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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

e360 INSIGHT, LLC, an Illinois Limited Liability Company, and DAVID LINHARDT, an individual,

Plaintiffs,

v.

THE SPAMHAUS PROJECT, a company limited by guarantee and organized under the laws of England, a/k/a THE SPAMHAUS PROJECT, LTD.)

Defendant.

FILED

JUL 21 2006

JUL 21 2006

MICHAEL V. DOBBINS

CLEARING DISTRICT COURT

Case No **06C-3958**

JUDGE KOCORAS

**MAGISTRATE JUDGE
GERALDINE SOAT BROWN**

ANSWER OF THE SPAMHAUS PROJECT, LTD.

Defendant The Spamhaus Project, Ltd. ("Spamhaus" or "Defendant"), with express reservation of its jurisdiction-related defenses, answers the Complaint For Injunctive Relief And Damages of Plaintiffs e360Insight, LLC ("e360") and David Linhardt ("Linhardt") (collectively "Plaintiffs") and in support thereof states as follows:

1. Denied.
2. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 2 of Plaintiffs' Complaint and therefore denies same.
3. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 3 of Plaintiffs' Complaint and therefore denies same.
4. Defendant admits the allegations set forth in the first sentence of Paragraph 4 of the Complaint, as well as the citation that immediately follows that sentence. Defendant denies all remaining allegations set forth in Paragraph 4.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied.

10. Denied.

11. Defendant denies that it has engaged in any wrongful acts. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 11 of Plaintiffs' Complaint and therefore denies same.

12. Defendant admits that ISPs seek to eliminate unwanted "spam" e-mails. Defendant denies all remaining allegations of Paragraph 12 of Plaintiffs' Complaint.

13. Defendant admits that it maintains the "ROKSO" list. Regarding the remaining allegations of Paragraph 13, Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document.

14. Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document.

15. Denied.

16. Denied.

17. Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document.

18. Denied.

19. Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document. Defendant denies the remaining allegations of Paragraph 19.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

26. Denied.

27. Denied.

28. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 28 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

29. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

30. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 29 of Plaintiffs' Complaint and therefore denies same.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 34 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

35. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

36. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 36 of Plaintiffs' Complaint and therefore denies same.

37. Denied.

38. Denied.

39. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 39 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

40. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

41. Insofar as Paragraph 41 calls for a legal conclusion, Defendant lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 41 of Plaintiffs' Complaint and therefore denies same.

42. Insofar as Paragraph 42 calls for a legal conclusion, Defendant lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 41 of Plaintiffs' Complaint and therefore denies same.

43. Defendant denies that it has made any wrongful or actionable statements whatsoever in relation to Plaintiffs. In relation to the remaining allegations of Paragraph 43, Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 47 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

48. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

49. Defendant denies that it has made any wrongful or actionable statements whatsoever in relation to Plaintiffs. In relation to the remaining allegations of Paragraph 49,

Defendant shows that the referenced document (its web site) speaks for itself, and, accordingly, admits those allegations to the extent they are consistent with that document and denies those allegations to the extent they are inconsistent with that document.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 53 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

54. Defendant incorporates by reference all separately enumerated defenses set forth herein, including its responses to Paragraphs 1-24 of Plaintiffs' Complaint.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

Ad Damnum Clause

Responding to the unnumbered ad damnum clause immediately following Paragraph 58 of Plaintiffs' Complaint, Defendant denies that it is liable under any theory for any equitable or

financial relief or damages whatsoever to Plaintiffs and deny any additional allegations contained therein.

AFFIRMATIVE DEFENSES

Defendant Spamhaus, for its affirmative defenses, states as follows:

First Defense

This Court lacks personal jurisdiction over Defendant.

Second Defense

Plaintiffs lack standing to assert the claims set forth in Plaintiffs' Complaint and to demand the relief demanded in Plaintiffs' Complaint.

Third Defense

Venue is improper.

Fourth Defense

Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

Fifth Defense

The Plaintiffs' claims fail for insufficient service of process.

Sixth Defense

The process attempted to be served by Plaintiffs is insufficient.

Seventh Defense

Plaintiffs' claims sounding in defamation are barred by the defense of truth.

Eighth Defense

No act, omission, or statement by the Defendant caused or contributed to the injuries or damages for which Plaintiffs seeks recovery.

Ninth Defense

At all relevant times, Defendant acted reasonably, in good faith, with the appropriate skill, prudence, and diligence, and in a commercially reasonable manner.

Tenth Defense

Plaintiffs' Complaint is barred in whole or in part by reason of the equitable defense of unclean hands.

Eleventh Defense

Plaintiffs' Complaint is barred in whole or in part by the equitable doctrine of estoppel.

Twelfth Defense

Plaintiffs' Complaint is barred by the First Amendment to the United States Constitution

Thirteenth Defense

Plaintiffs' claims are time-barred by the applicable statutes of limitation.

Fourteenth Defense

Any allegations of Plaintiffs' Complaint not expressly admitted above are hereby denied.

PRAYER FOR RELIEF

WHEREFORE, the Defendant prays for judgment as follows:

- (a) That judgment be entered on Plaintiffs' Complaint in favor of the Defendant and that Plaintiffs take nothing (either in the form of legal or equitable relief) by way of that Complaint;
- (b) That the Defendant be awarded its costs of suit;
- (c) That the Defendant be awarded its reasonable attorneys' fees; and
- (d) That this Court grant such other and further relief as it deems just and proper.

Respectfully submitted this 21st day of July, 2006,

HINSHAW & CULBERTSON LLP



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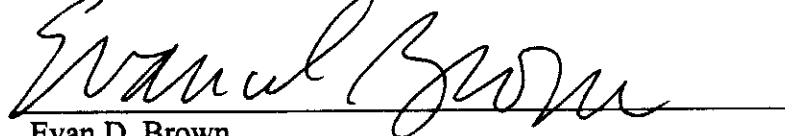
Case No. _____

CERTIFICATE OF SERVICE

I hereby certify that on July 21st, 2006, I filed the foregoing Response with the Clerk of Court and that I have mailed by via First Class Mail, Postage Prepaid, the foregoing Answer to the following counsel of record and/or unrepresented parties:

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