

1 **STEPHEN J. JARED**
2 **517 N. Emerald Drive**
3 **Orange, CA 92868**
4 **(714) 534-4569**

5 Defendant IN PRO PER

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF ORANGE**
10 **CENTRAL JUSTICE CENTER**

11 **PALLORIUM, INC., a Texas Corporation,**

12 **Plaintiff,**

13 **vs.**

14 **STEPHEN J. JARED, also known as JOE**
15 **JARED, individually, and doing business as**
16 **OSIRUSOFT RESEARCH AND**
17 **ENGINEERING and OSIRUSOFT; and**
18 **DOES 1 to 50, inclusive,**

19 **Defendants.**

CASE NO. 03CC09250

Judge David R. Chaffee
Dept. C25

DEFENDANT'S RESPONSES TO
FORM INTERROGATORIES
(SET ONE)

20 **PROPOUNDING PARTY: PLAINTIFF PALLORIUM, INC.**

21 **RESPONDING PARTY: DEFENDANT STEPHEN J. JARED**

22 **SET NO.: ONE**

23 **RESPONSE TO FORM INTERROGATORY NO. 1.1**

24 **Stephen Joseph Jared - 517 N. Emerald, Orange, California.**

25 **RESPONSE TO FORM INTERROGATORY NO. 2.1**

26 **a) Stephen Joseph Jared.**

27 **b) Joe Jared (nickname).**

28 **c) Since birth.**

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1 RESPONSE TO FORM INTERROGATORY NO. 2.2

2 November 13, 1964 -- Riverside, CA

3 RESPONSE TO FORM INTERROGATORY NO. 2.3

4 Yes

5 a) California.

6 b) C3946106 -- CM1 (Cars and Motorcycles).

7 c) Since roughly 1984.

8 d) No restrictions.

9 RESPONSE TO FORM INTERROGATORY NO. 2.5

10 517 N. Emerald, Orange, CA 92868

11 RESPONSE TO FORM INTERROGATORY NO. 2.6

12 517 N. Emerald, Orange, CA 92868; (714) 532-4569

13 RESPONSE TO FORM INTERROGATORY NO. 2.7

14 a) Arlington High School, Riverside, California (9th grade)

15 Norte Vista High School, Riverside, California (10th grade)

16 Continuation High School (11th grade)

17 Calico Rock High School, Arkansas (11th - 12th grade)

18 G.E.D, 1984;

19 National Business Institute, Riverside (1984 or 1985)

20 b) G.E.D; and the equivalent of an AA in Electronics (via trade school).

21 RESPONSE TO FORM INTERROGATORY NO. 2.8

22 No.

23 RESPONSE TO FORM INTERROGATORY NO. 2.9

24 Yes.

25 RESPONSE TO FORM INTERROGATORY NO. 2.10

26 Yes.

27 RESPONSE TO FORM INTERROGATORY NO. 2.11

28 No

1 RESPONSE TO FORM INTERROGATORY NO. 2.12

2 No.

3 RESPONSE TO FORM INTERROGATORIES 3.1 TO 3.5

4 No.

5 RESPONSE TO FORM INTERROGATORY NO. 3.6

6 Yes.

7 a) OsiruSoft Research and Engineering

8 b) since April 10, 2000

9 c) Orange, CA

10 d) 517 N. Emerald, Orange, CA 92868

11 RESPONSE TO FORM INTERROGATORY NO. 3.7

12 No.

13 RESPONSE TO FORM INTERROGATORY NO. 12.1

14 a) Plaintiff;

15 Defendant;

16 Special Agent E. J. Hilbert of the FBI (714) 542-8825 as well as many
17 members of the F.B.I in Memphis, TN

18 Qwest Internet Services Technical support (Bought out by Covad.Net);

19 Numerous ISPs and individuals on the Internet;

20 Defendant's customer base (OsiruSoft.com) was under attack at the
21 time.

22 b) none other than Defendant, various members on the internet in

23 news://news.admin.net-abuse.email and on assorted web

24 sites worldwide.

