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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WASHINGTON AT SPOKANE

FARMERS GROUP, INC., a Nevada Corporation,

Plaintiff,

v.

FarmersInsuranceGroupSucks.com Admin, an individual,

Defendant.

DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

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I. INTRODUCTION

A. Case Background

Farmers seeks injunctive and monetary relief from FarmersInsuranceGroupSucks.com Admin alleging that he has violated the Trademark Act of 1946, 15 U.S.C. § 1051, *et seq*., through the use of a gripe site. FarmersInsuranceGroupSucks.com Admin denies these allegations and asserts that his gripe site constitutes the exercise of constitutionality protected free speech.

The background for this present lawsuit concerns a motor vehicle accident involving Defendant's wife, which was caused by a Farmers' insured on December 10, 2001. Dissatisfied with the manner in which he and his wife were treated by Farmers and offers tendered by Farmers, Defendant and his wife filed an action in small claims court in January 2003 from which they received an award which was greater than Farmers' last offer. In February 2003, FarmersInsuranceGroupSucks.com Admin established a gripe site critical of Farmers within a personal web page hosted on an account provided to his wife by Michigan State University.

Some 20 months later, in October 2004, Farmers complained to FarmersInsuranceGroupSucks.com Admin's Internet service provider ("ISP") and to FarmersInsuranceGroupSucks.com Admin that his website violated federal and state law. In response to this complaint, FarmersInsuranceGroupSucks.com Admin attempted to negotiate with Farmers, but it demanded that he execute a pre-negotiation confidentiality agreement before it would discuss the matter with him. He refused and this Complaint followed.

B. Defendant's Position for Summary Judgment

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FarmersInsuranceGroupSucks.com Admin contends that no genuine issues of material fact exist to support Plaintiff's allegations, and he is therefore entitled to a dismissal of this lawsuit as a matter of law. He contends that his actions constitute speech protected by the First Amendment and that he is entitled to attorneys' fees for having to defend this action.

Based upon his experience with Farmers, FarmersInsuranceGroupSucks.com Admin chose to voice his opinions through the Internet by establishing a "gripe site" critical of Farmers. Farmers threatened FarmersInsuranceGroupSucks.com Admin and his ISP in an attempt improperly to restrict the exercise of FarmersInsuranceGroupSucks.com Admin's constitutionally protected free speech and, when those efforts failed, brought this lawsuit to silence this right.

Since the proliferation of Internet availability, individuals have utilized this medium to voice both positive and negative personal opinions on a multitude of matters. In that regard, "gripe sites" have surfaced as a method of expressing negative opinions. Various courts have analyzed gripe sites and have found them to constitute speech protected under the First Amendment. FarmersInsuranceGroupSucks.com Admin modeled his gripe site after one that was unsuccessfully challenged in federal district court in California.

FarmersInsuranceGroupSucks.com Admin's critical website received high rankings in Internet search engines such as Google and Yahoo. Farmers attempted to silence FarmersInsuranceGroupSucks.com Admin's free speech by threatening him with litigation and by filing a complaint with his ISP. Although giving lip service to

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his right to free speech, Farmers demanded that FarmersInsuranceGroupSucks.com Admin abandon many of the rights that would allow his opinions effectively to reach Internet users. When FarmersInsuranceGroupSucks.com Admin challenged Farmers, Farmers displayed yet another example of how it desired to suppress his free speech by refusing to negotiate with him unless he first executed a pre-negotiation agreement. This agreement would have precluded him from even advising anyone that negotiations were taking place. He refused.

Recognizing that a gripe site is constitutionally protected speech, Farmers has asserted in its Complaint that FarmersInsuranceGroupSucks.com Admin's gripe site was commercial. In an effort to re-characterize this site as commercial, Farmers asserts that the manner in which FarmersInsuranceGroupSucks.com Admin used "meta tags" and "hyperlinks" was illegal. Contrary to these contentions, FarmersInsuranceGroupSucks.com Admin's usage of hyperlinks and meta tags is protected. Moreover, the manner in which hyperlinks to other insurers were included on FarmersInsuranceGroupSucks.com Admin's gripe site did not transform the character of this fundamentally non-commercial site.

