

0

\_\_\_\_\_

Add: First Month's recurring service Fees

0

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Add: Additional Services

0

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**Total activation charges**

0

\_\_\_\_\_

**Recurring Service Charges**

Colocation Space

\$

\_\_\_\_\_

Additional Power

None

\_\_\_\_\_

Cross Connect Feed -bandwidth

0

\_\_\_\_\_

Other

n/a

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**Total**

\$149.00

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Initial Term (in years)

One Year (1Yr)

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# Exhibits C Legal Threats

Gmail - Dotster Hosting Plan

https://mail.google.com/mail/?ui=2&ik=ab3454c3ff&view=p...

GAK08409

Exhibit C

Gmail

Archie ScamFraudAlert <scamfraudalert@gmail.com>

## Dotster Hosting Plan

Albert (Colocation America) <albert@colocationamerica.com>

Tue, Feb 3, 2009 at 2:14 PM

To ScamFraudAlert <scamfraudalert@gmail.com>

Cc sprovard@protectpoint.com, Legal@colocationamerica.com

Archie.

I would love to end up in court with you

We can then collect on the rest of the contract term (1 Year).

Have you pay for damages to our network (SLA) to all 8000+ customers of ours and also \$500 an hour attorney fee

Please send over your attorney's info so I can pass it on to ours.

Looking forward to it.

Best,

Albert

**From:** ScamFraudAlert <scamfraudalert@gmail.com>

**To:** Albert (Colocation America) <albert@colocationamerica.com>

**Cc:** Steve Provard <sprovard@protectpoint.com>

**Sent:** Tuesday, February 3, 2009 1:02:04 PM

[Quoted text hidden]

[Quoted text hidden]

Exhibit C

POS-030

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</p> <p>Archie Garga-Richardson P. O. Box 10294 Glendale, California 91209-3294</p> <p>TELEPHONE NO (866) 398-1178 FAX NO (Optional) (866) 921-2404</p> <p>E-MAIL ADDRESS (Optional) ScamFraudAlert@gmail.com</p> <p>ATTORNEY FOR (Name) Defendant pro per</p> <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b></p> <p>STREET ADDRESS 111 North Hill Street</p> <p>MAILING ADDRESS 111 North Hill Street</p> <p>CITY AND ZIP CODE Los Angeles, California 90012</p> <p>BRANCH NAME Central District - Sanley Mosk Courthouse Branch 61</p> <p>PETITIONER/PLAINTIFF Colocation America Corporation</p> <p>RESPONDENT/DEFENDANT Archie Garga-Richardson</p>	<p>FOR COURT USE ONLY</p> <p><b>ORIGINAL FILED</b></p> <p>MAY 29 2009</p> <p><b>LOS ANGELES SUPERIOR COURT</b></p>
<p><b>PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL</b></p>	<p>CASE NUMBER 09K08409</p>

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place
- My residence or business address is:  
115 N. Chevy Chase Dr. Glendale, CA
- On (date) 5/29/09 I mailed from (city and state):  
the following documents (specify).

*Defendant's Answer to Complaint*

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
  - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid
  - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
  - Name of person served:
  - Address of person served:

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P))

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

DAVID FLAN  
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

*David*  
(SIGNATURE OF PERSON COMPLETING THIS FORM)

**DEFENDANT**

**Plaintiff's Claim and ORDER  
SC-100 to Go to Small Claims Court**

*Clerk stamps date here when form is filed.*

**CONFORMED COPY**  
OF ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

APR 20 2009

John A. Clarke, Executive Officer/Clerk  
By Kane Tien, Deputy

**Notice to the person being sued:**

- . You are the Defendant if your name is listed in (2) on page 2 of this form. The person suing you is the Plaintiff, listed in (1) on page 2.
- . You and the Plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- . If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- . Bring witnesses, receipts, and any evidence you need to prove your case.
- . Read this form and all pages attached to understand the claim against you and to protect your rights.

**Aviso al Demandado:**

- . Usted es el Demandado si su nombre figura en (2) de la pagina 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en (1) de la pagina 2.
- . Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuacion. Si no se presenta, puede perder el caso.
- . Si pierde el caso la corte podria ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- . Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- . Lea este formulario y todas las paginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

*Fill in court name and street address:*

Superior Court of California, County of  
Los Angeles: CENTRAL DISTRICT (-19482- )  
STANLEY MOSK COURTHOUSE  
110 N. GRAND AVE.  
LOS ANGELES, CA. 90012  
(213) 974-8135

*Clerk fills in case number and case name:*

Case Number:  
LAM 09M00854  
Case Name:  
PREMIER FINANC VS COLOCATION AME

**Order to Go to Court**

**The people in (1) and (2) must go to court: (Clerk fills out section below.)**

TRIAL DATE	DATE	TIME	DEPARTMENT	LOCATION
	05/27/2009	08:30 AM	090	5TH FLOOR, RM. 541

Date: 02/17/2009  
JOHN A. CLARKE, Executive Officer/Clerk  
By KANE TIEN, Deputy

**Instructions for the person suing:**

- . You are the Plaintiff. The person you are suing is the Defendant.
- . Before you fill out this form, read Form SC-150, *Information for the Plaintiff (Small Claims)*, to know your rights. Get SC-150 at any courthouse or county law library, or go to: [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms)
- . Fill out pages 2 and 3 of this form. Then make copies of all pages of this form. (Make 1 copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- . You must have someone at least 18--not you or anyone else listed in this case--give each Defendant a court-stamped copy of all 5 pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See Forms SC-104, SC-104B, and SC-104C.
- . Go to court on your trial date listed above. Bring witnesses, receipts, and any evidence you need to prove your case.