25 c) various members of #lart in irc.oftc.net's IRC server;

26 d) E. J. Hilbert, Special investigator for the F.B.I, (714) 542-8825.

27 RESPONSE TO FORM INTERROGATORY NO. 12.2

28 No, but Responding Party was informed and believes that the criminal responsible for the

1 dos attack was arrested sometime in March of 2004, according to F.B.I. special agent E.J.
2 Hilbert.

3 RESPONSE TO FORM INTERROGATORY NO. 12.3

4 No.

5 RESPONSE TO FORM INTERROGATORY NO. 12.4

6 No.

7 RESPONSE TO FORM INTERROGATORY NO. 12.5

8 No.

9 RESPONSE TO FORM INTERROGATORY NO. 12.6

10 Yes.

11 a) E. J. Hilbert and various members of the Memphis F.B.I;

12 b) unknown.

13 c) unknown.

14 d) E.J. Hilbert of the F.B.I.; (714) 542-8825.

15 RESPONSE TO FORM INTERROGATORY NO. 12.7

16 Yes.

17 (a) - (b)

18 OsiruSoft's Servers were under a distributed Denial of Service (ddos) attack from May
19 2003 to about March of 2004, causing the network connections to be saturated, and in one case,
20 to shut down half of Qwest's Burbank routers.

21 RESPONSE TO FORM INTERROGATORY NO. 13.1

22 No.

23 RESPONSE TO FORM INTERROGATORY NO. 13.2

24 No.

25 RESPONSE TO FORM INTERROGATORY NO. 15.1

26 Defendant denies the allegations set forth in certain of the paragraphs of the Complaint as
27 set forth below:

28 ///

1 **Paragraph 1**

2 a) Responding Party is informed and believes Plaintiff and Steve Rambam is suing
3 me from its/his Texas based corporation (assuming it exists) as a shell game in the event of a
4 cross complaint, and that its/his company's assets are tied into the New York based corporation.
5 As any reasonable individual with experience in corporate law can attest, a corporate shell game
6 is common for litigious individuals. Even if Responding Party were to prevail in a
7 cross-complaint, collecting from an evaporated corporation would be a challenge at best.

8 Whois records (Internet domain lookups) for pallorium.com and peoplefinder.net point to
9 a post office in New York, and corporate records in New York for Pallorium show active since
10 1988.

11 b) New York Public Corporate Records; whois lookups of pallorium.com and
12 peoplefinder.net;

13 c) www.networksolutions.com;
14 http://appsext5.dos.state.ny.us/corp_public/enter_search

15 **Paragraph 4**

16 a) Responding Party has no such "business services". Responding Party did,
17 however, have a DNS zone file that was used to minimize unsolicited email for his system's
18 Inboxes. By definition, the server was used locally and accessible remotely. As to what was
19 running at <http://relays.osirusoft.com> , it was shut down on August 23, 2003 in response to illegal
20 ddos attacks that could not be stopped.

21 b) E.J. Hilbert, FBI (714)542-8825 , and various members of the Memphis FBI.

22 c) Evidence collected by EJ Hilbert during the arrest of the foonet.net employee, but
23 Responding Party does not have custody or control of such documents.

24 **Paragraph 5**

25 a) Responding Party strongly object to the term "blacklist". Senator McCarthy has
26 been dead for more than 2 decades, and blacklists imply defamation -- which has never been the
27 objective. Responding Party has never even considered calling relays.osirusoft.com, nor any data
28 from it, a BlockList and both publicly and privately objected to such terms as defamatory. The

1 data used to filter inbound email was publicly available data, with no contracts expressed nor
2 implied. What people, individuals or companies chose to do with said data was their choice and
3 their responsibility. Responding Party has not once encouraged any ISP to use his data.
4 Responding Party has, when asked, encouraged ISPs to evaluate all available technologies both
5 good and bad to determine what would work best for them.