Furthermore, the representations of the Farmers' logo, which included such terms as "Sucks," "Symbol of Terrible Service," and "Farmers Insurance Sucks!", are constitutionally protected speech. Furthermore, his website contained viewable disclosures that this site was not authorized by Farmers and that the opinions expressed in the text were FarmersInsuranceGroupSucks.com Admin's alone and were for educational purposes.

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Farmers has no justifiable facts to support its claims. Even though it references 13 Farmers' trademarks in its Complaint, only three actually have ever been identified in connection with FarmersInsuranceGroupSucks.com Admin's website. Indeed, in its responses to Requests for Admission, Farmers failed to identify any specific facts to support its allegations that FarmersInsuranceGroupSucks.com Admin's website violated any state of federal law with respect to at least 10 of Farmers' marks.

Through this litigation Farmers seeks to tell the world that if you criticize Farmers on a mass level, it will bring to bear monumental resources and launch punitive litigation. Farmers will do this against even a single individual who dares to exercise the right of free speech, knowing that it has the financial resources to do so. In light of the fact that Farmers' claims have no factual or legal support, FarmersInsuranceGroupSucks.com Admin is entitled to recover all attorneys' fees and costs expended in defending this frivolous lawsuit.

II. UNDISPUTED MATERIAL FACTS

Pursuant to E.D. Wash. L. Civ. R. 56(a), the undisputed facts material to this motion are set forth in *Defendant's Statement of Undisputed Material Facts in Support if Motion for Summary Judgment*.

III. LAW & ARGUMENT

A. Summary Judgment Standards and Procedure.

Motions for summary judgment are governed by FED. R. CIV. P. 56. The Rule provides, in pertinent part, that judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the

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affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." FED. R. CIV. P. 56 (c).

An issue must be "material" and "genuine" to preclude summary judgment. See Kowalski v. L&F Prods., 82 F.3d 1283, 1288 (3rd Cir. 1996). A "material" issue affects the outcome of litigation. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). An issue is "genuine" if there is "sufficient evidence supporting the claimed factual dispute . . . to require a fact finder to resolve the parties' differing versions of the truth at trial," Hahn v. Sargent, 523 F.2d 461, 463 (1st Cir. 1975), or when the "evidence is such that a reasonable jury could return a verdict for the nonmoving party," Anderson, 477 U.S. at 248; accord British Motor Car Distrib., Ltd. v. San Francisco Automotive Indus. Welfare Fund, 882 F.2d 371, 374 (9th Cir. 1989).

When the moving party meets its initial burden of demonstrating the absence of any genuine issue of material fact, the nonmoving party must "produce 'specific facts showing that there remains a genuine factual issue for trial' and evidence 'significantly probative' as to any [material] fact claimed to be disputed." Steckl v. Motorola, Inc., 703 F.2d 392, 393 (9th Cir. 1983).

B. The FarmersInsuranceGroupSucks.com Gripe Site is constitutionally protected free speech.

1. "Gripe sites" are websites that provide consumer commentary.

Websites like FarmersInsuranceGroupSucks.com Admin's provide a modern way for consumers to vent. Charles Wolrich, *Top Corporate Hate Web Sites* (Mar. 8, 2005) <http://www.forbes.com/2005/03/07/cx_cw_0308hate_print.html>. Commonly

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called "gripe" or "complaint" sites, these sites are often targeted at a specific business, use an Internet address incorporating the target's name and the suffix "sucks.com," see Taubman Co. v. Webfeats, 319 F.3d 770, 772-73 (6th Cir. 2003), and are devoted to airing complaints about the target, Wolrich, *supra*. This practice is so common that Forbes now rates top gripe sites, based on criteria including update frequency, posting volume, and hostility (angrier is better), and "entertainment value." See id. (rating, *inter alia*, WalMartSucks, AmericanExpressSucks, and AllstateInsuranceSucks).

2. Gripe sites are protected speech under the First Amendment.

Gripe sites like FarmersInsuranceGroupSucks.com Admin's are "a mode of public expression, no different in scope than a billboard or a pulpit," protected by the First Amendment. Taubman, 319 F.3d at 778. As such, gripe sites that are not commercially misleading are to be protected, even if economic damage to a business is the intended result. See id.

