

Exhibit B

1 way for Defendants to respond to Plaintiff's Amended Complaint is by filing an Answer, not an
2 inappropriate motion to "edit" that "does nothing but squander time." Custom Vehicles, Inc. v.
3 Forest River, Inc., 464 F.3d 725, 727 (7th Cir. 2006) (Easterbrook, J.). Judge Easterbrook imposed
4 sanctions on the offending party in Custom Vehicles. Plaintiff encourages the Court to do the same
5 to discourage other frivolous "motions to edit" from the Defense.

6 **F. Britton Not Required To Be Joined To Hear Cybersquatting Claim**

7 This motion is improper under Rule 12(g) since Defendants could have raised it in their
8 first motion to dismiss. Also, if Defendant Katzer had joined Jacobsen as a party in the Katzer v.
9 Britton litigation in Oregon, this motion would be unnecessary. Katzer did not, and Britton –
10 unrepresented by counsel – did not know he could dismiss for failure to join a necessary party,
11 Jacobsen, the holder of the DecoderPro® trademark. Jacobsen finds himself in a situation where
12 Katzer has a \$20,000 interest in decoderpro.com, and Britton has possession but cannot transfer it
13 to anyone for fear of being liable for Katzer for that \$20,000. Ex. B, at 6. This situation is unlike
14 any case cited by Defendants. There, all necessary parties were involved in the original contracts,
15 which later litigants sought to invalidate. Jacobsen believes the Court may have personal
16 jurisdiction over Britton or Britton may submit to this Court's jurisdiction. If not, this Court may
17 still fashion relief so that Jacobsen can obtain the decoderpro.com domain name.

18 Britton is not a necessary party to this action, because complete relief can be afforded in his
19 absence. The answer is simple: this Court orders Katzer to transfer his rights in the settlement
20 agreement to Jacobsen. Jacobsen will re-negotiate the settlement agreement with Britton to remove
21 all terms except that Katzer gets to keep his domain name and Britton gets decoderpro.com without
22 the any restrictions on either party – the way the settlement agreement should have been worded in
23 the first place. Jacobsen believes that Britton will transfer decoderpro.com to him once freed of the
24 restrictions. Thus, complete relief can be given.

25 Jacobsen also believes this Court can exercise personal jurisdiction over Britton per
26 Panavision Int'l, L.P. v. Toeppen, 141 F.3d 1316 (9th Cir. 1998). Jacobsen believes that Britton
27 may be willing to submit to the jurisdiction of this Court, or agree to abide by any changes which
28 Jacobsen and Defendants make to the settlement agreement. Thus, dismissal is not warranted.