6 b) Responding Party is not aware of the names or contact information for any such
7 persons.

8 c) Responding Party is not aware of any such documents.

9 **Paragraph 6**

10 a) Relays.osirusoft.com is not a business, nor was it ever affiliated with Osirusoft
11 Research and Engineering (ORE). Opinions of the dataset at relays.osirusoft.com when it existed
12 varied. There is no factual evidence to say how accurate or inaccurate the data was, and thus this
13 argument has no merit from either side. Further, there was never any commercial venture
14 involved in filtering spam for other sites using relays.osirusoft.com and owned by Responding
15 Party or OsiruSoft Research and Engineering (ORE). Relays.osirusoft.com has always been a
16 separate entity from ORE and has never had any contractual agreements with any company nor
17 individual to govern the quality of data., as Plaintiff has labeled it. Relays.osirusoft.com has
18 NEVER been anything other than a hobby, with no obligations to anyone.

19 b) Responding Party is not aware of any such persons.

20 c) Responding Party is not aware of any such documents.

21 **Paragraph 7**

22 a) Not one filter mechanism catches 100% of the spam. This is a fact.
23 Relays.osirusoft.com however, has never been responsible to any site for the quality of data, good
24 or bad. ISPs and individuals chose to use the data of their own accord or chose to stop using it
25 for the same reason. Strongly object to the term "blacklist", and again, not a business service.
26 The ddos attack against OsiruSoft's Servers made it impossible, not Responding Party.
27 Responding Party had no duty or contractual obligation with Plaintiff or anyone who chose to
28 utilize his system.

1 b) Special agent E.J. Hilbert.

2 c) Any such documents are in the control of Special agent E.J. Hilbert, not

3 Responding Party.

4 **Paragraph 9**

5 a) There is no evidence to suggest that relays.osirusoft.com is a business, nor
6 engaging in business, nor any expressed or implied contractual obligation to any individual or
7 company. Objection to the term "blacklisting".

8 b) Responding Party is not aware of any such persons.

9 c) Responding Party is not aware of any such documents.

10 **Paragraph 10**

11 a) There were never any duties to anyone to breach, as there were no contracts
12 expressed nor implied with any individual nor organization. The term blacklist is inappropriate.
13 The ddos attack against osirusoft's servers caused the problem, not Responding Party.

14 b) Special Agent E.J. Hilbert (ddos attack); Responding Party as to conversations.

15 c) Any documents are in the custody and control of Special Agent E.J. Hilbert of the
16 F.B.I., not Responding Party.

17 **Paragraph 11**

18 a) There was never any contractual obligation expressed nor implied between
19 relays.osirusoft.com and any entity for any reason.

20 b) Responding Party is not aware of any such persons.

21 c) Responding Party is not aware of any such documents.

22 **Paragraph 14**

23 a) There has never been any obligations either in the hobby, relays.osirusoft.com,
24 and Plaintiff has no obligation to Plaintiff.

25 b) Responding Party is not aware of any such persons.

26 c) Responding Party is not aware of any such documents.

27 **Paragraph 15**

28 a) Relays.osirusoft.com has one mail server. No logs of any email traffic indicate

1 communications with Pallorium's mail servers, and relays.osirusoft.com cannot be held
2 responsible for activities of other individuals and companies outside of the local network.

3 The ddos attack against osirusoft's servers made it impossible to help Plaintiff, not
4 Responding Party. No email was ever received from Steve Rambam AKA Steve Rombom,
5 Pallorium, nor any of its representatives.

6 b) Special Agent EJ Hilbert regarding the ddos attack.

7 c) Responding Party is not aware of any such documents, but any such documents
8 relating to the ddos attack are in the custody or control of Special Agent E.J. Hilbert of the F.B.I.

9 **Paragraph 16**

10 a) No contracts are expressed nor implied existed or now exist between Responding
11 Party and Plaintiff with respect to email transactions, operations of relays.osirusoft.com or any
12 other venture involving Plaintiff.