The Sixth Circuit's 2003 Taubman opinion is the seminal appellate decision upholding gripe sites. 319 F.3d 770. In Taubman, the defendant, Mishkoff, operated a website about "The Shops at Willow Bend" – a shopping mall. Id. at 772. Taubman, the mall owner, sued Mishkoff for trademark infringement. Id. In response to the suit, Mishkoff registered five "gripe" domains, including taubmansucks.com. Id., 319 F.3d at 773.

According to the Sixth Circuit, Mishkoff's inclusion of Taubman's trademark in the gripe site domain name was "purely an exhibition of Free Speech," even if Mishkoff intended to harm Taubman economically. Id., 319 F.3d at 778. The court

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rejected the proposition that "cybergriping sites are per se commercial and 'in connection with the sale of goods.'" Id. Because the gripe site was protected non-commercial speech, it was "not subject to the scrutiny of the Lanham Act." Id.

The Ninth Circuit recently reached an analogous holding in Bosley Medical Inst., Inc. v. Kremer, 40 F.3d 672 (9th Cir. 2005). The Bosley defendant, Kremer, after receiving unsatisfactory hair restoration services, created a website at BosleyMedical.com. The sole purpose of the website was to criticize Bosley. See id., 403 F.3d at 675. Bosley then sued Kremer, alleging trademark infringement, dilution, unfair competition, and various state-law claims. Id.

Kremer earned no revenue from, and sold no goods or services on, the gripe site. Id. When assessing commercial use under Lanham Act, the proper inquiry is whether defendant "offers ***competing*** services to the public." Id., 403 F.3d at 679 (emphasis in original). On this basis, the Ninth Circuit held that such use of Bosley's trademark in Kremer's domain name was noncommercial and did not constitute infringement under the Lanham Act:

> Kremer is not Bosley's competitor; he is their critic. His use of the Bosley mark is not in connection with a sale of goods or services – it is in connection with the expression of his opinion ***about*** Bosley's goods and services.

Id., 403 F.3d at 679 (emphasis in original). The Lanham Act is limited to commercial contexts. Id. It does not prohibit all unauthorized use of a mark. Id. Kremer's use of Bosley's mark simply could not mislead consumers into buying a competing service from Kremer, thinking it was buying from Bosley. See id., 403 F.3d at 679-80. Moreover, such use did not capitalize on good will in Bosley's mark. Id., 403 F.3d at

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680. Any harm to Bosley arose not from a competitor's sale of similar services under Bosley's mark, but from Kremer's criticism of Bosley's services. Id. Bosley could not use the Lanham Act as a shield from criticism or as a sword to silence Kremer. Id. This is exactly what Farmers is attempting to do in this case.

A case dispositive of Defendant's motion is Bally Total Fitness Corp. v. Faber, 29 F. Supp. 2d 1161 (C.D. Cal. 1998). Before he launched his gripe site, FarmersInsuranceGroupSucks.com Admin was aware of Bally, had read the decision, and had designed his site to mirror the structure that Bally had expressly approved. *(Statement of Facts ("SOF"), ¶ 24)*.

The defendant in Bally, Faber, had a website dedicated to complaints about the health club services offered by Bally Total Fitness Corp. 29 F. Supp. 2d at 1162. Faber registered the domain compupix.com and posted a webpage under that domain, at the address compupix.com/ballysucks. Id. This webpage included an image of the Bally trademark, with the word "sucks" superimposed over it, and included at least one hypertext link that Bally found objectionable. Id. Bally sued Faber for trademark infringement, trademark dilution, and unfair competition. Id.

In Bally, the court first noted that the test applicable to Bally's trademark infringement claims – likelihood of confusion – only applied to related goods. "Related goods are those goods which, though not identical, are related in the minds of consumers." Id. (citing Levi Strauss & Co. v. Blue Bell, Inc., 778 F.2d 1352, 1363 (9th Cir. 1985). The Court indicated that Bally was involved in the health club industry and that Faber was an Internet web designer operating a website critical of

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Bally who believed that Bally engaged in unsatisfactory business practices. 29 F. Supp. 2d at 1163. On this basis, Bally held that the parties' respective services were not related. Id.

The court concluded by granting summary judgment to Faber on all of Bally's Lanham Act claims because Faber had used the Bally mark only in connection with consumer product review of Bally's services, and not in connection with any commercial competition. Id. at 1163-69. The Court also held that, even if the goods or services somehow were related, there was no possible likelihood of confusion. Id. at 1163.