Case Number:  
LAM 09M00864

Plaintiff (list names): PREMIER FINANCIAL + ACCOUNTING SERVICES, LLC

**(1) The Plaintiff (the person, business, or public entity that is suing) is:**

Name: PREMIER FINANCIAL + ACCOUNTING SERVICES, LLC

Phone: (818) 552-2904

Street address: PO BOX 10294  
Street

GLENDALE CA 91209  
City State Zip

Mailing address (if different): 115 N CHEVY CHASE DR APT B  
Street

GLENDALE CA 91206  
City State Zip

**If more than one Plaintiff, list next Plaintiff here:**

Name:

Phone:

Street address:  
Street

City State Zip

Mailing address (if different):  
Street

City State Zip

Check here if more than 2 Plaintiffs and attach Form SC-100A.

Check here if either Plaintiff listed above is doing business under a fictitious name. If so, attach Form SC-103.

**(2) The Defendant (the person, business, or public entity being sued) is:**

Name: COLOCATION AMERICA, INC

Phone: (818) 717-9137

Street address: 9630 W FLAMINGO RD STE 178  
Street

LAS VEGAS NV 89147  
City State Zip

Mailing address (if different): 707 WILSHIRE BLVD SUITE 490  
Street

LOS ANGELES CA 90017  
City State Zip

**If more than one Defendant, list next Defendant here:**

Name:

Phone:

Street address:  
Street

City State Zip

Mailing address (if different):  
Street

City State Zip

Check here if more than 2 Defendants and attach Form SC-100A.

Check here if any Defendant is on active military duty, and write his or her name here:

**(3) The Plaintiff claims the Defendant owes \$ 5000.00. (Explain below):**

a. Why does the Defendant owe the Plaintiff money?

NON DELIVERY OF PRODUCT PURCHASED 2-3-09, REFUND DUE FOR FEB 2009 SERVICE, MISREPRESENTATION AND UNTRUSTWORTHY IN CONDUCTING BUSINESS RELATIONS AND PROVIDING SERVICES TO THE PUBLIC

b. When did this happen? (Date):

If no specific date, give the time period: Date Started: 10 / 29 / 2008 Through: 02 / 03 / 2009

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)

INVOICE & PAYMENTS-ASKING THE COURT FOR CA MAXIMUM BASED ON

Check here if you need more space. Attach one sheet of paper or Form MC-031 and write "SC-100, Item 3" at the top.

Case Number:  
LAM 09M00854

Plaintiff (list names): PREMIER FINANCIAL + ACCOUNTING SERVICES, LLC

**(4) You must ask the Defendant (in person, in writing, or by phone) to pay you before you sue.**

Have you done this?  Yes  No

If no, explain why not:

**(5) Why are you filing your claim at this courthouse?**

This courthouse covers the area (Check the one that applies):

a.  (1) Where the Defendant lives or does business.

(2) Where the Plaintiff's property was damaged.

(3) Where the Plaintiff was injured.

(4) Where a contract (written or spoken) was made, signed, performed, or broken by the Defendant or where the Defendant lived or did business when the Defendant made the contract.

b.  Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., 395(b).)

c.  Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civil Code, 1812.10.)

d.  Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civil Code, 2984.4.)

e.  Other (specify):

**(6) List the zip code of the place checked in (5) above (if you know):** 90017

**(7) Is your claim about an attorney-client fee dispute?**  Yes  No

If yes, and if you have had arbitration, fill out Form SC-101, attach it to this form and check here:

**(8) Are you suing a public entity?**  Yes  No

If yes, you must file a written claim with the entity first.  A claim was filed on (date):

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

**(9) Have you filed more than 12 other small claims within the last 12 months in California?**

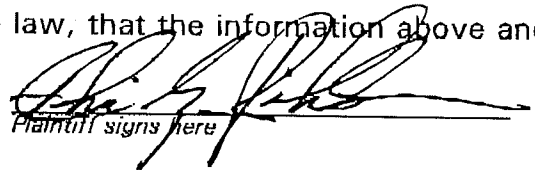
Yes  No If yes, the filing fee for this case will be higher.

**(10) I understand that by filing a claim in small claims court, I have no right to appeal this claim.**

**(11) I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.**

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: 03/19/2009 ARCHIE GARGA-RICHARDSON  
Plaintiff types or prints name here



Plaintiff signs here

Date: \_\_\_\_\_  
Second Plaintiff types or prints name here

Second Plaintiff signs here

**Requests for Accommodations**

Assistive listening systems, computer-assisted, real-time captioning, or sign language interpreter services are available if you ask least 5 days before the trial. Contact the clerk's office for Form MC-410, Request for Accommodations by Persons With Disabilities and Order. (Civil Code, 54.8.)