13 b) Responding Party is not aware of any such persons.

14 c) Responding Party is not aware of any such documents.

15 **Paragraph 18**

16 a) There are no economic relationships between Responding Party and Plaintiff.

17 b) Responding Party is not aware of any such persons.

18 c) Responding Party is not aware of any such documents.

19 **Paragraph 19**

20 a) There was never any obligation to Plaintiff to be aware of its business.

21 b) Responding Party is not aware of any such persons.

22 c) Responding Party is not aware of any such documents.

23 **Paragraph 20**

24 a) Responding Party had no knowledge of Pallorium, Steve Rambam AKA Steve
25 Rombom nor any of their affiliate offices prior to the phone calls in July of 2003.

26 b) Responding Party is not aware of any such persons.

27 c) Responding Party is not aware of any such documents.

28 ///

1 **Paragraph 21**

2 a) Plaintiff seems to indicate several times "intentional acts" in spite of evidence to
3 the contrary that there was a ddos attack against the system, of which Plaintiff was notified in the
4 first phone call, as well as from publicly available information that suggests that the situation was
5 untenable and widely known. Additionally, Plaintiff has made claims with insufficient
6 information to help define who or what caused the filter to be enabled, as domain name filtering
7 is not the method Responding Party used to interpret internal and external data.

8 b) Many sites on the internet, and in many newspapers and web sites.

9 c) <http://www.google.com/search?q=%2Bosirusoft+%2Bddos>

10 **Paragraph 22**

11 a) In the absense of evidence of business relationships with anyone regarding the use
12 of relays.osirusoft.com, and in the face of blatant evidence that Osirusoft's servers were attacked
13 illegally causing me to be unable to respond to any complaint, coupled with the widely known
14 public information about relays.osirusoft.com shutting down due to the ddos attacks, it is
15 obvious that the plaintiff has little interest in dealing with factual information.

16 b) Special agent E.J. Hilbert (ddos attack)

17 c) Publicly available documents on the Internet.

18 **Paragraph 24**

19 a) No contracts expressed nor implied require Responding Party to take the
20 responsibility for the activities of other individuals and/or companies for their use of data from
21 relays.osirusoft.com, nor can any responsibility be assumed for their actions. Further, the
22 Plaintiff's claims of anything beyond August 26,2003 could not possibly be true, as the ddos
23 attack was widely publicized.

24 b) Responding Party is not aware of any such persons.

25 c) Responding Party is not aware of any such documents. Publicly available
26 documents on the internet support the August 26,2003 shut down.

27 **Paragraph 25**

28 a) Responding Party used a database technique that would enable him to update his

1 local filters to his own mail servers without the constant need to restart his mail servers every
2 time a filter was added or changed. This technology used DNS (Domain Name Services) servers,
3 which were accessible from outside his local network, with no contractual obligation expressed
4 nor implied.

5 b) Responding Party is not aware of any such persons.

6 c) Responding Party is not aware of any such documents.

7 **Paragraph 26**

8 a) Plaintiff claims unfair advantage in the face of evidence to the contrary: that
9 relays.osirusoft.com has never been a business, never claimed any financial income from the
10 database filter, and there is no financial advantage to filtering pallorium's outbound email.
11 Further, no contracts expressed nor implied require Responding Party to take the responsibility
12 for the activities of other individuals and/or companies for their use of data from
13 relays.osirusoft.com, nor can any responsibility be assumed for their actions.

14 b) Responding Party is not aware of any such persons.

15 c) Responding Party is not aware of any such documents.

16 **Paragraph 27**

17 a) No income has ever been derived from the activities of relays.osirusoft.com, nor
18 was it ever anticipated. Additionally, offers to contribute financially to the hobby have been
19 aggressively refused. Relays.osirusoft.com was ALWAYS a hobby.

20 b) Responding Party is not aware of any such persons.