3. The FarmersInsuranceGroupSucks.com Admin Gripe Site is no different than other gripe sites that courts have found to be constitutionally protected.

FarmersInsuranceGroupSucks.com Admin's gripe site is – by design – analytically indistinguishable from the gripe site found to be protected in Bally. It is undisputed that FarmersInsuranceGroupSucks.com Admin is not in the insurance business. *(SOF ¶ 25)*. FarmersInsuranceGroupSucks.com Admin avers that he did not make money from the gripe site. *(SOF ¶ 22)*. Farmers has not produced even a scintilla of evidence to the contrary. Instead, Farmers has merely asserted, without any evidentiary basis, that FarmersInsuranceGroupSucks.com Admin's gripe site constituted a commercial use of its marks. In fact, the undisputable evidence is that FarmersInsuranceGroupSucks.com Admin's site was non-commercial.

4. None of Farmers' assertions change the nature of

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FarmersInsuranceGroupSucks.com Admin's gripe site from non-commercial to commercial.

a. Search engine submissions and meta tags are protected.

A search engine is a mechanism for finding information on the Internet. When a keyword is entered, the search engine processes it through a self-created index of web sites to generate a list relating to the entered keyword. Brookfield Comm., Inc. v. West Coast Entertainment Corp., 174 F.3d 1036, 1045 (9th Cir. 1999). Each search engine uses its own algorithm to arrange indexed materials in sequence, so the list of web sites that any particular set of keywords will bring up may differ depending on the search engine used. Id.

"Meta tags" are HTML code intended to describe the contents of a web site. Id. Keyword metatags contain keywords relating to the contents of the web site. Id. The more often a term appears in the metatags and in the text of the web page, the more likely it is that the web page will be "hit" in a search for that keyword and the higher on the list of "hits" the web page will appear. Id.

FarmersInsuranceGroupSucks.com Admin admits that he included meta tags in his gripe site and that some of these tags include the text "FARMERS INSURANCE" and "FARMERS INSURANCE GROUP". Identical to the type of use in Bally, FarmersInsuranceGroupSucks.com Admin's use here is not actionable.

Certainly, a party's trademarks cannot be used as meta tags in the commercial website of a business competitor. Brookfield, 174 F.3d at 1061-63. For example, if Ford included "Chrysler" in its meta tags, so that Ford's website was found when a

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consumer searched for Chrysler, Ford would clearly be trading on Chrysler's good will. Ford – Chrysler's business competitor – has no right to use Chrysler's marks so that Ford's website is found when a consumer is trying to find Chrysler.

Trademarks are, however, allowed to be used in the meta tags for a gripe site. Bally recognized that, without allowing use of a target's marks in meta tags, it would be difficult for anyone interested in the targets goods or services to find the gripe site:

> Likewise, the user may also want to be apprised of the opinions of others about Bally. This individual will be unable to locate sites containing outside commentary unless those sites include Bally's marks in the machine readable code upon which search engines rely. Prohibiting Faber from using Bally's name in the machine readable code would effectively isolate him from all but the most savvy of Internet users.

29 F. Supp. 2d at 1165 (footnote omitted).

b. Including hyperlinks does not make the site commercial.

The mere use of hyperlinks to third-party websites does not, per se, change a non-commercial gripe site into a commercial site. See Bosley, 40 F.3d 678. Farmers has not produced even a scintilla of evidence that FarmersInsuranceGroupSucks.com Admin ever profited – or even attempted to profit – from any links to other insurance companies that, at one time, appeared on his gripe site. *(SOF ¶ 22)*.

The sole purpose of the hyperlinks on FarmersInsuranceGroupSucks.com Admin's site was to suggest to readers who were investigating insurance companies that there were options other than Farmers. *(SOF ¶6)*. FarmersInsuranceGroupSucks.com Admin had no relationship with any of the insurers that he had linked to, and did not derive any income whatsoever from such links. There is no evidence that FarmersInsuranceGroupSucks.com Admin had any

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relationship with any of the insurers identified in the hyperlinks, and it is undisputable that he did not derive any monetary gain or other form of compensation from these links. Suggesting options was simply an expression of his opinion that readers should avoid Farmers. *(SOF ¶6)*.

Notwithstanding his right to include these hyperlinks, FarmersInsuranceGroupSucks.com Admin removed them before Farmers filed suit in this case. Although Farmers contended in its October 20, electronic mail message to FarmersInsuranceGroupSucks.com Admin that the inclusion of these links made FarmersInsuranceGroupSucks.com Admin's site commercial, this was legally incorrect. *(SOF ¶ 12)*. Nonetheless, FarmersInsuranceGroupSucks.com Admin, in response to Farmers' threats, removed these links.

Contrary to Farmers' contention, Bally recognized that even a few commercial links were not a basis to enjoin a gripe site when the links has been removed. In Bally, the gripe site operator also had a website on which he offered his website design services, and this site listed the Bally gripe site as an example of his development skills. See Bally, 29 F. Supp. 2d at 1164-65. Bally argued that this made the gripe site commercial. See id. The Court rejected this argument, however, noting both that the "the site no longer includes this link," and that this link did not "change the primary purpose of the 'Bally sucks' site which is consumer commentary." Id.

Similarly, Taubman found no commercial use when a gripe site incidentally contained two links from which the gripe site operator derived revenue. Although the

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website at issue in Taubman was primarily a gripe site, at one time it contained links to the operator's other website, which advertised his website design services, and to his girlfriend's website, from which she sold t-shirts. Taubman, 319 F.3d at 775. Although the court found that such links were commercial in nature, the defendant had removed the links before the trial court had issued its injunction. Id. Because the defendant no longer had commercial links on his gripe site, the Sixth Circuit found no commercial use. Id. Here, FarmersInsuranceGroupSucks.com Admin's hyperlinks, from which he derived no revenue, are even less problematic than the incidental links discussed in Taubman and Bally.

c. Including Farmers' logo with "Sucks" across it is protected.

FarmersInsuranceGroupSucks.com Admin admits that his website included representations of Farmers' logo, with the word "Sucks" and other derogatory comments emblazoned across it. Bally held that such use of a mark was protected:

> Bally concedes that Faber has some right to use Bally's name as part of his consumer commentary. However, Bally argues that Faber uses more than is necessary when making his commentary and that he has alternative means of communication. Specifically, Bally argues that Faber could use the name "Bally" or "Bally Total Fitness" in block lettering without using Bally's stylized "B" mark or distinctive script. This argument, however, would create an artificial distinction that does not exist under trademark law.
>
> . . .
>
> An individual who wishes to engage in consumer commentary must have the full range of marks that the trademark owner has to identify the trademark owner as the object of the criticism.

Bally, 29 F. Supp. 2d at 1165-66 (internal citation omitted). Farmers cannot distinguish the FarmersInsuranceGroupSucks.com Admin gripe site from that found protected in Bally.

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C. FarmersInsuranceGroupSucks.com Admin did not infringe on any alleged Farmers' trademarks.[1]

Trademark law prevents only unauthorized trademark use connected with a commercial transaction in which the mark is used to confuse consumers. Bosley, 40 F.3d at 676-77. Not just ***any*** confusion is infringing. The Lanham Act seeks to prevent consumer confusion that enables a seller to pass off his goods as the goods of another; it protects only against mistaken purchasing decisions and not against confusion generally. Bosley, 40 F.3d at 677. Moreover, the confusion must be probable, not simply a possibility. Murray v. Cable Nat. Broadcasting Co., 86 F.3d 858, 861 (9th Cir. 1996).

Clearly, Farmers has no evidence that anyone would likely be confused into believing that Farmers was the source or origin of the FarmersInsuranceGroupSucks.com Admin gripe site. The Bally Court rejected an analogous argument:

> Faber's site states that it is "unauthorized" and contains the words "Bally sucks." No reasonable consumer comparing Bally's official web site with

[1] The test for infringement of a registered mark under 15 U.S.C. § 1114 and for false designation of origin under 15 U.S.C. § 1125(a) is the same – likelihood of confusion. See SMC Promotions, Inc. v. SMC Promotions, 355 F. Supp. 2d 1127, 1133 (C.D. Cal. 2005). This is the same test for infringement under Washington common law. Pioneer First Federal Sav. and Loan Ass'n v. Pioneer Nat. Bank, 98 Wn. 2d 853, 860, n.1, 659 P.2d 481, 486 (1983). As such, FarmersInsuranceGroupSucks.com Admin will treat Counts I, II, IV, and VI as identical for purposes of this motion.