21 c) Responding Party is not aware of any such documents.

22 **Paragraph 28**

23 a) Pallorium is requesting a restraining order on something that was already shut
24 down, but not because of their legal actions. I believe 1st amendment rights cover the right to
25 free speech on the internet and wish to preserve those rights in opposition to the plaintiff's
26 motion.

27 b) Responding Party is not aware of any such persons.

28 c) <http://www.google.com/search?q=%2Bosirusoft+%2Bddos>

1 **Paragraph 29**

2 a) Business and Professions Code Section 17200 is not applicable due to the obvious
3 evidence that relays.osirusoft.com had no economic advantage nor income, nor was there ever a
4 reference clearly identifying Pallorium, nor any of its representatives as a “spammer”. No
5 evidence provided to Responding Party has ever been useful in providing an answer to their
6 claim about where a listing, if any, came from. Further, no contracts expressed nor implied
7 require Responding Party to take the responsibility for the activities of other individuals and/or
8 companies for their use of data from relays.osirusoft.com, nor can any responsibility be assumed
9 for their actions.

10 b) Responding Party is not aware of any such persons.

11 c) Responding Party is not aware of any such documents.

12 **RESPONSE TO FORM INTERROGATORY NO. 17.1**

13 a) 1.

14 b) The denial is based on the fact that whois records about pallorium.com and
15 peoplefinder.net both reference the New York based corporation, as well as other sites.

16 c) Defendant.

17 d) Defendant is not aware of any such documents.

18 a) 4.

19 b) The denial is based on the fact that Defendant has never operated or utilized a
20 “blacklist”.

21 c) Defendant.

22 d) Defendant is not aware of any such documents.

23 a) 5.

24 b) The denial is based on the fact that I never had any “business service” and never
25 referred to anything I did as a blacklist.

26 c) Defendant.

27 d) Defendant is not aware of any such documents.

28 a) 6.

1 b) The denial is based on the broad nature of the Plaintiff's claim (all ISPs), and the
2 use of the term "blacklist," because Defendant has never utilized any sort of "blacklist."

3 c) Defendant.

4 d) Defendant is not aware of any such documents.

5 a) 7

6 b) The denial is based on the fact that Responding Party has never suggested to
7 anyone that they use his list.

8 c) Defendant.

9 d) Defendant is not aware of any such documents.

10 a) 8.

11 b) The denial is based on the subjective nature of the statement, without working
12 data to serve as a comparison. The denial is based on the fact that Responding Party has never
13 suggested to anyone that they use his list.

14 c) Defendant.

15 d) Defendant is not aware of any such documents.

16 a) 9.

17 b) The denial is based on the use of the term "blacklist" and the fact that Responding
18 Party is not running a business service.

19 c) Defendant.

20 d) Defendant is not aware of any such documents.

21 a) 10.

22 b) The denial is based on the use of the term "blacklist" and the fact that Responding
23 Party is not running a business service.

24 c) Defendant.

25 d) Defendant is not aware of any such documents.

26 a) 10.

27 b) The denial is based on the fact that Responding Party is not running a business
28 service.

1 c) Defendant.

2 d) Defendant is not aware of any such documents.

3 a) 11.

4 b) The denial is based on the fact that Responding Party is not running a business
5 service.

6 c) Defendant.

7 d) Defendant is not aware of any such documents.

8 a) 12.

9 b) The denial is based on the use of the term "blacklist" and the fact that Responding
10 Party is not running a business service.

11 c) Defendant.

12 d) Defendant is not aware of any such documents.

13 a) 13.

14 b) The denial is based on the use of the term "YOU."

15 c) Defendant.

16 d) Defendant is not aware of any such documents.

17 a) 14.

18 b) The denial is based on the availability of a working telephone and contact
19 information that was readily available.

20 c) Defendant.

21 d) Defendant is not aware of any such documents.

22 a) 15.

23 b) The denial is based on the fact that there were no formal or informal agreements
24 with anyone with respect to content or duty in the relays.osirusoft.com database.

25 c) Defendant.

26 d) Defendant is not aware of any such documents.

27 a) 16.

28 b) The denial is based on the fact that there were no formal or informal agreements

1 with anyone with respect to content or duty in the relays.osirusoft.com database.

2 c) Defendant.

3 d) Defendant is not aware of any such documents.

4 a) 17.

5 b) The denial is based on the lack of information about the IP Address of the named
6 domains, and the use of the term, "blacklist".

7 c) Defendant.

8 d) Defendant is not aware of any such documents.

9 a) 18.

10 b) The denial is based on the use of the terms "YOU" and "blacklist."

11 c) Defendant.

12 d) Defendant is not aware of any such documents.

13 a) 19.

14 b) The denial is based on the term, "you blacklisted" and "You made it
15 impossible"and the use of the term "blacklist."

16 c) Defendant.

17 d) Defendant is not aware of any such documents.

18 a) 20.

19 b) The denial is based on the use of the term "blacklist".

20 c) Defendant.

21 d) Defendant is not aware of any such documents.

22 a) 22.

23 b) The denial is based on the use of the term "blacklisting."

24 c) Defendant.

25 d) Defendant is not aware of any such documents.

26 a) 24.

27 b) The denial is based on the fact that no e-mails were ever received from Steve
28 Rambam, AKA Steve Rombom, Pallorium, nor any representative of Steve or Pallorium, and on

1 the use of the term "Blacklist."

2 c) Defendant.

3 d) Defendant is not aware of any such documents.

4 a) 25.

5 b) The denial is based on the use of the term "blacklist", and because no e-mails
6 were ever received, there was nothing to respond to.

7 c) Defendant.

8 d) Defendant is not aware of any such documents.

9 a) 28.

10 b) The denial is based on hanging up the phone after Responding Party was told he
11 was going to be sued.

12 c) Defendant.

13 d) Defendant is not aware of any such documents.

14 a) 29.

15 b) Unless Plaintiff and his counsel have been hiding under a rock, it should be
16 obvious that <http://relays.osirusoft.com> does not exist, nor has it existed, since August 26, 2003.

17 c) Defendant.

18 d) Defendant is not aware of any such documents.

19 a) 30.

20 b) Responding Party is not privy to and has no knowledge of Plaintiff's various
21 economic relationships or whether such relationships would have resulted in the continuation of
22 any economic benefits.

23 c) Defendant.

24 d) Defendant is not aware of any such documents.

25 a) 31.

26 b) The denial is based on the use of the term "blacklist", and the fact that there has
27 never been any obligation to anyone over the use of data used by Responding Party to filter
28 inbound email.

1 c) Defendant.

2 d) Defendant is not aware of any such documents.

3 a) 32.

4 b) The denial is based on the term "blacklisted", and the lack of evidence that

5 Responding Party even identified Pallorium's network as a problem network.

6 c) Defendant.

7 d) Defendant is not aware of any such documents.

8 a) 33.

9 b) The denial is based on the term "blacklisted," and that there was no formal or

10 informal contract in place with anyone for any reason with respect to relays.osirusoft.com.

11 c) Defendant.

12 d) Defendant is not aware of any such documents.

13 a) 34.

14 b) The denial is based on the use of the term "blacklist," and the implication that

15 there was ever a contractual obligation between the hobby, relays.osirusoft.com and Pallorium.

16 c) Defendant.

17 d) Defendant is not aware of any such documents.

18 a) 35.

19 b) The denial is based on the use of the term, "blacklisted" and the fact that every

20 means necessary were being used to combat the ddos attack at the time of the incident.

21 Additionally, there was no point in continuing to communicate with an individual who was

22 acting in a threatening or rude manner to Responding Party.

23 c) Defendant.

24 d) Defendant is not aware of any such documents.

25

26 DATED: July 23, 2004

27

28

Stephen J. Jared, IN PRO PER