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> Faber's site would assume Faber's site "to come from the same source, or thought to be affiliated with, connected with, or sponsored by, the trademark owner." Therefore, Bally's claim for trademark infringement fails as a matter of law.

Bally, 29 F. Supp. 2d 1164-65. Bally discussed Faber's use of Bally's marks with the use of "Sucks" across it and stated:

> "Sucks" has entered the vernacular as a word loaded with criticism. Faber has superimposed this word over Bally's mark. It is impossible to see Bally's mark without seeing the word "sucks." Therefore, the attachment [of the word "sucks"] cannot be considered a minor change.

Bally, 29 F. Supp. 2d 1164. As in Bally, FarmersInsuranceGroupSucks.com Admin has emblazoned "sucks" across a representation of Farmers' logo (shown below), which appears on the very top of FarmersInsuranceGroupSucks.com Admin's gripe site. *(SOF, ¶ 11)*.

This site is unauthorized bv Farmers Insurance Group

It is impossible for any visitor to FarmersInsuranceGroupSucks.com Admin's site to see Farmers' mark without seeing the word "sucks."

D. Farmers' claims are frivolous as a matter of law; FarmersInsuranceGroupSucks.com Admin is entitled to recover his attorneys fees and costs incurred in defense of such claims.

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The Lanham Act allows an award of attorney's fees in "exceptional cases." Mattel, Inc. v. Walking Mountain Prods., 353 F.3d 792, 816 (9th Cir. 2003); 15 U.S.C. § 1117(a). Fees under the Lanham Act are appropriate "[w]hen a plaintiff's case is groundless, unreasonable, vexatious, or pursued in bad faith." Mattel, 353 F.3d at 816 (remanding for reassessment of denial of fees to prevailing defendant, given "policy interests in free expression").

Farmers filed its Complaint long after the Sixth Circuit had issued its Taubman opinion, which held that gripe sites were protected speech, and long after the Bally court had issued its opinion protecting activities identical to FarmersInsuranceGroupSucks.com Admin's. When Farmers filed its Complaint, there was no authority from any United States Court of Appeal or the United States Supreme Court contrary to Taubman or Bally. Moreover, Farmers failed to withdraw its claims after the Ninth Circuit issued its opinion in Bosley.

When Farmers filed its Complaint, it had no probative evidence that any of FarmersInsuranceGroupSucks.com Admin's activities were commercial. Nor did it have any probative evidence that the content of FarmersInsuranceGroupSucks.com Admin's website was likely to confuse a reader into believing that Farmers was the source of this website.

Furthermore, though Farmers sued FarmersInsuranceGroupSucks.com Admin for allegedly infringing 13 different marks, Farmers has never produced any evidence that FarmersInsuranceGroupSucks.com Admin has ever referenced 10 of these marks at let

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alone, let alone used them in commerce. *(SOF, ¶ 23)*. Notwithstanding this undisputed lack of evidence, Farmers has not withdrawn its claims as to those marks.

Farmers' claims against FarmersInsuranceGroupSucks.com Admin are groundless, unreasonable, vexatious, and in bad faith and have been so from their inception. FarmersInsuranceGroupSucks.com Admin therefore respectfully requests that he be awarded all attorneys' fees and costs reasonably incurred in defense of Farmers' frivolous claims.

IV. CONCLUSION

FarmersInsuranceGroupSucks.com Admin's gripe site constitutes an exercise of his constitutionally protected free speech. The manner in which he has used his gripe site has not violated any federal or state law or statute as a matter of law. Despite multiple contentions and a lengthy Complaint, Farmers has yet to produce any evidence that would permit this Court to distinguish FarmersInsuranceGroupSucks.com Admin's website activities from those found to be protected in Taubman, Bosley, and Bally.

For the foregoing reasons FarmersInsuranceGroupSucks.com Admin respectfully requests that he be granted summary judgment against Farmers' Complaint and all claims therein. Additionally, FarmersInsuranceGroupSucks.com Admin respectfully requests that he be awarded his reasonable attorneys fees and costs incurred in defense of this frivolous action.

DATED this 17th day of October, 2005.

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CERTIFICATE OF SERVICE

I hereby certify that on October 17, 2005, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

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